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Prepared by and upon recording
return to:

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1530 W. Fullerton
Chicago, Illinois 60614



0-22916034

Doc#: 0922916034 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/17/2009 11:17 AM Pg: 1 of 7

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT FOR THE 1247-49 NORTH BOSWORTH CONDOMINIUMS

This First Amendment is made and entered into this 15 day of June 2009, by the 1247-49 North Bosworth Condominium Association (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS, the real estate, legally described on Exhibit "A" attached hereto and incorporated herein (the "Condominium Property"), has previously been submitted to the Illinois Condominium Property Act pursuant to the Declaration of Condominium for The 1247-49 North Bosworth Condominiums, which was recorded with the Cook County Recorder of Deeds on February 20, 2004, as Document Number 0405116182 (the "Declaration");

WHEREAS, Section 16 of the Declaration provides that the Declarant has the right and power to Record (as defined in the Declaration) an amendment to the Declaration pertaining to the provision 7 of the Declaration, provided there has been "a vote of a majority of the Board [as defined in the Declaration] voting, and at least 75% of the Unit Owners [as defined in the Declaration], by an instrument in writing setting forth such amendment, change, or modification, signed and acknowledged by an authorized officer of the Board and containing an affidavit by an officer of the Association certifying that (a) at least 66 2/3% of the Unit Owners have approved such amendment, change, or modification, and (b) a copy of the amendment, change, or modification has been mailed by certified mail to all mortgagees having bona fide liens of Record against any Unit, not less than then (10) days before the date of such affidavit."

WHEREAS, the Declarant wishes to amend the Declaration with respect to Section 7 and further attaches hereto the affidavit required under Section 16 of the Declaration ("Affidavit") as Exhibit "B."

NOW, THEREFORE, DECLARANT DECLARES as follows:

1. Section 7 of the Declaration shall be deleted and replaced with:

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7. Sale or Other Alienation.

a. The Association hereby acknowledges that it shall have no first right and option to purchase any Units from any Unit Owner.

b. To the extent the Association shall have any interest in any sale or other alienation of any Unit, as further described herein, the Association shall be entitled to receive written notice of said sale or alienation.

c. 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.

d. The Association shall not exercise any option set forth above without the prior written consent of 66 2/3% of the Unit Owners, which consent must be obtained, if at all, during the period of thirty (30) days following receipt by the Association of the notice described in Paragraph 7b hereof. The Association may bid to purchase at any auction or sale of the Unit or interest therein of any Unit Owner, deceased or living, which sale is held pursuant to any order or direction of a court on the prior written consent of 66 2/3% of the Unit Owners, which consent shall set forth a maximum price that the Association is authorized to bid and pay for the Unit or interest therein.

e. Acquisition of Units or interests therein under the provisions of this paragraph shall be made from the Maintenance Fund. If said fund is insufficient, the Association shall levy a special assessment against each Unit Owner other than the owner of the unit that is to be acquired by the Association in the ratio that his percentage of ownership in the Common Elements bears to the total of such percentages applicable to Units subject to the special assessment, which assessment shall become a lien and 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. Subject to the provisions of the Act and Bylaws, the Association may borrow money to finance the acquisition of Units or interests therein, which acquisition is authorized by this paragraph; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit or interest therein to be acquired.

f. Units or interest therein acquired pursuant to the terms of this paragraph, and all proceeds of any sale or leasing thereof, shall be held of record in the name of the Association for the use and benefit of the Unit Owners in the same proportions that the Association could levy a special assessment, which special assessment will create a lien against the Units if unpaid by any Unit Owner or the Association if the Association is in title to any Unit, and which lien may be perfected and foreclosed in the manner described in §9 of the Act with respect to liens for failure to pay a share of the common expenses. Subject to the provisions of the Act and Bylaws, these

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interests therein shall be sold or leased by the Association for the benefit of such Unit Owners at such price and on such terms as the Association shall determine.

g. 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 that the Association has no first right and option to purchase any Units from any Unit Owner and such a certificate shall be conclusive evidence of the facts contained therein.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be signed on the day and year first above written.

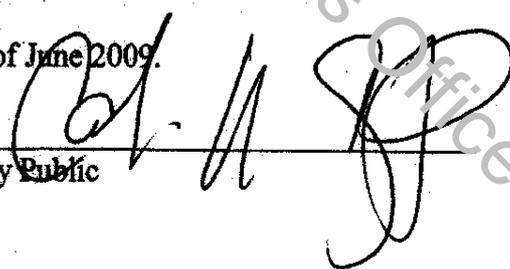
1247-49 North Bosworth Condominium Association
an Illinois not-for-profit company

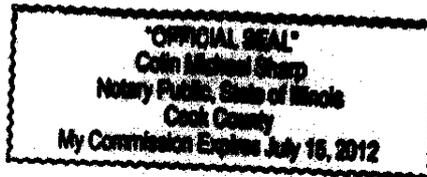
BY: 
Craig White
ITS: President

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Craig White, as a President of 1247-49 North Bosworth Condominium Association, 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 as such officer he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this 15 of June 2009.


Notary Public



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EXHIBIT A

Legal Description

Units 1N, 1S, 2N, 2S, 3N, 3S, in The 1247-49 North Bosworth Condominiums as depicted on the Plat of Survey for the following described real estate: Lots 44 and 45 in Echols and Dickson's Subdivision of Block 12 in the Canal Trustees' Subdivision of the West ½ of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which Plat of Survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded February 20, 2004 as Document No. 0405116182 in the Office of the Recorder of Deeds of Cook County, as amended from time to time.

Property Address: 1247-49 N. Bosworth, Chicago, Illinois

PIN: 17-05-116-123-1001
17-05-116-123-1002
17-05-116-123-1003
17-05-116-123-1004
17-05-116-123-1005
17-05-116-123-1006

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Exhibit "B"

AFFIDAVIT

I, Craig White, being the duly elected President of 1247-49 North Bosworth Condominium Association, do hereby state under penalties of perjury:

1. That at least 66 2/3% of the Unit Owners (as defined in the Declaration) have approved the afore First Amendment to the Declaration of Condominium Ownership Pursuant to the Condominium Property Act for the 1247-49 North Bosworth Condominiums, as demonstrated by each Unit Owners' signature on the attached Exhibit B1 indicating said approval.

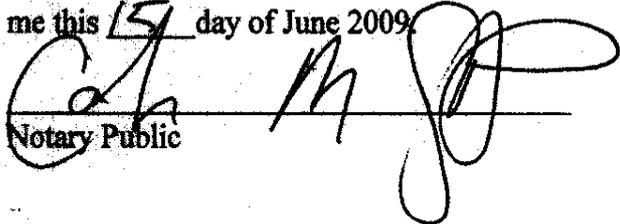
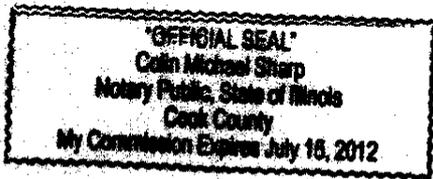
2. That a copy of the First Amendment to the Declaration of Condominium Ownership Pursuant to the Condominium Property Act for the 1247-49 North Bosworth Condominiums has been mailed by certified mail to all mortgagees having bona fide liens of Record against any Unit, consistent with the information contained in the attached Exhibit B2, no less than ten (10) days before the date hereof.

Affiant further states: Nothing.



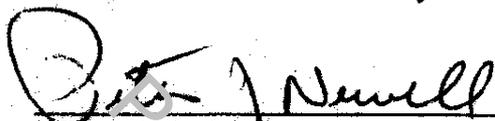
Craig White, President
1247-49 North Bosworth
Condominium Association

Subscribed and sworn to before
me this 15 day of June 2009.

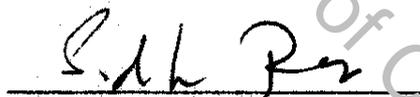

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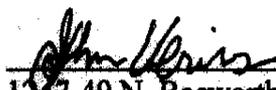
UNOFFICIAL COPY**EXHIBIT B1****CONSENT OF THE UNIT OWNERS**

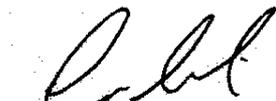
The undersigned, being all of the Unit Owners, or any one of them, do hereby consent and agree to the First Amendment to the Declaration of Condominium Ownership Pursuant to the Condominium Property Act for the 1247-49 North Bosworth Condominiums, and further hereby authorize and direct that the same is caused to be recorded with the Cook County Recorder of Deeds, in Cook County, Illinois.

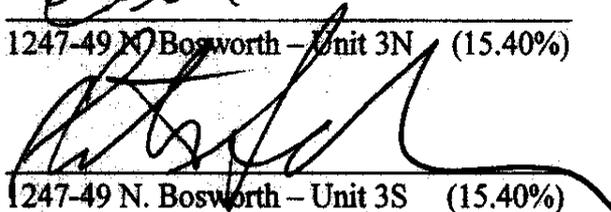

 1247-49 N. Bosworth – Unit 1N (19.63%)


 1247-49 N. Bosworth – Unit 1S (19.63%)


 1247-49 N. Bosworth – Unit 2N (14.97%)


 1247-49 N. Bosworth – Unit 2S (14.97%)


 1247-49 N. Bosworth – Unit 3N (15.40%)


 1247-49 N. Bosworth – Unit 3S (15.40%)

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EXHIBIT B2

SERVICE LIST OF MORTGAGEES

1. JP Morgan Chase Bank
Chase Home Finance
Attn: Research Department
3415 Vision Drive
Columbus, OH 43219
2. National City Mortgage
Attn: Research Department
3232 Newmark Drive
Miamisburg, OH 45342
3. Wells Fargo Home Mortgage
Attn: Written Correspondence Department
1 Home Campus
Des Moines, IA 50306-0335
5. Bank of America
Attn: Correspondence Unit
P.O. Box 5170
Simi Valley, CA 93062