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**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM
OWNERSHIP
PURSUANT TO THE
ILLINOIS
CONDOMINIUM
PROPERTY ACT FOR
2640 WEST
GRANVILLE
CONDOMINIUM
ASSOCIATION**



1801845064

Doc# 1801845064 Fee \$66.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/18/2018 02:59 PM PG: 1 OF 15

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership Pursuant to the Illinois Condominium Property Act (hereafter the "Declaration") for the 2640 West Granville Condominium Association, (hereafter the "Association"), which Declaration was recorded on November 29, 2007, as Document Number 0733303141 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Board of Directors and Unit Owners desire to adopt an Amendment to include a right of first refusal for the Board of Directors and to restrict leasing at the Association, and

WHEREAS, pursuant to Section 16 of the Declaration, the Declaration may be amended, changed, or modified by an instrument in writing, setting forth such amendment, change, or modification, signed and acknowledged by an authorized officer of the Board and containing an affidavit by an officer of the Association certifying that at least 75% of the Unit Owners have approved such amendment, change, or modification, and 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 ten (10) days before the date of such affidavit, and has been approved by eligible First Mortgagees of 51% of Units;

**This document prepared by and after recording
to be returned to:**

JOSHUA A. WEINSTEIN
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060 — (847) 537-0500

WHEREAS, said instrument has
been signed by the President and the
Secretary of the Association;

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WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been approved by the Unit Owners having, in the aggregate, at least seventy five percent (75%) of Unit Owners, as evidenced by the affidavit and the attached ballots and proxy/ballots of said owners; and

WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit C certifying that a complete copy of the Amendment, including the consent form attached hereto as Exhibit D, has been mailed to all First Mortgagees having bona fide liens of record against any Unit, not less than ten days prior to the date of such Affidavit.

NOW, THEREFORE, the Association hereby declares that Section 7 of the Declaration be and is hereby deleted in its entirety and replaced as follows:

7. Right of First Refusal and Lease of Units

7.1 Right of First Refusal

- a) Sale or Lease. Any Unit Owner who wishes to sell his Unit Ownership shall give to the Board not less than thirty (30) days' prior written notice of his intent to sell and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address, and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board, acting on behalf of the other Unit Owners, shall at all time have the first right and option to purchase such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the unit Owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale of such Unit Ownership to the proposed purchaser named in such notice to the proposed purchaser named in such notice upon the terms specified therein. If the Unit Owner fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.
- b) Gift. Any Unit Owner other than the Developer who wishes to make a gift of his Unit Ownership or any interest therein to any person other than a permitted party under subsection (j) of this Section 7 shall give to the board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address, financial and character references of the intended donee and such other information concerning the intended donees as the Board may reasonably require. If the gift to such a party is not consented to by the Board, and the Unit Owner insists on making said gift, the members of the Board acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit

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Ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided, which option shall be exercisable until the date of expiration as provided herein. In the event that the Board exercises said option and the parties cannot arrive at an agreed price, then within fifteen (15) days after receipt of a written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser. The two appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the Unit Ownership or interest therein which the unit owner contemplates conveying by gift, and shall thereupon give the Board, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner and the Board and the Board's share shall be a Common Expense.

- c) Devise. In the event any Unit Owner dies leaving a will devising his Unit Ownership, or any interest therein to any person or persons not heirs-at-law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board, acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. In the event of a dispute as to purchase price, within sixty (60) days after the appointment of a personal representative for the estate of a deceased Unit Owner, the Board shall appoint a qualified real estate appraiser, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be, shall appoint a qualified real estate appraiser. Within ten (10) days after the appointment of the two (2) said appraisers, the two so appointed shall appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days thereafter, the arbitrator shall determine the fair market value of the Unit Ownership or interest therein devised by the deceased Unit Owner, and shall thereupon give written notice of such determination to the Board and said devisee, devisees, or personal representative, as the case may be, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the arbitrator shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Unit Owner is empowered to sell, and shall expire eight (8) months

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after the appointment of a personal representative, as the case may be, within the said option periods. The cost of appraisal shall be equally divided between such Unit Owner and the Board and the Board's share shall be a Common Expense.

- d) Involuntary Sale
- e) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit Ownership so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon the Board, acting on behalf of the other Unit Owners, shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price at which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty; (30) day period.
- f) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of an" mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto, and shall thereupon have a lien therefor against such Unit Ownership which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XVI hereof.
- g) Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior consent of voting owners having two-thirds (2/3rds) of the total votes. The Board or its duly authorized representative, acting on behalf of the other Unit Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Unit Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior consent of voting members having two-thirds (2/3rds) of the total votes, which said consent shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit Ownership or interest therein.
- h) Release or waiver of Option. Upon the consent of at least three-fourths (3/4) of the Board members, any of the options contained in this Section 7 may be released or waived and this Unit Ownership or interest therein, which is subject to an option set forth in this Article, may
- i) Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article as hereinabove set forth have been met by a Unit Owner, or duly waived by the

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Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

- j) Financing of Purchase Under Option. If the members of the Board, in their discretion, borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article, no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the Unit Ownership or interest therein to be acquired.
- k) Title to Acquired Interest. Unit Ownership or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Unit Owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or lease shall be deposited in the maintenance fund and used by the Board to pay for common expenses or credited to each Unit Owner in the same proportion as their ownership of common elements.
- l) Exception to the Right of First Refusal. The Board's right of first refusal, as provided in subsections (a), (b), and (c) of this Section 7, to a mortgagee who acquires title via a deed in lieu of foreclosure or by any corporation, trust, or other entity when the original Unit Owner or persons having at least majority control of said Unit Owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-owners of the same Unit, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Unit Owner, the spouse, or lawful child of the Unit Owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries thereof.
- m) Miscellaneous. If a proposed sale, devise, or gift of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration. If any sale, devise, or gift of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, devise, or gift shall be subject to each and all of the rights and option of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, devise, or gift shall be and remain in full force and effect until the

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property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

7.2 Lease of Units

- a) No Unit Owner shall be allowed to lease their Unit as of the effective date of this Amendment, however any Unit Owner properly leasing their Unit as of the effective date of this Amendment shall be "grandfathered" and allowed to continue to lease their unit until the expiration of their current lease. At that time, the Owner(s) shall be immediately subject to the lease restrictions contained herein.
- i) All Unit Owners who lease their Units are responsible for ensuring that their tenants are aware of and abide by the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.
- ii) The provisions of the Declaration, By-Laws and Rules and Regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.
- iii) In addition to the authority to levy fines, against the Owner or Tenant for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the tenant, an action for injunctive and other equitable relief, or an action at law for damages.
- iv) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner and/or the Tenant to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
- v) All unpaid charges including legal fees as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- vi) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order

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of Possession by the Circuit Court of Cook County.

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 10 DAY OF DECEMBER, 2017

2640 W. GRANVILLE
CONDOMINIUM ASSOCIATION

By: 

Its President

ATTEST:

By: 

Secretary

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EXHIBIT A

LEGAL DESCRIPTION

UNITS 1-W, 1-E, 2-W, 2-E, 3-W, 3-E, P-1, G-1, G-2, G-3 AND G-4 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 2640 WEST GRANVILLE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE:

LOTS 17 AND 18 IN BLOCK 2 IN TJ GRADY'S 4TH GREEN BRIAR ADDITION TO NORTH EDGE WATER, BEING A SUBDIVISION OF THE WEST HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED ON NOVEMBER 29, 2007 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY AS DOCUMENT NO.: 0733303141 ALL IN COOK COUNTY, ILLINOIS.

Common Address: 2640 W. Granville Avenue
Chicago, IL

Permanent Index Number: 13-01-210-044-1001
Through and including: 13-01-210-044-1011


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EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, PERSIDA BULARCA, do hereby certify that I am the duly elected and qualified secretary for 2640 W. Granville Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for 2640 W. Granville Condominium Association, was duly approved by at least seventy five percent (75%) of the Unit Owners, in accordance with the provisions of Section 16 of the Declaration.



Secretary

Dated at 12/10/17, Illinois this

10 day of December, 2017.


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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION AND APPROVAL

I, PERSIDA BULARCA, do hereby certify that I am the duly elected and qualified Secretary for 2640 W. Granville Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for 2640 W. Granville Condominium Association was mailed to all mortgagees having bona fide liens of records not less than ten (10) days prior to the date of this Affidavit and approved by at least fifty one percent (51%) approval of all eligible First Mortgagees.


Secretary

Dated at 12/10/17, Illinois, this

10 day of DECEMBER, 2017.

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2640 W. GRANVILLE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for 2640 W. Granville Condominium Association, specifically regarding leasing:

☒ I AGREE THE AMENDMENT SHOULD BE PASSED.

☐ I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

Nicoleia Vairac (signature)

NICOLEIA VAIRAC (print name)

DATE: DECEMBER 10TH, 2017

Property Address: 2640 W GRANVILLE AVE APT 1E
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

WINTRVST BANK

Loan No. _____

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY**PROXY/BALLOT FOR****2640 W. GRANVILLE CONDOMINIUM ASSOCIATION****MEETING OF** 12. 10, 2017


I, (print name) Camelia Chereches, owner of the Unit listed below at 2640 W. Granville Condominium Association, do hereby constitute and appoint Cosmin Alb, or the Board of Directors if no name is specified; as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held 12/10/2017, 2017, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- ☒ I approve of the Amendment regarding the right of first refusal and restriction of leasing.
- ☐ I do not approve of the Amendment regarding the right of first refusal and restriction of leasing.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the _____ day of Dec 1, 2017, 2017.

 Camelia Chereches (Dec 1, 2017)	Name and Address of Mortgage Lender (if any): Bank of America
Signature line Camelia Chereches	Home Loans
Printed Name	tel:18664660979

Property Address: 2640 W. Granville Unit # 2E
Chicago, Illinois

Percentage of Ownership: 100 %

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2640 W. GRANVILLE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for 2640 W. Granville Condominium Association, specifically regarding leasing:



I AGREE THE AMENDMENT SHOULD BE PASSED.



I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:



(signature)

PERSIDA BULARCA

(print name)

DATE:

2014

Property Address:

2640 W GRANVILLE APT 2X, 60659
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

BANK OF AMERICA

Loan No. _____

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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PROXY/BALLOT FOR

2640 W. GRANVILLE CONDOMINIUM ASSOCIATION

MEETING OF 12.10, 2017

I, (print name) DORIN RUS, owner of the Unit listed below at 2640 W. Granville Condominium Association, do hereby constitute and appoint NICOLETA VAIKAE, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held 12/10/2017, 2017, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- ☒ I approve of the Amendment regarding the right of first refusal and restriction of leasing.
- ☐ I do not approve of the Amendment regarding the right of first refusal and restriction of leasing.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 1 day of DECEMBER, 2017.

<p><u>Rus</u></p> <p>Signature line</p> <p><u>DORIN RUS</u></p> <p>Printed Name</p>	<p>Name and Address of Mortgage Lender (if any):</p> <p><u>BANK OF AMERICA</u></p>
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Property Address: 2640 W GRANVILLE AVE Unit # 3 E
Chicago, Illinois

Percentage of Ownership: 100 %

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2640 W. GRANVILLE CONDOMINIUM ASSOCIATION

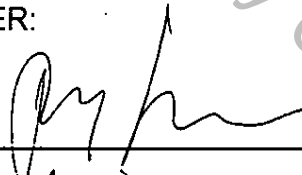
BALLOT

Regarding the proposed Amendment to the Declaration for 2640 W. Granville Condominium Association, specifically regarding leasing:

☒ I AGREE THE AMENDMENT SHOULD BE PASSED.

☐ I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

 (signature)
Luisa Burca (print name)

DATE: Dec. 10th, 2010

Property Address: 2640 W Granville Unit 3W
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

Loan No. _____

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.