UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING **RETURN TO:**

Robert D. Lattas, Esq. 1905 West Chicago Avenue Chicago, Illinois 60622



Doc#: 0625845074 Fee: \$30.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/15/2006 01:24 PM Pg: 1 of 4

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE **CLAREMONT - WAVELAND CONDOMINIUM** ASSOCIATION Ac County Clar

PERMANENT REAL

ESTATE INDEX NUMBER:

ADDRESS OF PROPERTY:

2315-21 West Waveland/3657 North Claremont

Chicago, Illinois 60618

SEND TAX BILLS TO:

Roscoe Waveland, LLC

% Colin Hebson 618 West Fulton

Chicago, Illinois 60661

pol 334

0625845074 Page: 2 of 4

UNOFFICIAL COPY

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE CLAREMONT-WAVELAND CONDOMINIUM (the "Amendment") is made this 31st day of August, 2006, by Roscoe-Waveland LLC, an Illinois limited liability company (the "Declarant").

RECITALS

WHEREAS, Declarant is the owner in fee simple of certain real estate, hereinafter described, in Chicago, Cook County, Illinois; and

WHERLAS, a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Claremont-Waveland Condominium Association, 2204 N. Natchez Condominium dated April 24, 2006 was recorded in the Office of the Cook County Recorder on April 24, 2006 as Document No. 0611434054 (the "Declaration").

WHEREAS, under section 5.4.3of Declaration, the unit owners may revise the Declaration with a two-thirds (2/2) majority vote.

WHEREAS, the unit owners nave met and conformed a quorum;

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant desires to amend the Declaration as star a below.

1. Page 40 of the Declaration is hereby deleted and the attached page 40 attached hereto are substituted therefore.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

0625845074 Page: 3 of 4

UNOFFICIAL COPY

STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Colin Hebson, personally known to me to be the Manager of Roscoe-Waveland LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of August, 2006.

Notary Public

My Commission Expires:

OFFICIAL SEAL ROBERT D LATTA: NOTARY PUBLIC STATE

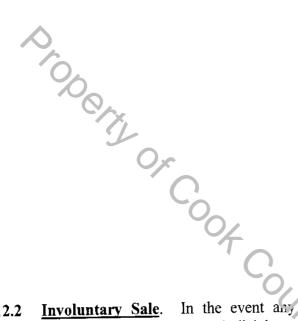
MY COMMISSION EXPIRES: 10/04/08

UNOFFICIAL COPY

In the event any or all of the foregoing provisions of this <u>Section 11.1</u> are violated, the First Mortgagees shall retain any and all rights at law or in equity to enforce such provisions.

ARTICLE XII LEASING OF A UNIT

12.1 <u>Limits on Lease Terms</u>. Intentionally Deleted.



- 12.2 <u>Involuntary Sale</u>. In the event any Unit Ownership or interest (including beneficial interest) therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale or a conveyance or sale in lieu of such fereclosure by an institutional mortgagee of such Unit Ownership), the person purchasing the Unit Ownership or interest therein at such sale shall, before taking possession of the Unit, give thirty (30) days' written notice to the Board of his intention to do so, together with his name, address and financial and character references and such other information as the Board may reasonably require, whereupon the Board acting on behalf of the Unit Owners shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price of which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) day period after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.
- it pursuant to Section 12.2 hereof to purchase any Unit Ownership or interest therein, without the prior written consent of the Voting Members having not less than two-thirds (2/3) of the total votes. The Board or its duly authorized representatives, acting on behalf of the other Unit Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Unit Owner, which is held pursuant to an order or direction of a court, upon the prior written consent of the voting members having not less than two-thirds (2/3) of the total votes, which consent

CHI\\\189713.1 - 40 -