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This instrument was prepared by
and mail to:

John E. Lovestrand, Esq.
JOHN E. LOVESTRAND, PC
30 Green Bay Road
Winnetka, Illinois 60093

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/14/2014 01:43 PM Pg: 1 of 6

**AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND
BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS
FOR THE
1636 N. BOSWORTH CONDOMINIUMS**

This **Amendment** to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for the **1636 N. Bosworth** Condominiums is made this 30 day of July, 2014 by **1636 N. Bosworth** Condominium Association, an Illinois not-for-profit corporation (the "Association"):

WITNESSETH THAT:

WHEREAS, the former Declarant caused to be recorded a Declaration of Condominium Ownership and By-Laws Easements, Restrictions and Covenants for the **1636 N. Bosworth** Condominiums in the Office of the Recorder of Deeds of Cook County, Illinois on as Document Number **0422334057** (the "Declaration"); and

WHEREAS, pursuant to the Declaration, the Declarant held title to the following described real estate (the "Property"), which Property was, by and through the Declaration, submitted to the provisions of the Condominium Property Act:

Lots 51 and 52 in Block 2 in Chicago Distillery Company's Subdivision of Block 19 in Sheffield's Addition to Chicago in the West ½ of the Southwest ¼ of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: **1636 North Bosworth**, Chicago, Illinois 60622

Prior, Undivided Permanent Index Number(s) affected: **14-32-312-024-0000** and **14-32-312-025-0000**

New, Divided Permanent Index Numbers affected: **14-32-312-045-1001** through **1007**

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WHEREAS, in accordance with the provisions of the Declaration, in conformance with the requirements of the Condominium Property Act, 765 ILCS 605/1 (the "Act"), the Association intends to amend the Declaration by and through this Amendment to Declaration of Condominium Ownership and By-Laws Easements, Restrictions and Covenants for the 1636 N. BOSWORTH Condominiums (the "Amendment");

WHEREAS, the Declaration did not originally include a Right of First Refusal;

WHEREAS, the Association intends to **insert** into the Declaration a **Right of First Refusal** by and through this Amendment;

WHEREAS, this Amendment inserts into the Declaration a **Right of First Refusal** whereby the Association, or (should the Association decline to purchase) any of its unit owners, in that order, shall be afforded the right to purchase any other unit (and applicable to all units) based on the same terms and conditions set forth in a contract to acquire any such unit(s), as hereinbelow more fully set forth;

WHEREAS, the Declaration did not originally include certain FHA Provisions;

WHEREAS, the Association intends to **insert** into the Declaration certain **FHA Provisions** by and through this Amendment;

WHEREAS, this Amendment inserts into the Declaration the **FHA Provisions** hereinbelow more fully set forth;

WHEREAS, this Amendment is not intended to and therefore does not modify the percentage ownership interests assigned to the Units as more fully set forth in Exhibit "B" to the Declaration, which percentage ownership interests shall remain in full force and effect, unmodified by this Amendment.

NOW, THEREFORE, this Amendment amends the Declaration as follows:

1. The Recitals hereinabove set forth are incorporated herein by reference.
2. The **Right of First Refusal** provision set forth below shall be inserted into the Declaration, and to supersede and control in the event of any conflict or inconsistency otherwise set forth in the Declaration (including the By-Laws set forth therein), to wit:

(a) In connection with any sale of any unit within the Condominium, the owner (as seller) of the affected unit grants the Association, or (should the Association decline to purchase) any of its unit owners, in that order, the right of first refusal to match any offer acceptable to said owner (as seller) for the sale of the affected unit. Seller shall deliver a copy of any such offer (the "Offer") to the Association within five (5) business days of Seller's receipt of the Offer. The Association will then have five (5) business days after receipt of a copy of such Offer within which to exercise the Association's right of first refusal by notifying Seller of same in writing within said five (5) business days' period. If the Association timely notifies Seller of its election to exercise this right of first refusal, then the Association shall be required to go to contract with Seller, within two (2) business days thereafter, based on the same terms and conditions as the Offer presented, save and except only to change the name of the buyer therein and the attorney for the buyer

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(assuming one is shown in the Offer).

(b) If the Association fails to timely notify Seller of its election to exercise its right of first refusal, then this right of first refusal shall be deemed to then be granted in favor of the unit owners, or any one of them, in accordance with the same time frames set forth above for the Association.

3. For purposes of complying with the requirements of the Federal Housing Administration (FHA), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Veterans Administration (VA) – for convenience referred to herein collectively as the “**FHA Provisions**” – are set forth below and shall be inserted into the Declaration, and to supersede and control in the event of any conflict or inconsistency otherwise set forth in the Declaration (including the By-Laws set forth therein), to wit:

PROVISIONS AFFECTING FIRST MORTGAGEES

Notwithstanding any provisions to the contrary in this Condominium Declaration, the Declarant, for purposes of complying with the requirements of the Federal Housing Administration (FHA), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and the Veterans Administration (VA), this Condominium Declaration hereby declares and provides as follows:

1. The below provisions shall supersede and control in the event of any inconsistency between the below provisions and the provisions otherwise hereinabove set forth generally throughout this Condominium Declaration.

2. That:

“The Board of Managers shall notify, by timely written notice, all Unit Owners and mortgagees and guarantors of the mortgage of any Unit in the Building concerning the lapse, cancellation, material modification of any insurance policy maintained by the Association for fire, hazard, public liability or property damage insurance.”

3. That:

“The Board of Managers shall notify, by timely written notice, all Unit Owners and mortgagees and guarantors of the mortgage of any Unit in the Building of any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage.”

4. That:

“The Board of Managers shall notify, by timely written notice, all Unit Owners and mortgagees and guarantors of the mortgage of any Unit in the Building of any condemnation that affects either a material portion of the Building or the Unit securing its mortgage.”

5. That:

“The Board of Managers must give the mortgagee and guarantor of the mortgage on any Unit in the Building timely written notice of any sixty (60) day delinquency in the

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payment of assessments or charges owed by the Unit Owner of any Unit on which the mortgagee holds the mortgage.”

6. That:

“The holder of any duly recorded mortgage or trust deed against any Unit or guarantor thereof shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose unit ownership is subject to such mortgage or trust deed. It is further provided that any action to terminate the legal status of the Property after substantial destruction or condemnation or for other reasons to be agreed by mortgagees is subject to the approval by the 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 or trust deeds.”

7. That wherever this Declaration reads: “. . . the approval of any mortgagees required under the provisions of the condominium instruments,” shall be added the following phrase: **“(except if the amendment is of a material adverse nature to mortgagees then the approval by 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 shall be required) . . .”**

8. That to the extent the above provisions do not already adequately address the below issues, then the following additional verbiage shall also be applicable, to wit:

(i) **Limitations on Ability to Sell / Right of First Refusal.** Although the Declaration as currently constituted does not contain a right of first refusal, in the event that through any future amendment to the Declaration the Association injects one, then any such right of first refusal would be limited so as to not adversely impact the rights of a mortgagee or its assignee to:

- a. foreclose or take title to a condominium unit pursuant to the remedies in the mortgage;
- b. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
- c. sell or lease a unit acquired by the mortgagee or its assignee.

(ii) **Amendments to Documents.** To the extent that the Declaration as currently constituted does not already provide for the following, then it shall henceforth be clarified to provide that:

- a. amendments of a material adverse nature to first lien mortgagees be agreed to by mortgagees that represent at least 51 percent of the unit votes (based on one vote for each first mortgage owned) that are subject to mortgages;
- b. any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs or for other reasons to be agreed to by mortgagees that represent at least 51 percent of the votes (based on one vote for each first mortgage owned) of the units that are subject to mortgages; and
- c. implied approval to be 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

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the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

(iii) **Rights of Condominium Mortgagees and Guarantors.** To the extent that the Declaration as currently constituted does not already give the mortgagee and guarantor of the mortgage on any unit in the condominium the right to timely written notice, then it shall henceforth be clarified to provide that the mortgagee and guarantor of the mortgage on any unit shall be given the right to 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 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
- c. a lapse, cancellation, or material modification of any insurance policy maintained by the condominium association; and
- d. any proposed action that requires the consent of a specified percentage of mortgagees.

(iv) **First Mortgagee's Rights Confirmed.** To the extent that the Declaration as currently constituted does not already so provide, then it shall henceforth be clarified to provide that no provision of the Declaration shall give a condominium unit owner or any other party priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(v) **Unpaid Assessments (aka Dues).** To the extent that the Declaration as currently constituted does not already so provide, then it shall henceforth be clarified to provide that any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted assessments (aka dues) or charges accrued before acquisition of the title to the unit by the mortgagee.

9. That in the event of any inconsistency between the above provisions in this Article and other provisions previously set forth in this Declaration, the provisions in this Article shall supersede and control.

4. This Amendment to the Declaration is made pursuant to the applicable provisions of the Declaration and in conformance with the Act.

5. This Amendment to the Declaration is executed on the following page by the Association, by and through its President and Secretary, possessing requisite power and authority to execute this instrument in accordance with the provisions reserved unto the Association to amend the Declaration.

[end of text; see signature(s) on the following page]

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IN WITNESS WHEREOF, the Association has executed this Amendment as of the 30 day of July, 2014.

1636 N. BOSWORTH
 Condominium Association,
 an Illinois not-for-profit corporation

By: X [Signature]
 Print Name: KRZYSZTOF KARBOWSKI
 Title: President

Attested to:

By: X [Signature]
 Print Name: IVONA KARBOWSKA
 Title: Secretary

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 the above named President and Secretary of the Association, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument, as his/her/their free and voluntary act, and on behalf of the Association and its free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30 day of July, 2014.

[Signature]
 Notary Public

