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RETURNED TO:

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Chicago, IL 60602
(312) 216-2785



Doc#: 1508545032 Fee: \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/26/2015 11:34 AM Pg: 1 of 8

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS OF 2120 N. CLEVELAND CONDOMINIUM

This document is recorded for the purposes of amending the Declaration of Condominium Ownership and By-laws, Easements, Restrictions and Covenants of 2120 N. Cleveland Condominium recorded with the Recorder of Deeds of Cook County, Illinois on June 30, 1982 as Document No. 26276780 (collectively the "Declaration"), and covers the property legally described in Exhibit "A", which is attached hereto and made a part thereof.

This First Amendment is adopted pursuant to the provisions of Article XIX, Sec. 6 of the Declaration and Section 27 of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this First Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is executed by a Member of the Board of the Association, signed and acknowledged by the Board and approved by three-fourths (3/4) of the Unit Owners of the Association. See Unit Owner Affirmations that are attached hereto, and made a part thereof.

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the property has been submitted to the provisions of the Act.

WHEREAS, the Board and the Unit Owners desire to amend Article IX of the Declaration by removing the right of first refusal in favor of the Association, and implementing reasonable leasing restrictions applicable to all Unit Owners of the Association.

WHEREAS, the First Amendment has been executed by an Officer of the Board and approved by three-fourths (3/4) of the Unit Owners, and due notice having been provided to all mortgagees holding bona fide liens of record against any Unit Ownership, all in compliance with Article XIX, Sec. 6 of Declaration and Section 27 of the Act.

CCRD REVIEWER 

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NOW THEREFORE, Article IX of the Declaration, titled Sale, Leasing or other Alienation, shall be deleted in its entirety, and replaced with the following;

1. Any Unit Owner that acquires his or her Unit after the effective date of this First Amendment is prohibited from leasing the Unit for the first two (2) years of ownership. "Acquiring a unit" includes purchasing, receiving as a gift, receiving in trade, inheriting, or in any other way receiving title to the Unit.
2. Any Unit Owner that acquires his or her Unit after the effective date of this First Amendment is further prohibited from leasing the Unit for more than three (3) years during any five (5) year period.
3. No Unit shall be leased by a Unit Owner for hotel or transient purposes, or for a term less than six (6) months.
4. After the effective date of this First Amendment, there will be a one-time nonrefundable move in charge prior to tenant occupancy in an amount to be determined by the Board. This charge is per leased Unit, and not per tenant.
5. All tenants under every lease shall be bound and subject to all of the obligations, under the Declaration, and the Unit Owner making such lease and the failure of the tenant to comply therewith shall constitute a default under the lease which shall be enforceable by the Board, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. All tenants shall be bound by the provisions hereof regardless of whether the lease specifically refers to the Declaration. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board, and complete contact information for all tenants, including emails, within ten (10) days after the lease is executed and prior to occupancy, and shall further promptly notify the Association of any change in status of the lease. The Association shall maintain a record of such information with respect to all leased Units.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

This First Amendment is adopted by an instrument in writing, approved by the Unit Owners representing at least three-fourths (3/4) of the total vote of the ownership, and the signatories hereby warrant that they possess full power and authority to execute this instrument.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I VIRGINIA MOFFAT, am a Board Member of the 2120 N. Cleveland Condominium Association. I certify that the First Amendment was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of this statement, and by my signature below do hereby execute the foregoing First Amendment to the Declaration pursuant to Article XIX, Sec. 6 of the Declaration and Section 27 of the Illinois Condominium Property Act.

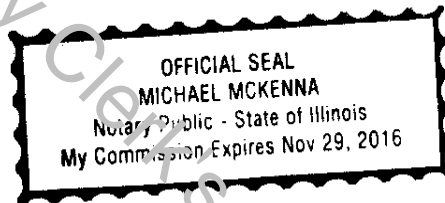
EXECUTED this 16th day of March, 2015.

BY: Virginia Moffat
Board Member of
2120 N. Cleveland
Association

Condominium

SUBSCRIBED and SWORN to before me
this 16th day of March, 2015.

Michael McKenna

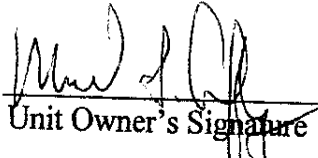


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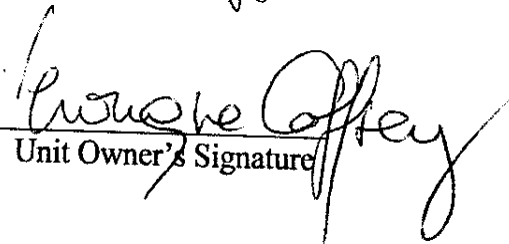
The undersigned is/are Unit Owner(s) of the 2120 N. Cleveland Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing First Amendment to the Declaration pursuant to Article XIX, Sec. 6 of the Declaration and Section 27 of the Illinois Condominium Property Act.

EXECUTED this 22 day of February 2015.

Michael S Caffrey
Unit Owner's Printed Name


Unit Owner's Signature

Veronique Caffrey
Unit Owner's Printed Name


Unit Owner's Signature

Being Unit Owner(s) of Unit # 1
in the 2120 N. Cleveland
Condominium Association

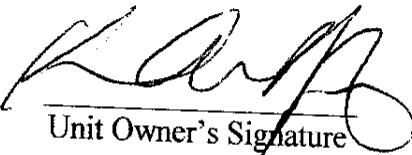
PROPERTY COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

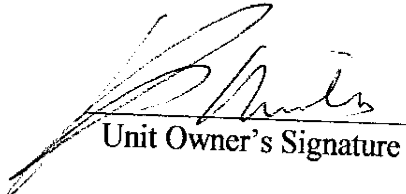
The undersigned is/are Unit Owner(s) of the 2120 N. Cleveland Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing First Amendment to the Declaration pursuant to Article XIX, Sec. 6 of the Declaration and Section 27 of the Illinois Condominium Property Act.

EXECUTED this 15th day of March 2015.

Kristin Aufst
Unit Owner's Printed Name


Unit Owner's Signature

DEBBIE MILLS
Unit Owner's Printed Name


Unit Owner's Signature

Being Unit Owner(s) of Unit # 2
in the 2120 N. Cleveland
Condominium Association

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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The undersigned is/are Unit Owner(s) of the 2120 N. Cleveland Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing First Amendment to the Declaration pursuant to Article XIX, Sec. 6 of the Declaration and Section 27 of the Illinois Condominium Property Act.

EXECUTED this 3rd day of March 2015.

VIRGINIA MOFFITT
Unit Owner's Printed Name

Virginia Moffitt
Unit Owner's Signature

Unit Owner's Printed Name

Unit Owner's Signature

Being Unit Owner(s) of Unit # Cool house
in the 2120 N. Cleveland
Condominium Association

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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The undersigned is/are Unit Owner(s) of the 2120 N. Cleveland Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing First Amendment to the Declaration pursuant to Article XIX, Sec. 6 of the Declaration and Section 27 of the Illinois Condominium Property Act.

EXECUTED this 3 day of MARCH 2015.

Annette Mongoven
Unit Owner's Printed Name

Annette Mongoven
Unit Owner's Signature

Terrence Mongoven
Unit Owner's Printed Name

Terrence Mongoven
Unit Owner's Signature

Being Unit Owner(s) of Unit # 57
in the 2120 N. Cleveland
Condominium Association

Property of Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

ALL UNITS IN THE 2120 N. CLEVELAND CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING TRACT OF LAND: LOT 3 IN THE SUBDIVISION OF LOTS 1 TO 18 IN FALCH'S SUBDIVISION OF BLOCK 22 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26276780; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Common Address: 2120 N. Cleveland, Chicago, IL 60614

PINS:
14-33-122-061-1001
14-33-122-061-1002
14-33-122-061-1003
14-33-122-061-1004
14-33-122-061-1005

Property of Cook County Clerk's Office