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**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS
AND COVENANTS FOR SUNRISE
CONDOMINIUMS UNIT NO. 4.**



Doc#: 0916808330 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/17/2009 02:06 PM Pg: 1 of 7

ABOVE SPACE FOR RECORDER'S USE

WITNESSETH:

This Second Amendment to Declaration made and entered into and duly recorded by the unit owners of 7530 West 111th Street Corporation for Sunrise Condominium Unit No. 4; hereinafter referred to as "SUNRISE" or the "Association"; and legally described as follows:

Units NO. 1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, and 3F, as delineated on the survey of the following described parcel of real estate: Lot 2 in Mahaffey's Subdivision of the south 46 rods of the West ½ of the South East ¼ of Section 13, Township 37 North, Range 12 East of the Third Principal Meridian, except the West 189.83 feet thereof and except the East 519.30 feet thereof and also except the North 330 feet thereof, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership, made by FORD CITY BANK, as Trustee under Trust No. 860, recorded in the Office of Recorder of Cook County, Illinois as Document No. 23665869.

PIN# 2313404 0211 1001/Unit 1A; PIN# 2313404 0211 1002/Unit 1B; PIN# 2313404 0211 1003/Unit 1C;
PIN# 2313404 0211 1004/Unit 1D; PIN# 2313404 0211 1005/Unit 1E; PIN# 2313404 0211 1006/Unit 1F;
PIN# 2313404 0211 1007/Unit 2A; PIN# 2313404 0211 1008/Unit 2B; PIN# 2313404 0211 1009/Unit 2C;
PIN# 2313404 0211 1010/Unit 2D; PIN# 2313404 0211 1011/Unit 2E; PIN# 2313404 0211 1012/Unit 2F;
PIN# 2313404 0211 1013/Unit 3A; PIN# 2313404 0211 1014/Unit 3B; PIN# 2313404 0211 1015/Unit 3C;
PIN# 2313404 0211 1016/Unit 3D; PIN# 2313404 0211 1017/Unit 3E; PIN# 2313404 0211 1018/Unit 3F

WHEREAS, there has heretofore been recorded a Declaration of Condominium (herein referred to as the "Declaration") with the Recorder of Deeds, Cook County, Illinois on October 7, 1976 as Document Number 23665869, and a First Amendment thereto recorded on July 18, 1980, as Document Number 25490416.

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WHEREAS, said Declaration pursuant to Paragraph 7 of Article VIII provides for the Association to make amendments to the Declaration as follows:

"7. The provisions of Article III, Article VI, Section 5 of Article VIII, and this paragraph 7 of Article XIII of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and all of the owners and all mortgages having bona fide liens of record against unit ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the owners having at least $\frac{3}{4}$ of the total vote, and containing 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 a bona fide lien of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act."

WHEREAS, the Association would like to amend Article VIII of the Declaration, and the unit owners of SUNRISE hereby resolve to negate, terminate, and delete any and all reference to the right of first refusal in its entirety in any form throughout all articles of the Declaration of Condominium Ownership, Easements, Restrictions and Covenants for Sunrise Condominiums Unit No. 4.

AMENDMENT

NOW THEREFORE, the unit owners of Sunrise, as the legal title holders of the units and for the purposes above set forth, DECLARE AS FOLLOWS:

- A. (i) Article VIII, Paragraph 1, Page 16, is deleted in its entirety.
- (ii) Article VIII, Paragraph 2, Pages 16-17, is deleted in its entirety.
- (iii) Article VIII, Paragraph 3, Pages 17-18, is deleted in its entirety.
- (iv) Article VIII, Paragraph 4, Pages 18-19, is deleted in its entirety.
- (v) Article VIII, Paragraph 5, Page 19, shall remain in full force and effect as stated therein.
- (vi) Article VIII, Paragraph 6, Page 19, is deleted in its entirety.
- (vii) Article VIII, Paragraph 7, Page 19, is deleted in its entirety.

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- (viii) Article VIII, Paragraph 8, Pages 19-20, is deleted in its entirety.
- (ix) Article VIII, Paragraph 9, Page 20, is deleted in its entirety.
- (x) Paragraph 2 on page 2 of the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Sunrise Condominiums Unit No. 4 shall remain in full force and effect as stated therein, but said Paragraph 2 of the First Amendment shall be deemed to reference the amended Paragraph 1 as stated in section B.1. herein below.

B. The following paragraphs are hereby substituted and inserted or left unchanged, in Article VIII therein.

ARTICLE VIII

SALE, LEASE, OR OTHER ALIENATION

- 1 Unrestricted Transfers. Subject to the terms, conditions, and provisions of the First Amendment to the Declaration pertaining to Unit leasing amendments, a Unit Owner may, without restriction under the Declaration, sell, give, devise, or otherwise transfer his entire Unit, without the consent of any Unit Owner, Board, or Association. Notice of any such unrestricted transfer along with a copy of any applicable Contract, or Agreement, shall be given to the Board, in the manner provided in the Declaration for the giving of notices, within five (5) days following consummation of such transfer.
- 2 Termination and Right of First Refusal. The Association terminates its right of first refusal.
- 3 Default in Payment of Common Expenses. 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 owing to the party entitled thereto and shall thereon have a lien therefore against such Unit, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Illinois Condominium Property Act with respect to liens for failure to pay a share of the common expenses.
- 4 Association as Owner. If the Association elects and exercises its option to perfect and foreclose on a lien as stated in paragraph 3 of Article VIII, or purchases a unit offered for sale by a Unit Owner directly to the Association, then the Association shall hold title to or lease any Unit pursuant to the terms hereof, in the name of the Association, or as nominee thereof delegated by the Board, for the sole benefit of all Unit Owners pursuant to the terms of paragraph 5 of this Article VIII herein. The Board shall have the authority at any time to sell, lease or sublease said Unit on behalf of the

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Association upon such terms as the Board shall deem desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase said Unit unless Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements first authorize the sale for such lesser amount. All of the net proceeds from such a sale, lease, or sublease shall be applied in such manner as the Board shall determine.

- 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 representative, 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 half 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 representative are authorized to bid and pay for said unit or interest therein.
- 6 Rules and Regulations. The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of the Article VIII, for the purpose of implementing and effectuating said provisions.

Except as expressly set forth in this Second Amendment and the previously recorded First Amendment cited herein, all other portions of the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Sunrise Condominiums Unit No. 4 shall remain in full force and effect. This Second Amendment will be effective immediately upon the date of its recording with the Recorder of Deeds of Cook County, Illinois.

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IN WITNESS WHEREOF, the Unit Owners of SUNRISE, in compliance with Article XIII, Paragraph 7 of the Declaration, have caused the appropriate and required number of Unit Owner names to be signed to these presents this

16th day of June, 2009.

Roger Roseh
President- Board of Directors

Subscribed and sworn to
before me this day 16th
of June, 2009.



Ilene W Iglarsh
Notary Public

Prepared by:

Kevin M. McCarthy
Attorney At Law
7903 W. 159th St., Suite B
Tinley Park, IL 60477

Mail to:

Kevin M. McCarthy
Attorney At Law
7903 W. 159th St., Suite B
Tinley Park, IL 60477

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

AFFIDAVIT OF NOTICE TO MORTGAGEES

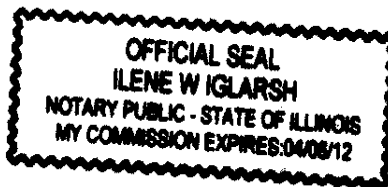
The undersigned affiant, being duly sworn under oath, does hereby state as follows:

1. The affiant is over 18 years of age.
2. That the affiant has knowledge of the matters set forth in this affidavit.
3. At least 75% of the Unit Owners have approved such amendment, change, and modification.
4. A copy of the Amendment, change or modification herein has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days before the date of such affidavit.
5. That the above stated is true and correct to the best of my knowledge.

[Signature]
Treasurer- Board of Directors
Unit No. 4 of the 7530 West 111th Street Corporation

Date 6/16/09

Subscribed and sworn to
before me this 16th day
of June, 2009.



[Signature]
Notary Public

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APPROVAL:

Unit 1A

Brian P. Ryan
Unit 1B

John B. Bishu
Unit 1C

Elaine E. Hauser
Unit 1D

Unit 1E

Ad Salim
Unit 1F

Unit 2A

[Signature]
Unit 2B

Unit 2C

Unit 2D

John A. Tolomeo

Unit 2E

Rosemary Staudt

Unit 2F

[Signature]

Unit 3A

Dong H. Yi

Unit 3B

Marzeno B. Pajol

Unit 3C

Marge Guerra

Unit 3D

Linda Braun

Unit 3E

James R. [Signature]

Unit 3F

Irada Newobekhi
