



Doc#: 0830210038 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/28/2008 02:55 PM Pg: 1 of 8

FIRST AMENDMENT
TO DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS,
RESTRICTIONS,
COVENANTS AND BYLAWS
OF THE
CRANDON HALL
CONDOMINIUM

This First Amendment to the Declaration of Condominium Ownership for the Crandon Hall Condominium:

WITNESSETH:

WHEREAS, the real estate described on Exhibit 1 was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium Ownership for the Crandon Hall Condominium recorded as Document No. 24267489 (the "Original Declaration"), as amended from time to time. The Original Declaration and any amendments thereto are collectively hereinafter referred to as the "Declaration".

WHEREAS, Article IX, Section 7 of the Original Declaration (as modified by Section 27(a) of the Act) provides that certain provisions of the Declaration may be changed, modified or rescinded by the affirmative vote of the owners having at least 2/3 of the total vote and with an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit.

WHEREAS, Unit Owners owning more than 2/3rds of the total vote of the Association approved the amendment to the Declaration set forth hereinbelow at a special meeting of Unit Owners called and held for that purpose on October 25, 2008.

WHEREAS, all the mortgagees have been notified by certified mail of the approval of the Owners to adopt the amendment to Declaration set forth hereinbelow.

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

ALLAN GOLDBERG
ARNSTEIN & LEHR LLP
120 S. RIVERSIDE PLAZA., STE 1200
CHICAGO, IL 60606
RECORDER'S BOX _____

COMMON ADDRESS:

2217-2223 E. 68th Street and 6800-
6810 S. Crandon Street
Chicago, Illinois 60649

PINs: 20-24-411-021-1001 through
and including 20-24-411-021-1030

RECORDING FEE \$ 50
DATE 10/28/08 COPIES 2
OK [Signature]

899

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NOW, THEREFORE, the undersigned President of the Association, with the prior approval of the Unit Owners owning more than 2/3rds of the total percentage interests in the Association, does hereby amend Article VI of the Declaration in accordance with the text which follows (additions in text are indicated by underline; deletions by ~~strike-outs~~):

1. ~~Sale or Lease.~~ Any owner other than the Declarant who wishes to sell or lease his unit ownership (or any lessee of any unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the Owner shall give to the Board not less than thirty (30) days' prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board and successors in office, acting on behalf of the other unit owners, shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within sixty (60) days after the expiration of said period, contract to sell or lease (or sublease or assign) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.
2. ~~Gift.~~ Any owner other than the Declarant who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on behalf of the other unit owners, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Board. The Board's option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.
3. ~~Devise.~~ In the event any owner dies leaving a will devising his or her unit ownership, or any interest therein to any person or persons not heirs-at-law under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other unit owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein either from the devisee or devisees

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~~thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash, at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrators, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the unit ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board, acting on behalf of the other unit owner, or their authorized representatives, pursuant to authority given to the Board, acting on behalf of the other unit owners, or their authorized representatives, pursuant to authority given to the Board by the owners as hereinafter provided, to bid at any sale of the unit ownership or interest therein of any deceased owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.~~

4. Involuntary Sale.

- a. ~~In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days' written notice to the Board of his intention to do so, whereupon members of the Board and their successors in office, acting on behalf of the other unit owners, shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days 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.~~
- b. In the event any owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his unit ownership, the Board shall have the right to cure such default by paying the

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amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect any may be enforced in the same manner as provided for in Article II of the Bylaws.

- ~~5. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior written consent of all of the voting members except the members whose unit or units are the subject of the option. The members of the Board or their 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, which said sale is held pursuant to an order or direction of a court, upon the prior unanimous written consent of the voting members whose units are not subject to the sale, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said unit or interest therein.~~
- ~~6. Release or Waiver of Option. Upon the written consent of a majority of the Board members, any of the options contained in this Article VI may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.~~
- ~~7. Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article VI as hereinabove set forth have been met by an owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the owners, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact complied with the provisions of this Article or in respect to whom a provision of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).~~
- ~~8. Financing of Purchase Under Option.~~
- ~~a. Acquisition of unit ownership or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each owner in the ratio that his percentage of ownership in the common elements set forth in Exhibit "B" bears to the total of all such percentages applicable to units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in Paragraph 7 of Article II of the Bylaws.~~
- ~~b. The members of the Board, in their discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the unit ownership or interest therein to be acquired.~~

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~~9. Title to Acquired Interest. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the owners. Said unit ownerships or interest therein shall be sold or leased by the members of the Board in such manner as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8(a) of this Article.~~

END OF TEXT OF AMENDMENT.

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IN WITNESS WHEREOF, the Association has caused this First Amendment to Declaration to be executed and delivered as of this 27 day of October 2008.

Crandon Hall Condominium

By: Luthetis J. Carey
Its President

Attest: Peggy Jones
Its Secretary

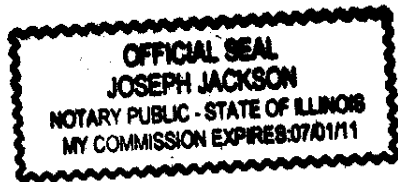
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Joseph Jackson, a Notary Public in and for the County and State aforesaid, do hereby certify that Luthetis Carey and Peggy Jones, as President and Secretary, respectively, of Crandon Hall Condominium, an Illinois not for profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of Oct, 2008.

Joseph Jackson
Notary Public



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Exhibit 1
(LEGAL DESCRIPTION FOR CRANDON HALL CONDOMINIUM)

CRANDON HALL CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED DECEMBER 30, 1977 AS DOCUMENT NUMBER 24267489 AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME:

THE EAST ½ OF BLOCK 4 (EXCEPT THE SOUTH 390 FEET) IN SOUTH SHORE DIVISION NO. 5, BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTH EAST ¼ OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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