### **UNOFFICIAL COPY**

Prepared by and mail to:

Matthew R. Gallagher Gallagher Niemeyer & Abrams, LLC 5773 N Lincoln Ave Chicago, IL 60659

JOY OF

PIN # 17-06-422-038-0000



Doc# 1715145014 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00 KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/31/2017 10:11 AM PG: 1 OF 4

# DECLARATION OF CONDOMINIUM OWNERSHIP FOR WOLCOTT WEST CONDOMINIUMS

This amendment is made on May \_\_\_\_\_, 2017, by Wolcott West Condominium Association, Inc., an Illinois not-for-profit corporation, and the individual undersigned unit owners, for the purpose of amending the Declaration of Condominium Ov pership for Wolcott West Condominiums (hereinafter the "Declaration"), which declaration was made and entered into by 924 N. Wolcott, LLC, an Illinois Limited Liability Company, on April 6, 2004, and recorded in the Office of the Cook County (Illinois) Recorder of Deeds on April 7, 2004, as document number 0409819099, against the Property legally described as follows (hereinafter the "Property"):

LOT 15 IN BUCKINGHAM'S SUBDIVISION OF THE EAST ½ OF BLOCK 6 IN COCHRAN'S SUBDIVISION OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN COOK COUNTY, ILLINOIS.

Commonly known as:

924 N. Wolcott, Chicago, IL 60622 PIN 17-06-422-038-0000

1715145014 Page: 2 of 4

### **UNOFFICIAL COPY**

#### **RECITALS**

WHEREAS, by the Declaration recorded in the Office of the Cook County (Illinois) Recorder of Deeds, the Property has been submitted to the provisions of the Illinois Condominium Property Act as aforesaid; and

WHEREAS, Article Nine, Paragraph 9.02, provides for a process for Amending the Declaration by action of the Owners; and

WHEREAS, by unanimous consent of the owners at a meeting of the Association, they decided to exercise their rights under Paragraph 9.02.

NOW THEREFORE, the Declaration for the Wolcott West Condominium Association is hereby amended in accordance with the text which follows (deletions to the text are denoted by strikeouts):

Section 2.12. <u>LEASE OF DWELLING UNIT</u>. Any Owner shall have the right to lease all, but not less than all, of his Dwelling Unit, upon such terms and conditions as the Owner may deem advisable, with the exception that any owner may lease his Parking Space separate from his Dwelling Unit. No Dwelling Unit shall be leased for a term of less than twelve (12) months, however, there shall be no minimum lease term for any Parking Space rented separately from a Dwelling Unit. Any such lease shall be in writing, a copy of which must be delivered to the Residential Association, and shall provide that the lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. The Board may adopt such rules and regulations applicable to the leasing of Dwelling Units as it deems advisable and necessary. Notwith standing anything contained herein, the provisions of this Section and any rules or regulations adopted pursuant hereto by the Board shall not at any time apply to any Dwelling Units owned by the Declarant.

Section 3.11. PROSCRIBED ACTIVITIES: No noxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done in the Condominium Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Dwelling Units. Owner shall not place or cause or permit to be placed in the vestibules, stairways and other Common Elements of a similar nature, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

EXCEPT AS SET FORTH ABOVE, the remaining provisions of the Declaration shall continue in effect without change.

## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year first written above.

WOLCOTT WEST CONDOMINIUM ASSOCIATION, INC.		
By: Moral H. Bogh Edward Bogle, Secretary		
Signed and s worn to before me this 13 day of May, 2017 by Person(s) personally known to me	the aforesai	id
Notary Public	Seal:	JUDITH M CLASSEN SMITH OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires September 29, 2017
Owners of Unit G:		
Edward Bogle		
Marissa Bogle	C	
Signed and sworn to before me this 13 day of May, 2017 by known to me	the aforesai	d persons personally
Notary Public  Owners of Unit 1:	Seal:	JUDITH M CLASSEN SMITH OFFICIAL SEAL Notary Public, State of Illinois V y Commission Expires September 29, 2017
Jennifer A. Kole, as Trustee of the Jennifer A. Kole Trust		
Signed and sworn to before me this 13 day of May, 2017 by known to me	the aforesai	d persons personally .
Notary Public	Seal:	JUDITH M CLASSEN SMITH OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires
		September 29, 2017

# **UNOFFICIAL COPY**

Owners of Unit 2:	
Daniel Pacer	
Signed and sworn to before me this <u>13</u> <sup>T</sup> day of May, 2017 by the known to me	aforesaid persons personally
Notary Public	Seal:  JUDI: H M CLASSIN SMITH OFFICIAL 51 41 Notary Public, State of Illinois My Commission Expires
Owners of Unit 3:	September 29 2017
James Pellegrini	
Susan Sung	
Signed and sworn to before me this 28 day of May, 2017 by the known to me	afore; aid persons personally
Notary Public	Seal:  UDITH M CLASSEN SMITH OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires September 29, 2017