

UNOFFICIAL COPY  
FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS  
AND COVENANTS FOR CHERRY LANE'S FIRST CONDOMINIUM

This amendment is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for CHERRY LANE'S FIRST CONDOMINIUM, which Declaration was recorded on August 27, 1964 as Document No. 19227425 in the Office of the Recorder of Deeds of Cook County, Illinois against the property (hereafter "the Property") legally described as follows:

Units 1-A, 2-A, 3-A, 4-A, 5-B, 6-B, 7-C, 11-A, 12-A, 13-A, 14-A, 15-B, 16-B and 17-C together with their undivided percentage of interest in and to the following described land as delineated on a survey of:

That part of Lot 6 in Northbrook Commercial Trust Subdivision of part of Lot 41 in Walter's Re-Subdivision of part of the Northeast quarter of the Southeast quarter of Section 9, Township 42 North, Range 12 East of the Third Principal Meridian; also part of the Northwest quarter of the Southwest quarter of Section 10, Township 42 North, Range 12 East of the Third Principal Meridian; also part of the Northeast quarter of Section 9 aforesaid, and part of the Northwest quarter and the Southwest quarter of Section 10, aforesaid, described as follows: Beginning at the Southwest corner of said Lot 6; thence Easterly along the South line of said Lot 6, 14.60 feet to a point of curvature; thence continuing along the South line of said Lot 6, said line being a curve, concave Southerly, and having a radius of 714.43 feet, for a distance of 95.44 feet; thence Northerly along a line forming an angle of 105 degrees, 52 minutes from Southwest to North with the last described line, a distance of 121.0 feet; thence continuing North to a point on the North line of said Lot 6, said point being 145.85 feet East of the point of curvature; thence Southwesterly along said North line of said Lot 6, said line being a curve, concave Southerly and having a radius of 635.65 feet, a distance of 145.85 feet to aforesaid point of curvature; thence continuing Southwesterly along the North line of said Lot 6, 48.37 feet to the Northwest corner of said Lot 6; thence Southeasterly along the Westerly line of said Lot 6, 168.48 feet to the point of beginning, in Cook County, Illinois.

02220175

This amendment is adopted pursuant to the provisions of Article XIII, Paragraph 7 of the aforesaid Declaration. Said paragraph provides that this type of amendment, which amends Article VIII, Section 1 of the Declaration, the text of which is set forth below, shall become effective upon the approval of at least three-fourths (3/4) of the total votes of the unit owners of the Association entitled to be cast.

RECITALS

WHEREAS, by a Declaration of Condominium Ownership And Of Easements, Restrictions And Covenants (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 Illinois Condominium Property Act; and

WHEREAS, the Board of Directors and the Unit Owners desire to amend the Declaration in order to provide limitations on and requirements for the rental and leasing of the Units.

WHEREAS, the amendment has been approved in writing and signed by all Board Members and by Unit Owners having at least three-fourths (3/4) of the total votes of the Unit Owners of the Association.

DEPT-01 RECORDING \$33.50  
T4444 TRN 0526 04/03/92 13:23:06  
#3942 : D \* 92 - 226575

COOK COUNTY RECORDER

335  
6000000000

This document was prepared by:  
Scott J. Linn  
Attorney at Law  
3340 Dundee Road, Suite 2C-3  
Northbrook, IL 60062  
(708) 291-1160

# UNOFFICIAL COPY

NOW THEREFORE, Article VIII, Section 1 of the Declaration Of Condominium Ownership And Of Easements, Restrictions And Covenants for CHERRY LANE'S FIRST CONDOMINIUM is hereby amended in accordance with the text which follows. Additions in text are indicated by underline; deletions by ~~strikeout~~.

1. Sale or Lease. Any owner other than the Trustee who wishes to sell or lease his unit ownership (or any lessee of any unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the owner shall give to the Board no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other unit owners, shall at all times have the first right and option to purchase or lease 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. If said option is not exercised by the Board within said thirty (30) days, the owner (or lessee) may, at the expiration of said thirty-day period and at any time within sixty (60) days after the expiration of said period, contract to sell or lease (or sublease or assign) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

(a) Subsequent to the effective date of this amendment enacting this subsection (a), no Unit Owner shall be permitted to lease or rent out the Owner's Unit, unless as of the effective date of this amendment: (1) title to the Unit was held by the Unit Owner, the Unit Owner's spouse or immediate family, the devisor of the Unit Owner, or the trustee of the Unit Owner pursuant to a trust agreement; or (2) the Unit Owner had entered into a written contract for purchase of the Owner's Unit previous to the effective date of this amendment. Any Unit which can be leased or rented out as set forth under the provisions of this Article VIII, Section 1, can no longer be leased or rented out once the ownership of the Unit is transferred to a subsequent Unit Owner, except as is specifically provided for herein.

(b) The provisions of this Section prohibiting the renting or leasing of a Unit, shall not apply to: (1) any mortgagee that becomes a Unit Owner by purchasing a Unit at a sale held pursuant to proceedings to foreclose its mortgage, by obtaining a judgment by common law strict foreclosure, by taking a deed to the Unit in lieu of foreclosure or otherwise by taking possession of the Unit pursuant to a court order under the Illinois Mortgage Foreclosure Law; and (2) the Association where the Association has obtained possession of a Unit pursuant to an action brought by the Association to foreclose a lien against the Unit for the Owner's failure to pay common expenses,

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or where the Association has obtained possession of a Unit pursuant to a Forcible Entry and Detainer action brought by the Association in the manner prescribed by the provisions of Article IX of the Illinois Code of Civil Procedure.

- (c) In order to prevent transiency and to preserve the residential character of the Association, any Unit Owner who is permitted to lease a Unit under the provisions of this Article VIII, Section 1 shall not: (1) lease less than the entire Unit; (2) lease a Unit for other than housing or residential purposes; or (3) lease a Unit for a period of time which is less than twelve (12) consecutive months, unless the Unit Owner is given permission to do so in writing by the Board of Directors.
- (d) To meet special situations and to avoid undue hardship or practical difficulties, the Board may grant to any Unit Owner, the permission to lease or rent that Owner's Unit to a specified lessee for a period of time not to exceed twelve (12) consecutive months, and on such other terms and conditions as the Board may establish.
- (e) The requirements of this amendment shall not apply to: (1) any lease agreement in existence as of the effective date of this amendment; and (2) any Unit Ownership for a period of at least twelve (12) consecutive months from the effective date of this amendment.

This completes the text of the amendment. The remaining provisions of the Declaration shall continue in effect without change.

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STATE OF ILLINOIS)  
COUNTY OF COOK )

We, the undersigned, are all members of the Board of Directors of the Cherry Lane's First Condominium Association established by the aforesaid Declaration of Condominium Ownership And Of Easements, Restrictions And Covenants and by our signatures below, we hereby confirm our consent to the adoption of the foregoing amendment as listed, to the Declaration of the Association. In witness whereof we have set our hands and seals this 11th day of MARCH 1992.

Frank J. McMillan  
John R. Miller  
Janet H. Metzger  
Maudine M. Bowman  
Marguerite H. Heckman

Being all the members of the Board of Directors of the Cherry Lane's First Condominium Association

I, Marguerite Heckman state that I am the Secretary of the Board of Directors of the Cherry Lane's First Condominium Association established by the aforesaid Declaration of Condominium Ownership And Of Easements, Restrictions And Covenants, and that all the foregoing are true and correct signatures of all the members of the Board of Directors of the Association, that the members of the Board of Directors are personally known to me, and that they signed this instrument as their free and voluntary act for the uses and purposes herein set forth.

BY: Marguerite Heckman  
Marguerite Heckman, Secretary

92226175

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STATE OF ILLINOIS     )  
COUNTY OF COOK        )

I, FRANK J. MUEHLBAUER, as President of the CHERRY LANE'S FIRST CONDOMINIUM ASSOCIATION, states that a meeting of the unit owners of said Association was held on October 29, 1991 and that at said unit owners meeting, the foregoing amendment to the Declaration, a copy of which is contained in this document, was approved in writing, by unit owners having at least three-fourths (3/4) of the total votes of the Association. In addition, the names and signatures of those unit owners who voted on the amendment to the Declaration are subscribed to the Ballots listing the amendment and said Ballots are a part of and can be found in the books and records of the Association.

By: Frank J. Muehlbauer  
Frank J. Muehlbauer, President  
of the Cherry Lane's First  
Condominium Association

Attested to: Marguerite Heckman  
Marguerite Heckman, Secretary  
of the Cherry Lane's First  
Condominium Association

SUBSCRIBED and SWORN  
to before me this 23<sup>rd</sup> day  
of March

Stannus Muehl  
Notary Public



92226175

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK )  
 )  
 )

I, FRANK J. MUEHLBAUER, being first duly sworn on oath, deposes and states that I am the President of the CHERRY LANE'S FIRST CONDOMINIUM ASSOCIATION and that written notice of the foregoing amendment to the Declaration Of Condominium Ownership And Of Easements, Restrictions And Covenants has been sent 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 such affidavit, following reasonable attempts to ascertain the identity of the latter.

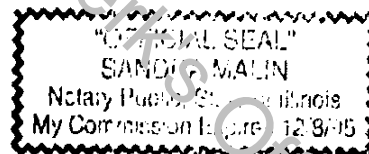
The following is a list of all mortgagees to whom written notice of this amendment has been sent:

1. Deerfield Federal Savings
2. First National Bank of Northbrook
3. First Federal Of Elgin Savings & Loan Association
4. First Nationwide Bank
5. Glenview State Bank

*Frank J. Muehlbauer*  
Frank J. Muehlbauer, President  
of the Cherry Lane's First  
Condominium Association

SUBSCRIBED and SWORN  
to before me this 23<sup>rd</sup> day  
of March

*Sandra Malin*  
NOTARY PUBLIC



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PERMANENT TAX INDEX NUMBERS FOR  
CHERRY LANE'S FIRST CONDOMINIUM

04-10-118-012-1001

04-10-118-012-1002

04-10-118-012-1003

04-10-118-012-1004

04-10-118-012-1005

04-10-118-012-1006

04-10-118-012-1007

04-10-118-012-1008

04-10-118-012-1009

04-10-118-012-1010

04-10-118-012-1011

04-10-118-012-1012

04-10-118-012-1013

04-10-118-012-1014

THIS DOCUMENT WAS PREPARED BY:

Scott J. Linn  
Attorney at Law  
3340 Dundee Rd., Suite 2C-3  
Northbrook, IL 60062  
(708) 291-1160

92226175

**UNOFFICIAL COPY**  
FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR CHERRY LANE'S FIRST CONDOMINIUM 92226575

This amendment is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for CHERRY LANE'S FIRST CONDOMINIUM, which Declaration was recorded on August 27, 1964 as Document No. 19227425 in the Office of the Recorder of Deeds of Cook County, Illinois against the property (hereafter "the Property") legally described as follows:

APR 3 1992

Units 1-A, 2-A, 3-A, 4-A, 5-B, 6-B, 7-C, 11-A, 12-A, 13-A, 14-A, 15-B, 16-B and 17-C together with their undivided percentage of interest in and to the following described land as delineated on a survey of:

That part of Lot 6 in Northbrook Commercial Trust Subdivision of part of Lot 41 in Walter's Re-Subdivision of part of the Northeast quarter of the Southeast quarter of Section 9, Township 42 North, Range 12 East of the Third Principal Meridian; also part of the Northwest quarter of the Southwest quarter of Section 10, Township 42 North, Range 12 East of the Third Principal Meridian; also part of the Northeast quarter of Section 9 aforesaid, and part of the Northwest quarter and the Southwest quarter of Section 10, aforesaid, described as follows: Beginning at the Southwest corner of said Lot 6; thence Easterly along the South line of said Lot 6, 14.60 feet to a point of curvature; thence continuing along the South line of said Lot 6, said line being a curve, concave Southerly, and having a radius of 714.43 feet, for a distance of 95.44 feet; thence Northerly along a line forming an angle of 105 degrees, 32 minutes from Southwest to North with the last described line, a distance of 121.0 feet; thence continuing North to a point on the North line of said Lot 6, said point being 145.85 feet East of the point of curvature; thence Southwesterly along said North line of said Lot 6, said line being a curve, concave Southerly and having a radius of 635.65 feet, a distance of 145.85 feet to aforesaid point of curvature; thence continuing Southwesterly along the North line of said Lot 6, 48.37 feet to the Northwest corner of said Lot 6; thence Southeasterly along the Westerly line of said Lot 6, 168.48 feet to the point of beginning, in Cook County, Illinois.

92226575

This amendment is adopted pursuant to the provisions of Article XIII, Paragraph 7 of the aforesaid Declaration. Said paragraph provides that this type of amendment, which amends Article VIII, Section 1 of the Declaration, the text of which is set forth below, shall become effective upon the approval of at least three-fourths (3/4) of the total votes of the unit owners of the Association entitled to be cast.

RECITALS

WHEREAS, by a Declaration of Condominium Ownership And Of Easements, Restrictions And Covenants (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 Illinois Condominium Property Act; and

WHEREAS, the Board of Directors and the Unit Owners desire to amend the Declaration in order to provide limitations on and requirements for the rental and leasing of the Units.

WHEREAS, the amendment has been approved in writing and signed by all Board Members and by Unit Owners having at least three-fourths (3/4) of the total votes of the Unit Owners of the Association.

This document was prepared by:  
Scott J. Linn  
Attorney at Law  
3340 Dundee Road, Suite 2C-3  
Northbrook, IL 60062  
(708) 291-1160



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NOW THEREFORE, Article VIII, Section 1 of the Declaration Of Condominium Ownership And Of Easements, Restrictions And Covenants for CHERRY LANE'S FIRST CONDOMINIUM is hereby amended in accordance with the text which follows. Additions in text are indicated by underline; deletions by ~~strikeout~~.

1. Sale or Lease. Any owner other than the Trustee who wishes to sell or lease his unit ownership (or any lessee of any unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the owner shall give to the Board no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other unit owners, shall at all times have the first right and option to purchase or lease 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. If said option is not exercised by the Board within said thirty (30) days, the owner (or lessee) may, at the expiration of said thirty-day period and at any time within sixty (60) days after the expiration of said period, contract to sell or lease (or sublease or assign) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

(a) Subsequent to the effective date of this amendment enacting this subsection (a), no Unit Owner shall be permitted to lease or rent out the Owner's Unit, unless as of the effective date of this amendment: (1) title to the Unit was held by the Unit Owner, the Unit Owner's spouse or immediate family, the devisor of the Unit Owner, or the trustee of the Unit Owner pursuant to a trust agreement; or (2) the Unit Owner had entered into a written contract for purchase of the Owner's Unit previous to the effective date of this amendment. Any Unit which can be leased or rented out as set forth under the provisions of this Article VIII, Section 1 can no longer be leased or rented out once the ownership of the Unit is transferred to a subsequent Unit Owner, except as is specifically provided for herein.

(b) The provisions of this Section prohibiting the renting or leasing of a Unit, shall not apply to: (1) any mortgagee that becomes a Unit Owner by purchasing a Unit at a sale held pursuant to proceedings to foreclose its mortgage, by obtaining a judgment by common law strict foreclosure, by taking a deed to the Unit in lieu of foreclosure or otherwise by taking possession of the Unit pursuant to a court order under the Illinois Mortgage Foreclosure Law; and (2) the Association where the Association has obtained possession of a Unit pursuant to an action brought by the Association to foreclose a lien against the Unit for the Owner's failure to pay common expenses,

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or where the Association has obtained possession of a Unit pursuant to a Forcible Entry and Detainer action brought by the Association in the manner prescribed by the provisions of Article IX of the Illinois Code of Civil Procedure.

- (c) In order to prevent transiency and to preserve the residential character of the Association, any Unit Owner who is permitted to lease a Unit under the provisions of this Article VIII, Section 1 shall not: (1) lease less than the entire Unit; (2) lease a Unit for other than housing or residential purposes; or (3) lease a Unit for a period of time which is less than twelve (12) consecutive months, unless the Unit Owner is given permission to do so in writing by the Board of Directors.
- (d) To meet special situations and to avoid undue hardship or practical difficulties, the Board may grant to any Unit Owner, the permission to lease or rent that Owner's Unit to a specified lessee for a period of time not to exceed twelve (12) consecutive months, and on such other terms and conditions as the Board may establish.
- (e) The requirements of this amendment shall not apply to: (1) any lease agreement in existence as of the effective date of this amendment; and (2) any Unit Ownership for a period of at least twelve (12) consecutive months from the effective date of this amendment.

This completes the text of the amendment. The remaining provisions of the Declaration shall continue in effect without change.

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STATE OF ILLINOIS)  
COUNTY OF COOK )

We, the undersigned, are all members of the Board of Directors of the Cherry Lane's First Condominium Association established by the aforesaid Declaration of Condominium Ownership And Of Easements, Restrictions And Covenants and by our signatures below, we hereby confirm our consent to the adoption of the foregoing amendment as listed, to the Declaration of the Association. In witness whereof we have set our hands and seals this 11th day of MARCH 1992.

Frank J. McCallister

John K. Miller

Janet H. Metzger

Maudine M. Bowman

Marguerite H. Heckman

Being all the members of the Board of Directors of the Cherry Lane's First Condominium Association

I, Marguerite Heckman state that I am the Secretary of the Board of Directors of the Cherry Lane's First Condominium Association established by the aforesaid Declaration of Condominium Ownership And Of Easements, Restrictions And Covenants, and that all the foregoing are true and correct signatures of all the members of the Board of Directors of the Association, that the members of the Board of Directors are personally known to me, and that they signed this instrument as their free and voluntary act for the uses and purposes herein set forth.

BY: Marguerite Heckman  
Marguerite Heckman, Secretary

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STATE OF ILLINOIS     )  
COUNTY OF COOK        )

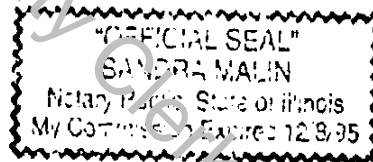
I, FRANK J. MUEHLBAUER, as President of the CHERRY LANE'S FIRST CONDOMINIUM ASSOCIATION, states that a meeting of the unit owners of said Association was held on October 29, 1991 and that at said unit owners meeting, the foregoing amendment to the Declaration, a copy of which is contained in this document, was approved in writing, by unit owners having at least three-fourths (3/4) of the total votes of the Association. In addition, the names and signatures of those unit owners who voted on the amendment to the Declaration are subscribed to the Ballots listing the amendment and said Ballots are a part of and can be found in the books and records of the Association.

By: Frank J. Muehlbauer  
Frank J. Muehlbauer, President  
of the Cherry Lane's First  
Condominium Association

Attested to: Marquette Heckman  
Marquette Heckman, Secretary  
of the Cherry Lane's First  
Condominium Association

SUBSCRIBED and SWORN  
to before me this 23<sup>rd</sup> day  
of March

Sandra Malin  
Notary Public



# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK )  
 )  
 )

I, FRANK J. MUEHLBAUER, being first duly sworn on oath, deposes and states that I am the President of the CHERRY LANE'S FIRST CONDOMINIUM ASSOCIATION and that written notice of the foregoing amendment to the Declaration Of Condominium Ownership And Of Easements, Restrictions And Covenants has been sent 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 such affidavit, following reasonable attempts to ascertain the identity of the latter.

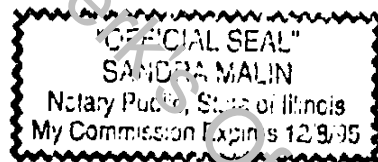
The following is a list of all mortgagees to whom written notice of this amendment has been sent:

1. Deerfield Federal Savings
2. First National Bank of Northbrook
3. First Federal Of Elgin Savings & Loan Association
4. First Nationwide Bank
5. Glenview State Bank

Frank J. Muehlbauer  
Frank J. Muehlbauer, President  
of the Cherry Lane's First  
Condominium Association

SUBSCRIBED and SWORN  
to before me this 23<sup>rd</sup> day  
of March

Sandra Malin  
NOTARY PUBLIC



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PERMANENT TAX INDEX NUMBERS FOR  
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04-10-118-012-1010

04-10-118-012-1011

04-10-118-012-1012

04-10-118-012-1013

04-10-118-012-1014

THIS DOCUMENT WAS PREPARED BY:

Scott J. Linn  
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Northbrook, Ill 60062  
(708) 291-1160

92285175