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This instrument prepared by  
and upon recording return to:  
Ryan Law Group, LLC  
1030 West Wrightwood  
Suite H  
Chicago, Illinois 60614

Doc#: 1230013034 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/26/2012 01:53 PM Pg: 1 of 5

Address of Property:  
2515 North Racine  
Chicago, Illinois 60614

P.I.N.(s): 14-29-417-060-1001, 14-29-417-060-1002  
14-29-417-060-1003, 14-29-417-060-1004  
14-29-417-060-1005, 14-29-417-060-1006

## FIRST AMENDMENT TO THE CONDOMINIUM DECLARATION FOR THE 2515 NORTH RACINE CONDOMINIUMS, CHICAGO, ILLINOIS

THE FIRST AMENDMENT to the condominium declaration for The 2515 North Racine Condominiums is made and entered into this 20 day of October, 2012 by The 2515 North Racine Condominium Association, (hereinafter referred to as the "Declarant") as follows:

Witnesseth:

WHEREAS, a Condominium Declaration for 2515 North Racine (the "Declaration") has been previously recorded with the Recorder of Deeds of Cook County, Illinois as Document Number 96582754, by which the real estate commonly known as 2515 North Racine, Chicago, Illinois 60614 (hereinafter referred to as the "Property") was submitted to the provisions of the Condominium Act of the State of Illinois.

WHEREAS, under the provisions of the Declaration, Paragraph XII, the right was reserved in the Condominium Association to record an amendment for specified purposes; and

WHEREAS, the Condominium Association now wishes to amend this Declaration by the following:

1. Article VI, Section 3, Paragraph C shall be modified to exclude windows as limited common elements, to be in agreement with the definition of Limited Common Elements (Definition M, Page 2).
2. Section 17. Amendments to be modified to adhere to Freddie Mac and Fannie Mae guidelines.

NOW, THEREFORE, the parties hereto declare that the Condominium:

1. Article VI, Section 3, Paragraph C shall hereby be deleted and the Attached Paragraph C shall be substituted therefore.

RECORDING FEE 46<sup>00</sup>  
DATE 10/26/2012 COPIES 6  
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2. Section 17: Amendments shall hereby be deleted and the attached Section 17 is substituted therefore.

IN WITNESS THEREOF, Will Nitekman, Linda Strom, Steven Fischer and Amy Stern of The 2515 North Racine Condominium Association have caused their namea to be signed hereto on the day and year as first written above.

The 2515 North Racine Condominium Association

By: [Signature]  
Will Nitekman, President, The 2515 North Racine Condominium Association

By: [Signature]  
Linda Strom, Treasurer, The 2515 North Racine Condominium Association

By: [Signature]  
Steven Fischer, Secretary, The 2515 North Racine Condominium Association

By: [Signature]  
Amy Stern, Secretary, The 2515 North Racine Condominium Association

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 Will Nitekman, Linda Strom, Steven Fischer and Amy Stern are personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes set forth herein.

Given under my hand and seal this 20 day of October, 2012

[Signature]  
Notary Public



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## **Article VI, Section 3, Paragraph (C)**

Landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements not visible from the exterior of the building which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the common elements. Anything in the foregoing to the contrary notwithstanding, the Association shall be responsible for the replacement of all exterior doors provided that where the need for repair or replacement is due to the act or omission of a Unit Owner, guest, occupant, family member or pet, the Association shall charge the Unit Owner for the cost of such repair or replacement.

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## Section 17: Amendment.

A. Changes or Modifications by Unit Owners. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners owning not less than Seventy-five percent (75%) of the total ownership of the Common Elements and acknowledged provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument. However, if the Act, the Declaration or the Bylaws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration. The change, modification, or rescission, whether accomplished under either of the provisions above, shall be effective upon recording such instrument in the office of the Recorder of Deeds; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

B. Rights of the Holders of Mortgages. Notwithstanding any provision of this Declaration or Bylaws to the contrary, written approval of the holder of a first mortgage of a Unit must be obtained with respect to a) a change in the percentage interest of the Unit Mortgaged; b) partition or subdivision of the Unit mortgaged or of the Common Elements; c) abandonment of the condominium status of the Property, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units and Common Elements; d) an amendment, change, modification or rescission which abrogates rights specifically granted herein to such holders of first mortgages; e) any transfer of Limited Common Elements serving said Unit permitted under this Declaration and the Act; f) any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; g) any proposed action that requires the consent of a specified percentage of mortgagees. Any amendment of a material adverse nature to first-lien mortgages must be agreed to by mortgagees that represent at least 51% of the unit votes (based on one vote for each first mortgage owned) subject to first lien mortgages. Any action to terminate the legal status of the project or to use insurance proceeds for any purpose other than to be rebuild must be agreed to by first-lien mortgagees that represent at least 51% of the unit votes (based on one vote for each first Mortgage owned) that are subject to first-lien mortgages.

The association shall also be required to give the holders of first mortgages prompt notice of any default in the unit mortgagor's obligations under the Declaration or any other condominium instruments within thirty (30) days of the date of default. The mortgagee and guarantor of the first-lien mortgage are to receive timely written notice of a) any condemnation or casualty loss that affects either a material portion of the Condominium Project or the unit securing its mortgage, b) any sixty day delinquency in the payment of assessments or charges owed by the owner of any unit for which it holds a mortgage, c) a lapse, cancellation or material modification of any insurance policy maintained by the association and d) any proposed action that requires the consent of a specified percentage of mortgagees. Holders of first mortgages shall also have the right upon request to examine the books and records of the Association, to require the submission of annual reports and other financial data, and to attend meetings of the Association, in the same manner as Unit Owners.

Approval to be implied or assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

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## Legal Description

UNITS 1N, 1S, 2N, 2S, 3N AND 3S IN THE 2515 NORTH RACINE CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOT 15 (EXCEPT THE NORTH 74 ½ FEET AND EXCEPT THE ALLEY) IN THE SUBDIVISION OF THE WEST ½ OF OUTLOT OF BLOCK 17 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST ½ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 96582754, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE OWNERSHIP IN THE COMMON ELEMENTS, AND AS AMENDED FROM TIME TO TIME.

PIN(s): 14-29-417-060-1001, 14-29-417-060-1002, 14-29-417-060-1003, 14-29-417-060-1004, 14-29-417-060-1005, 14-29-417-060-1006.

Commonly Known As: 2515 North Racine Chicago, Illinois 60614

PROPERTY OF COOK COUNTY CLERK'S OFFICE