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Cook County Recorder of Deeds  
Date: 02/04/2013 02:35 PM Pg: 1 of 6

**FIRST AMENDMENT TO  
DECLARATION OF  
CONDOMINIUM  
OWNERSHIP AND OF  
EASEMENTS,  
RESTRICTIONS AND  
COVENANTS AND  
DECLARATION OF BY-  
LAWS FOR 1506 TOPP  
LANE CONDOMINIUM**

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND  
OF EASEMENTS, RESTRICTIONS AND COVENANTS AND DECLARATION OF BY-  
LAWS FOR 1506 TOPP LANE CONDOMINIUM**

This First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws for 1506 Topp Lane Condominium:

**WITNESSETH:**

WHEREAS, the property legally described in Exhibit A hereto was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws recorded with the Office of the Recorder of Deeds of Cook County, Illinois on June 16, 2003 as Document No. 0316732052 (the "Declaration").

WHEREAS, Article XII of the Declaration provides that the provisions of the Declaration may be amended or modified from time to time by action or approval by Unit Owners having at least two-third (2/3) of the total vote at a meeting called for that purpose, except as otherwise indicated in and with respect to any other provision in the Declaration.

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

Michael Gnesin  
Enterprise Law Group, LLP  
150 S. Wacker Dr., Suite 1600  
Chicago, Illinois 60606

COMMON ADDRESS:  
1506 Topp Lane  
Glenview, IL 60025

PIN #s:  
04-26-409-047-1001 through  
and including -1005

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WHEREAS, the amendment to the Declaration set forth hereinbelow was approved by Unit Owners having at least two-third (2/3) of the total vote at a special meeting of Unit Owners held on January 22, 2013.

WHEREAS, a copy of the amendment made to the Declaration in the above and foregoing First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws has been mailed by certified mail to all holders of first mortgages on record.

NOW, THEREFORE, the undersigned President of the Board, with the approval by Unit Owners having at least two-third (2/3) of the total vote at a special meeting held on January 22, 2013, does hereby amend the Declaration as follows:

1. TERMS. Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.

2. AMENDMENTS.

a. The Declaration is hereby amended by deleting the entire sentence of Article VIII, Section A and inserting the following sentence in its place:

*"Neither the Board nor the Association shall have any right or option to purchase any Unit under the terms of this Declaration. The Board or the Association shall have the right and option to rent any Unit and apply the rent against assessments and other charges owed."*

b. The Declaration is hereby amended by deleting the entire sentence of Article VIII, Section B and inserting the following sentence in its place:

*"Notwithstanding the provisions of paragraph A of this Article VIII, the Board has the power to issue and enforce reasonable rules and regulations requiring notice to the Board of the sale of any Unit by the Unit Owner prior to the time any such sale is consummated as the Board may require to be reasonably necessary for proper management and security."*

c. The Declaration is hereby amended by adding a Section C to Article VIII, and adding the following sentence to Section C:

*"No Unit within the Association may be leased or rented by the Unit Owner at any given time to a Person which is not a title holder of record for the Unit."*

d. The Declaration is hereby amended by adding a Section D to Article VIII, and adding the following sentence to Section D:

*"All Units within the Association must be occupied by at least one title holder of record for the Unit."*

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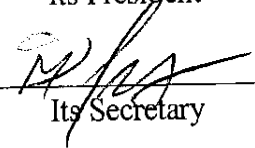
3. CONTINUATION. Except as expressly modified herein, all terms and conditions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Association has caused this First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws to be executed and delivered as of this 21 day of January, 2013.

**1506 Topp Lane Condominium Association**

By: 

Its President

Attest: 

Its Secretary

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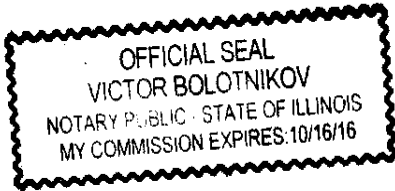
STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eugene Gonchar and Mark Sokolowski, as President and Secretary, respectively, of 1506 Topp Lane Condominium Association, an Illinois not for profit corporation, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of January, 2013.

*Victor Bolotnikov*

NOTARY PUBLIC



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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

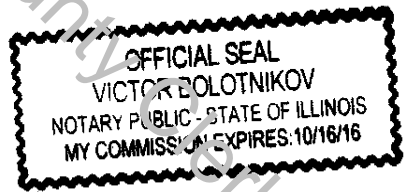
## SECRETARY'S AFFIDAVIT

I, MARK SOKOLOWSKI being first on oath duly sworn, depose and state that I am the duly elected Secretary of 1506 Topp Lane Condominium Association, an Illinois not for profit corporation, and I hereby certify (1) that the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws set forth in the above and foregoing First Amendment were approved by Unit Owners having at least two-third (2/3) of the total vote at a special meeting held on January 22, 2013, and (2) that a copy of the amendment made to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and Declaration of By-Laws has been mailed by certified mail to all lien holders of record.

x *[Signature]*

SUBSCRIBED and SWORN to before me  
this 29 day of January, 2013.

*[Signature]*  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

Parcel 1:

Units 1 through 5 in the 1506 Topp Lane Condominium, as delineated on the Plat of Survey of the following described real estate:

Lot 2 in A.J. Topp Sr. Owner's Subdivision of the North 121 feet of the North 5 acres of a 10 acre Lot lying in the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, lying East of Country Road, in Cook County, Illinois.

Which Plat of Survey is attached as Exhibit "A" to the Declaration of Condominium Ownership for 1506 Topp Lane Condominium, recorded June 16, 2003 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0316732052, as amended from time to time, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Parcel 2:

The exclusive right to the parking space numbers P-1 through P-5, a limited common element "(LCE)", as delineated on the Plat of Survey and the rights and easements for the benefit of Units 1 through 5, respectively, as are set forth in the Declaration; the Grantor reserves to itself, its successors and assigns, the rights and easements as set forth in said Declaration for the remaining land described therein.

PIN #s: 04-26-409-047-1001 through and including -1005

Common Address: 1506 Topp Lane, Glenview, IL 60025