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RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/13/2014 12:58 PM Pg: 1 of 6

(This space reserved for Recorder's use.)

**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR 7148-58 W. ADDISON AVENUE CONDOMINIUMS**

This FIRST AMENDMENT TO THE DECLARATION (hereinafter the "Declaration") FOR 7148-58 W. ADDISON CONDOMINIUMS (hereinafter "First Amendment") is made and executed this 24 day of April, 2014, by the undersigned duly authorized agent of 7148-58 W. Addison Condominiums Association (the "Association").

- A. The Association was created by the recording of the Declaration with respect to the property legally described on exhibit A hereof with the Recorder of Deeds of Cook County, Illinois as document number 0020132270.
- B. There have been no subsequent amendments to the Declaration to this date.
- C. Pursuant to the provisions of the Declaration, the Declaration has been amended at a meeting of the Association and the Board of Managers of the Association held on October 16, 2007 as set forth herein.
- D. Attached hereto as exhibit B is a certification of an officer of the Association as required by Section 17 of the Declaration.
- E. The Board of Managers and the Members of the Association find the amendment set forth herein to be in the best interests of the Association and its Members.

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NOW THEREFORE, the foregoing recitals are incorporated herein by reference and the Association does hereby declare as follows:

1. Section 7(p) of the Declaration is deleted and the following new section 7(c) is substituted in lieu thereof: "7(p) Unit Owners of the Association owning their Units on October 16, 2007 and their successors in interest by way of inheritance or gift shall be permitted to continue to lease or sub-lease their Units until they sell their Units; provided, however, (a) no Unit may be rented, leased or sub-leased for a term of less than seven (7) days, (b) no Unit may be rented, leased or sub-leased without a written lease or sub-lease, (c) a copy of each lease or sub-lease shall be furnished to the Board within ten (10) days after execution thereof, and (d) the rights of any lessee or sub-lessee of the Unit shall be subject to, and each such lessee or sub-lessee shall be bound by, the covenants, conditions and restrictions set forth in this Declaration, By Laws, and Board rules and regulations, and a default thereunder shall be considered a default under the lease or sub-lease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sub-lessee to pay any monthly Common Expense assessments on behalf of the Owner of that Unit. Except as provided in the previous sentence, no Unit Owner may lease, sub-lease or rent a Unit; provided, however, that such restriction shall not prevent the Association from leasing, sub-leasing or renting a Unit in the event that the Association shall be awarded possession of a Unit through a Forcible Entry and Detainer ("Forcible") proceeding or by transfer of possession of a Unit to the Association in lieu of the Association seeking an award of possession through a Forcible."
2. This First Amendment shall be effective as of the date of the meetings referenced in Recital C above.

IN WITNESS WHEREOF, the undersigned, being the duly appointed agent of the Association, has executed this First Amendment on the date first above written.

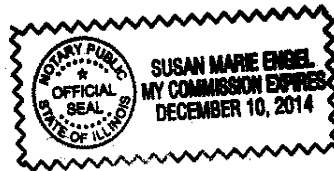
7148-58 W. Addison Avenue Condominiums Association

by Ryszard Flawit
its President

STATE OF ILLINOIS

)SS.

COUNTY OF COOK



I, Susan Marie Engel a Notary Public in and for the aforesaid County and State, DO HEREBY CERTIFY that Ryszard Flawit as President of 7148-58 W. Addison Avenue Condominiums Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that (s)he

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signed and delivered the said instrument as (his)her own free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of APRIL 2014.

Susan Marie Engel
Notary



This document prepared by and after recording return to Barry Kreisler, Kreisler Law, P.C., 2846A North Milwaukee Ave., Chicago, IL 60647

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EXHIBIT A
LEGAL DESCRIPTION

LOT 6 IN BLOCK 11 IN W. F. KAISER AND COMPANY'S ADDISON HEIGHTS SUBDIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 13-19-128-044-1001, 13-19-128-044-1002, 13-19-128-044-1003, 13-19-128-044-1004, 13-19-128-044-1005, 13-19-128-044-1006, 13-19-128-044-1007, 13-19-128-044-1008, 13-19-128-044-1009 & 13-19-128-044-1010,

Common Address: 7148-58 W. Addison, Chicago, IL 60634

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EXHIBIT B

AFFIDAVIT

State of Illinois)
)
 County of Cook)

Richard Florin being first duly sworn, deposes and states as follows:

- a) Affiant is the president of the 7148-58 W. Addison Avenue Condominiums Association (the "Association").
- b) At Meetings of the Board of Managers and Members of Association held on October 16, 2007, the following resolutions were adopted by unanimous vote of the Board of Managers and by the affirmative vote of at least 75% of the Ownership Interest of the Condominium: Resolved that the Declaration of the Association be amended as follows: "Section 7(p) of the Declaration is deleted and the following new section 7(p) is substituted in lieu thereof: "7(p) Unit Owners of the Association owning their Units on October 16, 2007 and their successors in interest by way of inheritance or gift shall be permitted to continue to lease or sub-lease their Units until they sell their Units; provided, however, (a) no Unit may be rented, leased or sub-leased for a term of less than seven (7) days, (b) no Unit may be rented, leased or sub-leased without a written lease or sub-lease, (c) a copy of each lease or sub-lease shall be furnished to the Board within ten (10) days after execution thereof, and (d) the rights of any lessee or sub-lessee of the Unit shall be subject to, and each such lessee or sub-lessee shall be bound by, the covenants, conditions and restrictions set forth in this Declaration, By Laws, and Board rules and regulations, and a default thereunder shall be considered a default under the lease or sub-lease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sub-lessee to pay any monthly Common Expense assessments on behalf of the Owner of that Unit. Except as provided in the previous sentence, no Unit Owner may lease, sub-lease or rent a Unit; provided, however, that such restriction shall not prevent the Association from leasing, sub-leasing or renting a Unit in the event that the Association shall be awarded possession of a Unit through a Forcible Entry and Detainer ("Forcible") proceeding or by transfer of possession of a Unit to the Association in lieu of the Association seeking an award of possession through a Forcible."

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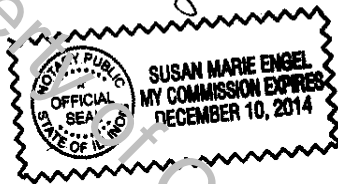
- c) A copy of the foregoing amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days before the date of this affidavit.

Dated: 4-24, 2014

Ryszard Janusz

Subscribed and sworn to before me
this 24 day of April, 2014

Susan Marie Engel
Notary Public



Cook County Clerk's Office