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AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY- LAWS FOR PEORIA ROW OF RIVER WEST CONDOMINIUM ASSOCIATION



Doc# 2021206240 Fee \$93.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/30/2020 12:35 PM PG: 1 OF 7

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws ("Declaration") for Peoria Row of River West Condominium Association, ("Association"), which Declaration was recorded on September 25, 2002 as Document Number 0021050406 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 concerning the right of first refusal; and

WHEREAS, pursuant to Article 13, Section 13.7 of the Declaration, the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Vice President of the Board, and approved by the Unit Owners having, in the aggregate, at least sixty-seven (67%) percent of the total vote, at a meeting called for that purpose. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; and

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

This document prepared by and after recording to be returned to:
KATHARINE W. GRIFFITH
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060 — (847) 537-0500

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto certifying that said instrument has been approved, at a meeting called for such purpose, by the Unit Owners having, in the aggregate, at least sixty-seven (67%) percent of the total vote; and

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NOW, THEREFORE, the Association hereby declares that Article 12 of the Declaration be and is hereby amended as follows (additions in text are indicated by underline and deletions are indicated by ~~strike-out~~):

12.1 Unrestricted Transfers. Subject to Section 12.2 below, a Unit Owner, without restriction under the Declaration, may sell, give, devise, lease or otherwise transfer its entire Unit. Notice of any such unrestricted transfer shall be given to the Board, in the manner provided in this Declaration for the giving of notices, within five (5) days following consummation of such transfer.

~~Restricted Transfers.~~ Subject to the exceptions set forth below, a Unit Owner wishing to sell or lease his Unit, and any lessee of any Unit wishing to assign or sublease his lease of a Unit, shall first obtain from the proposed purchaser, lessee or assignee, as the case may be, a bona fide offer in writing, setting forth all the terms and conditions of the proposed transaction.

(a) ~~Notice to the Board.~~ If an Owner or lessor intends to accept the offer, he shall give to the Board not less than thirty (30) days' prior written notice of the terms of the contemplated sale or lease, a copy of the contract or lease, as the case may be, executed by the purchaser and/or lessee, the name, address and financial character reference of the proposed purchaser or lessee or sublessee and such other information concerning the proposed purchaser or lessee or sublessee as the Board may reasonably require.

(b) ~~Right of First Refusal.~~ The members of the Board acting on behalf of the other Owners shall during the thirty (30) day period following receipt of the notice have the first right and option to purchase or lease the Unit upon the same terms as are contained in the notice. If the Board shall give written notice to the Seller or lessor that it has elected not to exercise the option, or if the Board shall fail to give notice within the thirty (30) day period that it does not elect to purchase or lease as herein provided, the Owner or lessor may, within ninety (90) days after the expiration of the thirty (30) day period, contract to sell or lease (or sublease or assign) the Unit to the proposed purchaser or lessee or sublessee upon the terms described and set forth in the notice. If the Owner or lessor fails to close the proposed sale or lease transaction within the ninety (90) day period, the unit shall again become subject to the Board's right of first refusal as herein provided.

12.2 Limits on Lease Terms. No portion of a Unit Ownership which is less than the entire Unit Ownership shall be leased except as provided herein; provided, however, that the foregoing limitation shall not restrict a Unit Owner from leasing his assigned parking space. No lease shall extend for a term in excess of the earlier to occur of the termination of Unit Ownership or 2 years. The lessee under every lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, 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. Each and every lease of a Unit Ownership shall be in writing and the Unit Owner

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leasing the Unit Ownership shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed and prior to occupancy.

12.3 Exclusions. The provisions of Sections ~~12.1 and~~ 12.2 shall not apply to a transfer or lease of a Unit, or interest therein, by or to (a) the Board, (b) the Declarant, (c) a mortgagee who has obtained title to the Unit Ownership through foreclosure or deed in lieu of foreclosure, or (c) between co-owners of the same unit, and ~~neither Section 12.1 nor~~ Section 12.2 may not be amended or deleted without the prior written consent of Declarant, so long as Declarant owns any Units.

12.3 Financing of Purchase by Association. The Board shall have authority to make such mortgage arrangements and other financing arrangements, and to authorize such special assessments proportionately among the respective Unit Owners, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit Ownership, or interest therein, by the Association.

~~12.4 Effect of Non-Compliance. If any sale, assignment, lease or sublease of a Unit Ownership is attempted or consummated without complying with the provisions of this Article 12, such sale, assignment, lease or sublease shall be subject to the rights and options of the Board, and remedies available to the Board, hereunder or otherwise, including without limitation, denial or termination of possession of the Unit.~~

12.5 Miscellaneous.

(a) The Association shall hold title to or lease any Unit Ownership, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, mortgage, lease or sublease said Unit Ownership on behalf of the Association upon such terms as the Board deems desirable, but in no event may a Unit be sold (other than pursuant to a foreclosure or deed in lieu of foreclosure) for less than the amount paid by the Association to purchase said Unit Ownership unless Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements first authorize the sale for such lesser amount. All of the net proceeds from such a sale, mortgage, lease or sublease shall be applied in such manner as the Board shall determine.

(b) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article 12, for the purpose of implementing and effectuating such provisions.

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

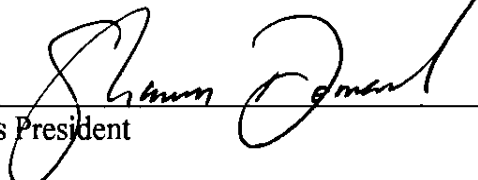
Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

[SIGNATURE PAGE TO FOLLOW]

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APPROVED THIS 29th DAY OF APRIL, 2020.

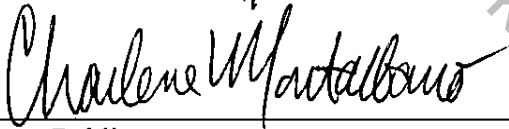
PEORIA ROW OF RIVER WEST
CONDOMINIUM ASSOCIATION

By: 
Its President

ATTEST:

By: _____
Secretary

Subscribed and Sworn to before me
this 29 day of April, 2020


Notary Public



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APPROVED THIS 29th DAY OF April, 2020.

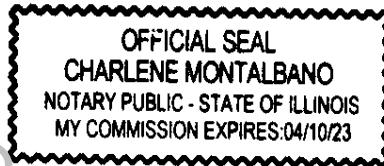
PEORIA ROW OF RIVER WEST
CONDOMINIUM ASSOCIATION

By: _____
Its President

ATTEST:

By: Catherine J. Canavan
Secretary

Subscribed and Sworn to before me
this 29 day of April, 2020



Charlene Montalbano
Notary Public

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AFFIDAVIT OF UNIT OWNER APPROVAL

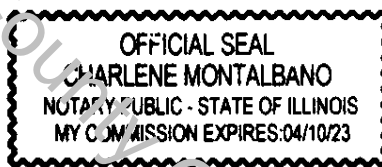
I, Catherine A CANAVAN, do hereby certify that I am the duly elected and qualified Secretary for the Peoria Row of River West Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Peoria Row of River West Condominium Association, was duly approved by Unit Owners having, in the aggregate, at least sixty-seven (67%) percent of the total vote, at a meeting called for such purpose, in accordance with the provisions of Article 13, Section 13.7 of the Declaration.

Catherine A Canavan
Secretary

Dated at Chicago, Illinois this
5 day of May, 2020.

Subscribed and Sworn to before me
this 5th day of May, 2020



Charlene Montalbano
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

Units 657-1 through 669-3N in the Peoria Row of River West Condominium, as delineated on a survey of the following described tract of land:

Lots 12, 13, 14, 15, 16 and 17 In Phillips and Fay's Addition to Chicago in the northeast 1/4 of the northeast 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached u exhibit "C" to the Declaration of Condominium recorded September 25, 2002 as document no. 0021050406; as amended from time to time in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
657-1	17-08-222-031-1001	657 N Peoria St, Unit 1 Chicago, IL 60642
657-2	17-08-222-031-1002	657 N Peoria St, Unit 2 Chicago, IL 60642
657-3	17-08-222-031-1003	657 N Peoria St, Unit 3 Chicago, IL 60642
663-GS	17-08-222-031-1004	663 N Peoria St, Unit GS Chicago, IL 60642
663-GN	17-08-222-031-1005	663 N Peoria St, Unit GN Chicago, IL 60642
663-1S	17-08-222-031-1006	663 N Peoria St, Unit 1S Chicago, IL 60642
663-1N	17-08-222-031-1007	663 N Peoria St, Unit 1N Chicago, IL 60642
663-2S	17-08-222-031-1008	663 N Peoria St, Unit 2S Chicago, IL 60642
663-2N	17-08-222-031-1009	663 N Peoria St, Unit 2N Chicago, IL 60642
663-3S	17-08-222-031-1010	663 N Peoria St, Unit 3S Chicago, IL 60642
663-3N	17-08-222-031-1011	663 N Peoria St, Unit 3N Chicago, IL 60642
669-GS	17-08-222-031-1012	669 N Peoria St, Unit GS Chicago, IL 60642
669-GN	17-08-222-031-1013	669 N Peoria St, Unit GN Chicago, IL 60642
669-1S	17-08-222-031-1014	669 N Peoria St, Unit 1S Chicago, IL 60642
669-1N	17-08-222-031-1015	669 N Peoria St, Unit 1N Chicago, IL 60642
669-2S	17-08-222-031-1016	669 N Peoria St, Unit 2S Chicago, IL 60642
669-2N	17-08-222-031-1017	669 N Peoria St, Unit 2N Chicago, IL 60642
669-3S	17-08-222-031-1018	669 N Peoria St, Unit 3S Chicago, IL 60642
669-3N	17-08-222-031-1019	669 N Peoria St, Unit 3N Chicago, IL 60642