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Cook County Recorder of Deeds  
Date: 02/17/2009 01:01 PM Pg: 1 of 5

Holiday C. Tarr  
TARR & ASSOCIATES, PC  
203 N. LaSalle St.  
Suite 2100  
Chicago, IL 60601

PIN:

ADDRESS: 435 W. Surf St., Chicago, Illinois 60657

**FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP AND  
BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
435 SURF WALK CONDOMINIUM, also known as  
SURF WALK CONDOMINIUM ASSOCIATION**

This First Amendment to Declaration of Condominium Ownership for 435 SURF WALK CONDOMINIUM is made and entered into by the Unit Owners of 435 SURF WALK CONDOMINIUM ("Unit Owners").

### RECITALS

The Declaration of Condominium Ownership for 435 SURF WALK CONDOMINIUM (the "Declaration") was recorded on February 22, 1979, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 24856841. The Declaration made certain real estate subject to the provisions of the Declaration and submitted portions of such real estate to the Condominium Property Act of the State of Illinois (the "Act").

In Article XIX, paragraph 6 of the Declaration, the power to amend, change or modify the Condominium Instruments is reserved to all of the members of the Board and at least three-fourths (3/4) of the Unit Owners.

Article IX, paragraph 1 of the Declaration provides that a Unit Owner may lease his or her Unit, or any interest therein, subject to certain restrictions provided for in paragraph 1.

The Unit Owners now desire to modify the Declaration by prohibiting leasing of Units, subject to certain exceptions.

NOW THEREFORE, the members of the Board and at least three-fourths (3/4) of the Unit Owners hereby amend the Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Declaration.

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## 2. Leasing of Units

Paragraph 1 of Article IX is stricken in its entirety and the following is inserted in place thereof:

### 1. Sale or Lease

(a) Except in the case of the death or job transfer of a Unit Owner where a majority of the Unit Owners consent in writing, or in the case of other hardship where 2/3 of the Unit Owners consent in writing, and otherwise subject to the terms and provisions of the Declaration, a Unit Owner may not lease his or her Unit, or any interest therein. Any lease of a Unit in violation of this provision shall be void and of no effect. The foregoing notwithstanding, no Unit Owner may lease his or her Unit unless such Unit Owner has occupied his or her Unit for at least one year prior to petitioning the Unit Owners for approval to lease the Unit. No more than two (2) Units may be leased at any given time. Any Owner of a Unit who wishes to lease his or her Unit Ownership shall petition the Board, in writing, at least thirty (30) days prior to the start date of any contemplated lease, together with the name, address and financial and character references of the proposed lessee and such other information concerning the proposed lessee as the Board may reasonably require. Following approval as herein provided by the Unit Owners, if the Unit Owner fails to commence such lease within sixty (60) days of the proposed lease start date, the Unit Ownership shall again become subject to approval by the Unit Owners as provided herein.

(b) If, in the sole discretion of the Unit Owners, the lease of a Unit shall be consented to as required in section (a) herein, such lease shall not be for longer than a single term of one year, unless consent to renewal or extension of the lease is granted by a vote of the Unit Owners as required in section (a).

(c) Any Owner of a Unit, (including the parking units), who wishes to sell his or her Unit Ownership shall give to the board not less than thirty (30) days prior written notice of the terms of any contemplated sale, together with the name, address and financial and character references or the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase 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 may, at the expiration of said thirty day period and at any time within ninety (90) days after the expiration of said period, contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Owner fails to close said proposed sale transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

3. Continuation. As expressly hereby amended, the Declaration shall continue in full force and effect in accordance with its terms.





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## LEGAL DESCRIPTION

LOT 3 (EXCEPT THE WEST 3 FEET) IN CONRAD FURST'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 21, 22 AND THE NORTH 34 FEET OF LOT 20 (EXCEPT THE EAST 5 FEET FOR ALLEY PURPOSES) IN THE RESUBDIVISION OF BLOCK 1 IN LE MOYNE'S SUBDIVISION OF THE SOUTH 16 ACRES OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.:

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14-28-124-030-1002  
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