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THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURNED TO:

Sergei Abushevitz
1707 W. Greenleaf
Chicago, Il, 60626



Doc#: 1312150044 Fee: \$46.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 05/01/2013 03:10 PM Pg: 1 of 5

AMENDMENT TO
**DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM
PROPERTY ACT FOR 2159 NORTH STAVE CONDOMINIUM ASSOCIATION**

This AMENDMENT to the Declaration of Condominium Pursuant To the Illinois Condominium Property Act for 2159 North Stave Condominium Association, made and entered into this 10 day of January, 2007, by the Board of Directors of 2159 North Stave Condominium Association (the "Board").

WITNESSETH:

The Board administers the Condominium property located in the City of Chicago, County of Cook, State of Illinois, legally described on Exhibit A attached hereto and made a part hereof;

The property was submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Pursuant To the Illinois Condominium Property Act for 2159 North Stave Condominium Association, recorded on January 10, 2007, in the Cook County Recorder of Deed's Office as Document No. 0701009107 (the "Declaration");

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The Board and the Unit Owners desire to amend the Declaration to eliminate leasing of Dwelling Units for business, speculation or investment purposes and provide the Association with a right of first refusal;

AMENDMENT TO DECLARATION

Paragraph 6 of the Declaration requires that (i) approval by all the Board members; (ii) approval by at least 67% of the Unit Owners; (iii) the amendment be signed and acknowledged by an authorized officer of the Board, (iv) the amendment contain an affidavit by an officer of the Association 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 10 (days) before the date of such affidavit; (v) the Amendment be approved by eligible First Mortgagees of 51% of Units that are subject to a mortgage or trust deed; and (vii) the amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

The DECLARATION AMENDMENT set forth below has been approved by (i) all the Board members, (ii) Unit Owners having, in the aggregate, at least sixty seven percent (67%) of the total vote, (iii) has been consented to by First Mortgagees of individual Unit Ownerships representing at least fifty-one percent (51%) of the units in the Association, and (iv) a copy of the AMENDMENT has been sent by certified mail to all mortgagees pursuant to the Secretarial Certification, Exhibit B, attached hereto and made a part hereof.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The following shall be inserted as XXIII:

7 Leasing Limitations.

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- (a) In order to prevent transience and to preserve the residential character of the Association, as of the recording date of this Amendment, the leasing of Dwelling Units to others as a regular practice for business, speculative or investment purposes is hereby prohibited subject to the following exceptions:
- a. Any Dwelling Unit occupied by the immediate family of the Unit Owner shall not be considered leased for the purpose of this Second Amendment. The “immediate family” of an Owner shall mean a spouse, child, stepchild, sibling or parent.
 - b. To avoid undue hardship, the Board of Directors may grant permission to an Owner to lease his or her Dwelling Unit to a specified lessee for a period of not more than one (1) year; unless upon a showing of continuing hardship by the Owner, the Board may permit additional or renewal leases of a Dwelling Unit for periods of one (1) year each.
 - c. To lease a Dwelling Unit under the hardship exception after the effective date of this Amendment, a Unit Owner must submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days by granting or denying the lease application. The Board has the sole discretion to approve all applications for hardship leases, and any decisions of the Board shall be binding upon the Owner.
 - d. As required by Section 18(n) of the Illinois Condominium Property Act, Owners must deliver to the Board of Directors before the lease term or occupancy commences, a written lease or a memorandum of an oral lease for any permissible leases of a Dwelling Unit.
 - e. This amendment shall not apply to any Unit Owners who bought their Units prior to June, 2012.
 - f. This amendment shall not apply to any units for which the Association has possession pursuant to the Illinois Forcible Entry and Detainer Act or to any units where title is held by the Association.
 - g. The Association shall have a right of first refusal on any sale or lease of the property. This provision shall not apply to a transfer of title by judicial foreclosure sale or tax deed. However the person(s) or party(ies) any transfer thereafter will be subject to this provision. The Board shall be given 30 days prior written notice of any planned transfer of title and a copy of any contract to which said transfer is pursuant to. Upon receipt of notice and the contract, the Board shall have 30 days in which to declare its intention to utilize this right of first refusal. If the Board does intend to utilize this right of first refusal, the Board shall call a special meeting of unit owners to approve the

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purchase of the unit in accordance with the Illinois Condominium Property Act and the governing documents of the Association.

IN WITNESS WHEREOF, the Board has duly executed these AMENDMENTS on the day and year first above written.

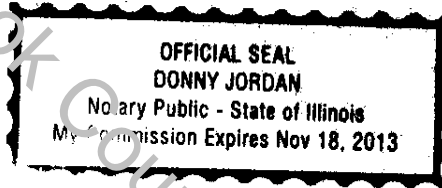
BOARD OF DIRECTORS OF
2159 N. Stave Condominium Association

By: *S. Abushevitz*
Its: President
Sergei Abushevitz

SIGNED and SWORN to

before me this 1st day of
May, 2012.

[Signature]
Notary Public



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EXHIBIT "A"

Account Number: 817237-324427

Legal:

LEGAL DESCRIPTION

Unit 1 and Unit 2

LOT 1 IN THE SUBDIVISION OF LOTS 10, 11, 12, 13 AND 14 IN BLOCK 1 IN ATTRILL'S SUBDIVISION OF PARTS OF BLOCK 2, 3, AND 5, IN LEWIS STAVE'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 2159 NORTH STAVE CONDOMINIUM

pin # 13-36-219-043-1001

and

pin # 13-36-219-043-1002

2159 N. STAVE ST.
P.I.N. # 13-36-219-025

Prepared by:
City of Chicago, Department of Water, Suite LL10, 333 S. State Street, Chicago, IL 60604
DELIVER TO RECORDER'S BOX #385

Property of Cook County Clerk's Office