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Doc#: 1006134050 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/02/2010 11:05 AM Pg: 1 of 8

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Elka Nelson
Elka Geller Nelson and Associates LLC
2000 North Racine Suite 4200
Chicago, Illinois 60614

Address : 927 W. 35th Street
Chicago, Illinois
PINs: 17-32-03 044-1001 thru 1004

ABOVE SPACE FOR RECORDER'S USE ONLY

01/06/2009

**AMENDMENT NO. 1 TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND
BYLAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR
927 W. 35TH STREET CONDOMINIUM**

This Amendment is made by and entered into by the Unit Owners of the 927 W. 35th Street Condominium.

RECITALS:

The Declaration of Condominium Ownership and Bylaws, Easements, Restrictions and Covenants for 927 W. 35th Street Condominium ("Declaration") was recorded on August 16, 2007, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 0722815000 with respect to the land described on Exhibit A attached hereto.

Pursuant to the rights granted in Article Eighteen of the Declaration, the Association may amend the Declaration upon the affirmative vote of at least sixty seven percent (67%) of the Unit Owners. As of the date hereof, the 927 W. 35th Street Condominium Association, an Illinois not for profit corporation, ("Dissolved Association") has dissolved and no longer exists under the laws of the State of Illinois. The creation of a new condominium association is contemplated but has not yet been organized under the laws of the State of Illinois. The undersigned Unit Owners, representing at least sixty seven percent (67%) of the Unit Owners, have heretofore set forth the foregoing amendments to the Declaration to a vote at a meeting of the Unit Owners on _____, 2010 and do hereby desire to amend the Declaration as set forth below.

Accordingly, the Declaration is hereby amended as follows:

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

2. Amendment of Name of Association. At such time as a new condominium association is organized under the laws of the State of Illinois, all references to the 927 W. 35th Street Condominium Association in the Declaration shall be deleted in its entirety and replaced by the new condominium association name which shall be "35th Street Condominium Association," or a similar name ("New Association"). The New Association shall not be liable for any past actions or decisions of the Dissolved Association.

3. Amendment of Section 3.4 Assignment of Limited Common Elements. The last sentence of Section 3.4 of the Declaration is hereby amended and restated in its entirety to be and read as follows:

"The storage spaces, if any, shall be assigned to a Unit upon the initial closing of each Unit. The Parking Spaces shall be assigned to each Unit as follows:

Unit 1C is assigned Parking Space P-1
Unit 2 is assigned Parking Space P-2
Unit 3 is assigned Parking Space P-3
Unit 4 is assigned Parking Space P-4

Parking Space P-5 shall be designated as a guest parking space for the commercial unit (1C) from 9:00 a.m. to 8:59 p.m. and shall be designated as a guest parking for units 2, 3 and 4 from 9:00 p.m. to 8:59 a.m. subject to any further rules or regulations the condominium association shall implement.

4. Amendment of Section 13.1(a) Board of Manager /Board of Directors. The second sentence of Section 13.1(a) of the Declaration is hereby amended and restated in its entirety to be and read as follows:

"Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, than any officer, director or other designated agent of such corporation, any partner of such partnership, any beneficiary or other designated agent such trust or any manager of such other legal entity shall be eligible to serve as a member of the Board."

5. Amendment of Section 13.2(c) General Powers of the Board. Section 13.2(c) of the Declaration is hereby amended and restated in its entirety to be and read as follows:

"The Board's powers enumerated in Section 2(a) of this Article XIII and elsewhere in this Declaration shall be limited by the provisions of Sections 1 and 2 of Article XV."

6. Amendment of Section 15.2 Reserve and Adjustments. Section 15.2 of the Declaration is hereby amended and restated in its entirety to be and read as follows:

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“The Board shall establish and maintain a reasonable reserve for contingencies and replacements, any extraordinary or non recurring Common Expense, any Common Expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. The Board may levy a special or separate assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Association for a specific purpose including, without limitation, to make major repairs, additions, alterations or improvements to the Common Elements, or (ii) to cover an unanticipated deficit under the current or prior year’s budget. If required under the Act, a separate or special assessment shall be approved, in advance, by action of the Unit Owners. Each Unit Owner shall be responsible for the payment of the amount of the special assessment multiplied by his Unit’s Undivided Interest. The Association shall have no authority to forebear the payment of assessments by any Unit Owner.”

7. Amendment of Section 15.8 Assessments. The third sentence of Section 15.8 of the Declaration is hereby amended and restated to in its entirety to be and read as follows:

“Such lien shall be subordinate to the lien of the prior recorded purchase money mortgage or trust deed against such Unit, except for the amount of assessments due or payable subsequent to the date on which the encumbrance owner or holder takes possession of the Unit, or accepts the conveyance of any interest therein (other than as security).”

8. Amendment of Section 18.6 Amendment. The first two sentences of Section 18.6 of the Declaration are hereby amended and restated in their entirety to be and read as follows:

“Except as otherwise provided in the Act, this Declaration, or in the Bylaws, the provisions of the Condominium Instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by two thirds (2/3) of the Board. Any such amendment, change or modification must be approved by a vote of at least sixty seven percent (67%) of the Unit Owners and by the mortgagees required under the provisions of the Condominium Instruments and must contain an affidavit by an officer of the Board certifying that 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 thirty (30) days prior to the date of such affidavit.”

9. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Declaration, as amended by this Amendment, shall run with and bind the Property.

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

Signature Page to Follow

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AFFIDAVIT

By its signature attached to this Amendment, each Unit Owner representing at least sixty seven percent (67%) of all Unit Owners, does hereby certify that the foregoing amendment provisions have been delivered by certified mail not less than ten (10) days prior to the date hereof to all mortgagees having a bona fide lien of record against any Unit. The Unit Owners further certify that Unit Owners representing at least sixty seven percent (67%) of the total votes and the mortgagees required under the Declaration, have approved the foregoing amendments at a meeting of the Association, duly called for such purpose.

Property of Cook County Clerk's Office

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Dated: 2/24, 2010.

UNIT OWNERS OF THE 927 W. 35TH STREET CONDOMINIUM

By: The First Commercial Bank
 Name: [Signature]
 Its: SENIOR VICE PRESIDENT
 Unit: 2 Percent Ownership Interest in Common Elements: 25%
 Unit: 4 Percent Ownership Interest in Common Elements: 27%

By: [Signature]
 Name: OWNER
 Unit: Commercial Percent Ownership Interest in Common Elements: _____

By: _____
 Name: _____
 Unit: _____ Percent Ownership Interest in Common Elements: _____

Total: _____%

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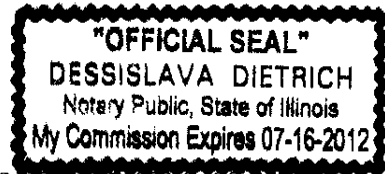
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WILLIAM CHINOS as SENAO JEE PANGRA and _____ as _____ of The First Commercial Bank ("Bank"), Unit Owner in 927 W. 35th Street Condominium, personally known to be the same person whose name ^{is} subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ^{he} they signed and delivered said instrument as ^{his} their own free and voluntary act and the free and voluntary act of the Bank, for the uses and purposes therein set forth.

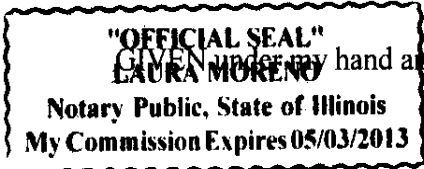
GIVEN under my hand and Notarial seal this 27th day of JANUARY, 2010.

Wendy Miller
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RYAN DAPRIE as OWNER of _____ ("Company"), a Unit Owner in the 927 W. 35th Street Condominium, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of the Company, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial seal this 24th day of February, 2010.

Laura Moreno
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, a Unit Owner in the 927 W. 35th Street Condominium, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 2010.

Notary Public

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EXHIBIT A TO
DECLARATION OF CONDOMINIUM OWNERSHIP AND
BYLAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR
927 W. 35TH STREET CONDOMINIUM

The Property

UNIT NUMBERS 1C, 2, 3 AND 4 IN THE 927 W. 35TH STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 11 IN BLOCK 2 IN GAGE, LEMOYNE, HUBBARD AND OTHERS SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERDIAN IN COOK COUNTY ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 16, 2007 AS DOCUMENT 0722815000 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

Address: 927 W. 35th Street, Chicago, Illinois 60609
PINs: 17-32-403-044-1001 through 1004

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PLAT OF SURVEY 927 WEST 35th ST. CONDOMINIUM

LOT 11 IN BLOCK 2 IN GAGE LANDINGS, RUSSELL AND OTHERS SUBDIVISION OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

COMMONLY KNOWN AS 927 WEST 35th ST., CHICAGO, ILLINOIS 60612
PER #17-32-401-000-000 (RECORDED)

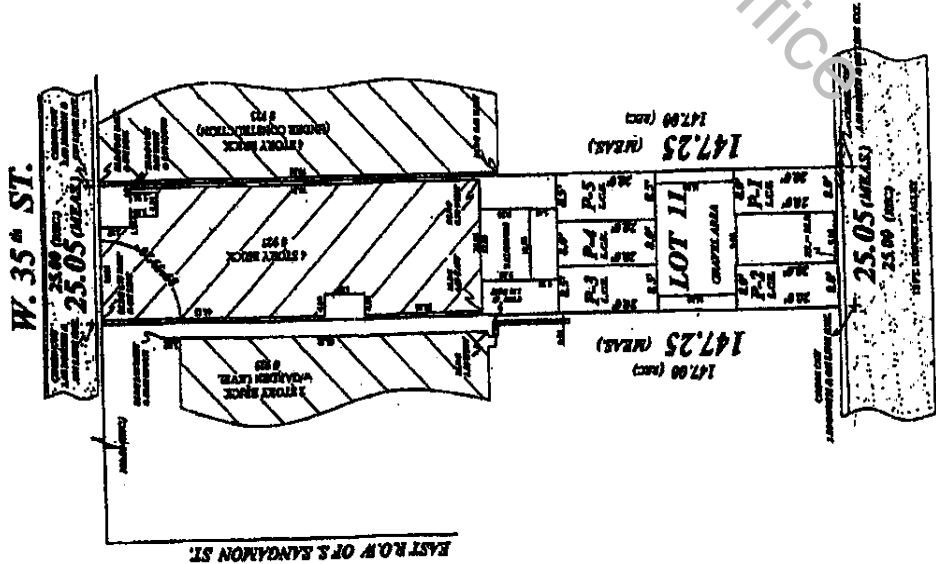
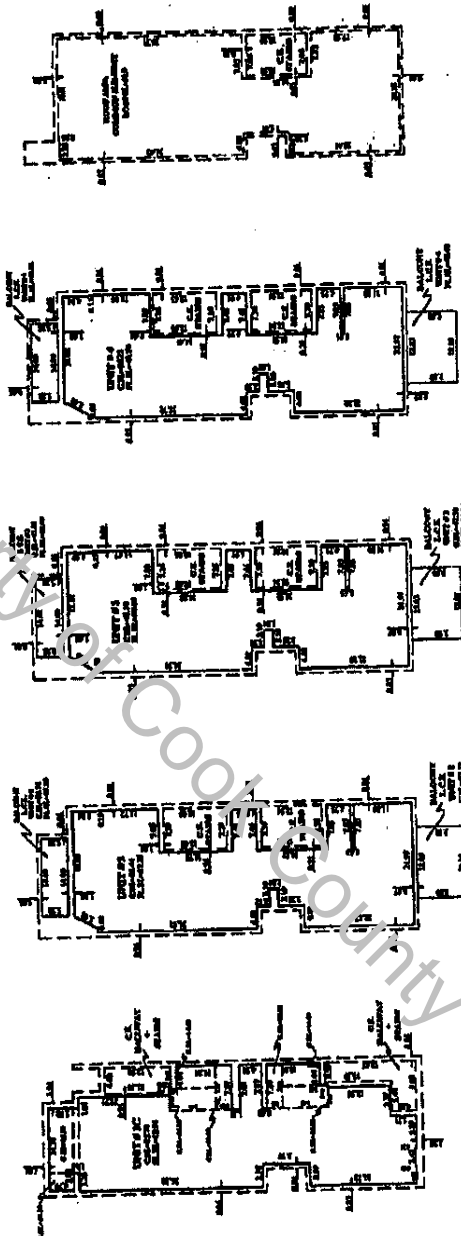


EXHIBIT A
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FIRST FLOOR SECOND FLOOR THIRD FLOOR FOURTH FLOOR ROOF LEVEL

ANDREW J. HERRMANN
LAND SURVEYOR, INC.
PROFESSIONAL DESIGN FORM
NO. 104-00010
246 COUNTRY LANE
OLDSVIEW, IL 60453
PHONE: 847-464-4700
FAX: 847-464-5700

STATE OF ILLINOIS SIGNATURE DATE:
COUNTY OF COOK August 13, 2009
I, ANDREW J. HERRMANN, LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS FOR SURVEYING IN ILLINOIS.
I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF ILLINOIS.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARD STANDARDS FOR SURVEYING.
ANY DISCREPANCY IN THIS SURVEY SHOULD BE REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS FOR SURVEYING IN ILLINOIS.

ALL DIMENSIONS AND AREAS WERE MEASURED AND CALCULATED IN THE FIELD BY THE SURVEYOR.
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