

STEWART TITLE & INSURANCE  
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Suite 825  
Chicago, IL 60602  
312-849-4243

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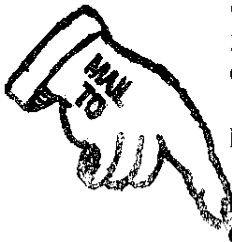
FIRST AMENDMENT TO  
DECLARATION OF  
CONDOMINIUM  
PURSUANT TO THE  
CONDOMINIUM  
PROPERTY ACT  
3844 NORTH ASHLAND  
CONDOMINIUM

PIN: 14-19-216-022-0000, 14-  
19-216-023-0000 and  
14-19-216-024-0000

Commonly known as  
3844 N. Ashland Avenue  
Chicago, IL 60613

Prepared by and mail to:

Matthew R. Gallagher, Esq.  
Gallagher & Niemeyer, LLC  
1800 W. Berenice, Ste. 200  
Chicago, IL 60613  
312-726-6670



Doc#: 0824829068 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/04/2008 12:46 PM Pg: 1 of 3

This First Amendment is made to the Declaration of Condominium Pursuant to the Condominium Property Act - 3844 North Ashland Condominium, previously recorded April 8, 2008, by 3842 NORTH ASHLAND, LLC an Illinois Limited Liability Company (hereinafter referred to as "Declarant"):

WHEREAS, the Declarant is the developer and Declarant under the aforementioned Declaration of Condominium; and

WHEREAS the Declarant as developer retained the right in the Declaration of Condominium to amend said Declaration, and

WHEREAS, the Declarant intends to amend said declaration pursuant to Paragraph 23 of the declaration to conform the Condominium Instruments to conform them to the requirements of FHLMC or FNMA with respect to condominium projects.

NOW, THEREFORE, the Declarant declares as follows:

A. Section 7 of the Declaration is deleted. It is replaced with the following Section 7:

7. *Sale or Other Alienation.*

a. *Intentionally omitted*

b. *Intentionally omitted*

c. *Intentionally omitted*

d. *Intentionally omitted*

e. *Intentionally omitted*

RECORDING FEE \$ 58  
DATE 9/4/08 COPIES 68  
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f. In the event any Unit Owner shall default in the payment of any money required to be paid under the provisions of any mortgage or trust deed against his Unit, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereon have a lien therefor against such Unit, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the common expenses.

g. In the event a Unit Owner leases a Unit owned by him, a copy of the executed lease and a copy of any sublease or assignment or lease, as and when executed, shall be furnished by such lessor, sub-lessor, or assignor to the Association, and the lessee, sub-lessee, or assignee thereunder shall be bound by and be subject to all of the obligations of the owner with respect to such Unit as provided in this Declaration, and the lease, sublease, or assignment shall expressly so provide. The Person making any such lease, sublease, or assignment shall not be relieved thereby from any of his obligations hereunder.

h. Intentionally omitted

i. Intentionally omitted

j. Intentionally omitted

k. The terms of this Paragraph 7 shall not be applicable to

(1) the transfer or conveyance, by operation of law or otherwise, of the interest of a co-owner of any Unit, to any other co-owner of the same Unit, or the interest of a co-owner of the beneficial interest in a land trust holding title to a Unit to any other co-owner of such beneficial interest, when such co-owners hold title to such Unit or such beneficial interest as tenants in common or as joint tenants;

(2) the transfer by sale, gift, devise, or otherwise of any Unit or interest therein, or beneficial interest of a land trust holding title to a Unit to or for the sole benefit of any spouse, descendant, ancestor, or sibling (or the spouse of any such person) of the transferor;

(3) the execution of a bona fide trust deed, mortgage, or other security instrument;

(4) the sale, conveyance, or leasing of a Unit by the holder of a mortgage or trust deed who has acquired title to such Unit by deed in lieu of foreclosure or foreclosure of a mortgage or trust deed on the Property, or any Unit, or by any other remedy set forth in the mortgage or trust deed, provided such holder is a bank, savings and loan association, insurance company, or like institutional mortgagee, or any holder of a note secured by a mortgage covering any portion of the property as of the day prior to the recording of this instrument; and

(5) any sale, conveyance, lease, or transfer of a Unit by the Declarant, or any beneficiary of the Declarant, or the Developer.

l. Intentionally omitted

m. Intentionally omitted

n. Intentionally omitted

o. Upon the written request of any prospective transferor, purchaser, tenant, or mortgagee of a Unit, the Association, by its Secretary, shall issue a written and acknowledged certificate evidencing

(1) that the provisions of this Paragraph 7 have been complied with or duly waived by the Association and that the first right and option of the Association has been terminated, if such is the fact;

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(2) that any conveyance, deed, or lease is, by the terms hereof, not subject to the provisions of this Paragraph 7, if such is the fact;

and such a certificate shall be conclusive evidence of the facts contained therein.

IN WITNESS WHEREOF, the said Manager of Declarant as aforesaid and not individually has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents on the day and year first above written.

3842 NORTH ASHLAND, LLC, an Illinois Limited Liability Company

By: 

Ron D. Abrams, Manager

STATE OF ILLINOIS

) ss.

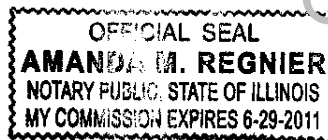
COUNTY OF COOK

I, Amanda Regnier, a Notary Public in and for said County and State, do hereby certify that Ron D. Abrams, as Manager of the 3842 North Ashland LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of August, 2008

  
Notary Public

LEGAL DESCRIPTION:



LOTS 3, 4, 5, 6 AND 7 IN CHARLES J. FORD'S SUBDIVISION OF BLOCK 18 IN EXECUTORS OF W.E. JONES SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.