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COOK COUNTY RECORDER

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CHERRY LANE'S FIRST CONDOMINIUM

THIS AMENDMENT entered into by the FIRST CHERRY LANE CONDOMINIUM ASSOCIATION, on behalf of its members, adopts the following:

WHEREAS, certain owners and members of the condominium association request the prohibition of animals, including household pets, from living in any units on the property.

WHEREAS, all of the current owners and members of the condominium association were advised of the proposition to prohibit animals from the property and requested to vote on the matter.

WHEREAS, seventy nine percent (79%) of the current owners and members of the condominium association voted in favor of the prohibition of animals from living on the property.

NOW, THEREFORE, CHERRY LANE'S FIRST CONDOMINIUM ASSOCIATION, on behalf of the current owners and members of the condominium association, DECLARES AS FOLLOWS:

Article VII, Section I (e) of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for "Cherry Lane's First Condominium" recorded with the Recorder of Deeds of Cook County, Illinois on August 27, 1964 as Document No. 19227425 shall be amended to reflect the following:

No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any Unit or in the common elements, except that as of the effective date of this Amendment, dogs, cats, or other household pets may still be kept in the Units by a Unit Owner or Resident for as long as the dog, cat or household pet remains alive and/or is not given away by such Unit Owner or Resident. However, subsequent to the effective date of this amendment, if such dogs, cats or household pets dies or are given away by a Unit Owner or Resident, then said Unit Owner or Resident may not

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replace such dogs, cats or household pets and henceforth no dogs, cats or household pets may be brought into or kept in a Unit or on the Common Elements, except that any Unit Owner or Resident who owned or possessed a dog, cat, or household pet previous to the effective date of this amendment, may still bring such dog, cat, or household pet into the Unit and into the Common Elements and may keep it in the Unit, until the dog, cat or household pet dies or is given away. Once such dog, cat or household pet dies or is given away, the Unit Owner or Resident who owned or possessed it may not replace it and henceforth no dogs, cats, or household pets may be brought into or kept in a Unit or in the Common Elements by that Unit Owner or Resident. Any dogs, cats, or household pets that may be kept in a Unit or the Common Elements as set forth in this amendment, are subject to rules and regulations adopted by the Board, provided that they are not raised, kept bred or maintained for any commercial purpose; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board.

FURTHER, the property affected by such amendment is 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 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

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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

FURTHER, the effective date of this Amendment is the date first written below.

IN WITNESS WHEREOF, the said FIRST CHERRY LANE CONDOMINIUM ASSOCIATION, on behalf of the current owners and members of the association, has executed this Amendment this 23 day of June, 1995.

FIRST CHERRY LANE CONDOMINIUM
ASSOCIATION

<u>Daryl Poyarski</u>	<u>CO PRESIDENT</u>
<u>[Signature]</u>	<u>CO PRESIDENT</u>
<u>Frank Muehlbauer</u>	<u>Treasurer</u>
<u>Maudine Loumaa</u>	<u>Secretary</u>
<u>Marguerite D. Heckman</u>	<u>Member</u>

JAMES J. WACHNER & ASSOCIATES
707 Skokie Blvd. # 500
Northbrook, IL 60062



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AFFIDAVIT

I, the undersigned, being first duly sworn upon oath state that:

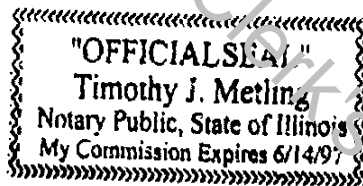
1. Notification was given to all mortgagees having bona fide liens against all units in Cherry Lanes First Condominium of the adoption of the attached Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants. Such notice having been given at least ten days prior to the date of this Affidavit and mailed via certified mail.
2. That affiant declares under penalties of perjury that he has examined this document and that all statements included herein are correct and complete to the best of his knowledge and belief. If called to testify, affiant can competently testify to the statements made herein.

Further affiant sayeth naught.

Maudine Bowman

SUBSCRIBED AND SWORN TO
Before Me This 19 Day
of June, 1995.

Timothy J. Metling
Notary Public



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