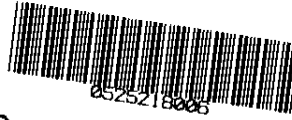


# UNOFFICIAL COPY

**FIRST AMENDMENT  
TO THE AMENDED  
AND RESTATED  
DECLARATION OF  
CONDOMINIUM  
OWNERSHIP AND OF  
EASEMENTS,  
RESTRICTIONS AND  
COVENANTS FOR  
ROYAL SHERMAN  
CONDOMINIUM  
ASSOCIATION**



Doc#: 0525218006 Fee: \$54.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/09/2005 10:02 AM Pg: 1 of 16

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for Royal Sherman Condominium Association, (hereafter the "Association"), which Declaration was recorded on June 1, 1999 as Document Number 99524250 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 restricting leasing at the Association; and

WHEREAS, pursuant to Article XIII, Section 7 of the Declaration, the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, Owners having at least seventy-five percent (75%) of the total Ownership of all Units and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation and registration of such instrument in the Office of the Recorder of Deeds of

Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act."

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

RYAN H. SHPRITZ  
JORDAN I. SHIFRIN  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 — (847) 537-0500

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

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 the total vote, as evidenced by the affidavit and the attached 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 has been mailed by certified mail 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 Article VIII of the Declaration be and is hereby amended as follows (additions in text are indicated by underline and deletions in text are indicated by ~~strike-out~~):

~~1. Leasing of Units. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the premises. At no time shall more than twenty percent (20%) of the total units be leased out. All owners desiring to lease out their Unit must follow the procedures as set forth herein.~~

~~(a) Any owner desiring to lease out their Unit must notify the Board prior to entering into a lease agreement.~~

~~(b) The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein and to qualify the Unit within the 20% leasing cap.~~

~~(c) In the event 20% of the units are currently being leased out, the applicant must request, in writing, to be added to a waiting list to be maintained by the Board or the managing agent.~~

~~(d) Once a Unit which is currently being leased out reverts to resident owner status, the name on the waiting list for the longest period of time shall have the first opportunity to lease their unit.~~

~~(e) No Unit Owner may enter into a leasing agreement until such Unit Owner has owned and occupied such Unit as his/her personal residence for at least one (1) year.~~

~~(f) In the event a tenant occupies a Unit without the express consent of the Board, the Association may seek to enjoin the tenant from occupying the Unit by filing an action in law or equity or by an action in Forcible Entry and~~

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~~Detainer [765 ILCS 5/0-101 et seq]. The Board reserves the right to join the owner in any such action.~~

~~(g) All costs, including attorneys fees, shall be the responsibility of the Unit Owner.~~

~~(h) Leases must be written and for the maximum period of one (1) year in length. Leases may not be sub-let.~~

~~(i) The number of occupants of rental units shall not exceed Evanston City Code.~~

~~(j) The Unit Owner shall remit to the Association Board, or its agent, prior to unit occupancy by the lessee, a security deposit equal to two (2) months' Association assessments for that Unit for damages to Common Elements by lessee. Such security deposit will be returned to the Unit Owner upon the vacating of Unit by lessee, minus any funds necessary to repair damages by lessee to the Association's Common Elements. The Unit Owner will be liable for damages in excess to the amount of the security deposit.~~

~~(k) Exceptions. Occupancy of a Unit by a blood relative(s) of a Unit Owner without the Unit Owner being a resident, shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. A blood relative is defined as a grandparent, parent, child (natural or adopted), grandchild or sibling of a Unit Owner.~~

~~(l) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy, whichever occurs first; renewed leases thirty (30) days prior to lease expiration.~~

~~(m) All tenants shall acknowledge in writing that they have received and will abide by the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors. Failure to abide by Association rules and regulations may result in termination of the lease by the Board of Directors.~~

~~(n) Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors 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.~~

~~(o) In addition to the authority to levy fines against the Unit Owner 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 Unit~~

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~~Owner and/or their tenant, under 735 ILCS 5/9-101 et seq., an action for injunctive and other equitable relief, or an action at law for damages.~~

~~(p) — Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.~~

~~(q) — All unpaid charges 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.~~

~~(r) — The Board of Directors of the Association shall have the right to lease out any Association-owned units or any unit which the Association has possession of pursuant to any court order.~~

~~(e) — Waiver. Any Unit Owner may apply for a one-year hardship waiver of enforceability of this policy. If a Unit vacated by a tenant in occupancy as of the recording date of this Amendment, or vacated by a Unit Owner for reasons beyond his control, can not be sold in the 120 days following the vacating of the Unit despite reasonable efforts of the Unit Owner to sell said property, the Unit Owner may apply for a one-year waiver in the following manner:~~

~~(1) — The Unit Owner must submit a request in writing to the Board of Directors requesting a one-year waiver, setting out the reasons why they are entitled to same.~~

~~(2) — The Board of Directors must be provided with a copy of the sales listing and the date the property was listed for sale or publicly advertised.~~

~~(3) — If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds that a reasonable attempt to sell the Unit has been made by the Unit Owner, the Board may grant a one-year waiver. Any lease entered into shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors.~~

~~(4) — The Board may grant a hardship waiver on a year-to-year basis.~~

1. Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is prohibited, except as hereinafter provided:

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(A) Those Units which are being leased on the effective date of this Amendment may continue to be leased by the current Tenant ("Grandfathered Tenant") until such Grandfathered Tenant vacates the Unit. Once the Grandfathered Tenant is no longer occupying the Unit, the Owner must either take possession of the Unit, maintain the Unit as a vacant Unit, or sell the Unit, subject to the provisions below. A copy of all current leases must be on file with the Board of Managers no later than fourteen days after the effective date of this Amendment.

(B) Occupancy of a Unit by a Family Member(s) of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Family Member shall be defined as parents, grandparents, children, siblings, and spouse of the Unit Owner.

(C) With respect to a hardship situation involving sudden job transfer, sabbaticals, illness entailing an extended stay in a health care institution, or the death of an owner, the Board must grant permission to an owner to lease or rent his/her unit to a specified lessee for a period of not less than six consecutive months nor more than twelve consecutive months, or on such other reasonable terms as the Board may establish. No unit owner may apply for such arrangement till he/she has owned and occupied such unit as his/her personal residence for at least one (1) year.

(1) Such permission shall be granted by the Board only upon written application by the owner to the Board, and the Board shall respond to each application in writing within thirty days of the submission. Should lease be permitted by Board, unit owner must provide the Association with a copy of the lease and executed lease rider no fewer than ten days prior to occupancy.

(2) All tenants must be provided a copy of the Rules and Regulations and must follow the proper procedures.

(3) All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application.

(D) Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors 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.

(E) In addition to the authority to levy fines against the Owner 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 Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

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(F) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(G) All unpaid charges 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.

(H) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued on Order 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 7<sup>th</sup> DAY OF August, 2005

Royal Sherman Condominium Association

By: Richard A. Fusch  
Its President

ATTEST:

By: Margaret J. Giuntini  
Secretary

The foregoing Amendment is further approved by the Board of Directors:

Name: Margaret J. Giuntini

Signature: Margaret J. Giuntini

# UNOFFICIAL COPY

Name: David J. Cohen

Signature: David J Cohen

Name: Irene H Flynn

Signature: Irene H. Flynn

Name: Irina Lobo

Signature: Irina Lobo

Name: RICHARD G. FISCHL

Signature: Richard G. Fischl

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION

Lot 4 in J. E. Parker's Resubdivision of the North 147.84 feet of Block 4 in Evanston, also Lot 12 and Lot 13 (except the North 67.84 feet) and (except that part, if any, used for alley purposes) in Block 4 in Evanston in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as 2033 Sherman Avenue in the City of Evanston, County of Cook State of Illinois, and containing the following units:

Unit	% of Ownership	P.I.N.
201	3.1	11-18-105-045-1001
202	2.7	11-18-105-045-1002
203	2.2	11-18-105-045-1003
204	2.8	11-18-105-045-1004
205	2.6	11-18-105-045-1005
206	2.8	11-18-105-045-1006
207	3.1	11-18-105-045-1007
208	2.7	11-18-105-045-1008
209	2.2	11-18-105-045-1009
301	3.2	11-18-105-045-1010
302	2.7	11-18-105-045-1011
303	2.2	11-18-105-045-1012
304	2.9	11-18-105-045-1013
305	2.7	11-18-105-045-1014
306	2.9	11-18-105-045-1015
307	3.2	11-18-105-045-1016
308	2.7	11-18-105-045-1017
309	2.2	11-18-105-045-1018

Unit	% of Ownership	P.I.N.
401	3.2	11-18-105-045-1019
402	2.8	11-18-105-045-1020
403	2.3	11-18-105-045-1021
404	2.9	11-18-105-045-1022
405	2.7	11-18-105-045-1023
406	2.9	11-18-105-045-1024
407	3.2	11-18-105-045-1025
408	2.8	11-18-105-045-1026
409	2.3	11-18-105-045-1027
501	3.3	11-18-105-045-1028
502	2.9	11-18-105-045-1029
503	2.4	11-18-105-045-1030
504	3.0	11-18-105-045-1031
505	2.8	11-18-105-045-1032
506	3.0	11-18-105-045-1033
507	3.3	11-18-105-045-1034
508	2.9	11-18-105-045-1035
509	2.4	11-18-105-045-1036

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## EXHIBIT B

### CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Margaret J. Giuntini, do hereby certify that I am the duly elected and qualified secretary for the Royal Sherman 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 Royal Sherman Condominium Association, was duly approved by seventy-five percent (75%) of the owners, in accordance with the provisions of Article XIII, Section 7 of the Declaration.

Margaret J. Giuntini  
Secretary

Dated at Evans ton, Illinois this

4<sup>th</sup> day of August, 2005

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## EXHIBIT C

### AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Margaret J. Giuntini, do hereby certify that I am the duly elected and qualified Secretary for the Royal Sherman 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 Royal Sherman Condominium Association was mailed by certified mail to all mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

Margaret J. Giuntini  
Secretary

Dated at Evanston, Illinois this

16 day of August, 2007.

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**PETITION TO APPROVE AMENDING THE AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,  
RESTRICTIONS AND COVENANTS  
FOR THE ROYAL SHERMAN CONDOMINIUM ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration for the Royal Sherman Condominium Association, specifically restricting leasing at the Association.

Name	Address
<u>Elzbieta Jaroosz</u> (signature) <u>ELZBIETA JAROSZ</u> (print name)	<u>2033 SHERMAN AVE #507</u> Evanston, IL Date: <u>11-26-04</u>
<u>Elizabeth R. Riddell</u> (signature) <u>ELIZABETH R. RIDDELL</u> (print name)	<u>2033 SHERMAN AVE #205</u> Evanston, IL Date: <u>11-27-04</u>
<u>Grace Kasita</u> (signature) <u>GRACE KASITA</u> (print name)	<u>2033 SHERMAN AVE #304</u> Evanston, IL Date: <u>11-29-04</u>
<u>George L. Ariffe</u> (signature) <u>GEORGE L. ARIFFE</u> (print name)	<u>2033 Sherman Ave #405</u> Evanston, IL Date: <u>12/2/04</u>
<u>Anabika R. Soni</u> (signature) <u>ANABIKA R SONI</u> (print name)	<u>2033 SHERMAN AVE #401</u> Evanston, IL Date: <u>12/2/04</u>
<u>Irene H. Flynn</u> (signature) <u>IRENE H FLYNN</u> (print name)	<u>2033 Sherman Ave #302</u> Evanston, IL Date: <u>12/2/04</u>

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
Notary Public

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## PETITION TO APPROVE AMENDING THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE ROYAL SHERMAN CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration for the Royal Sherman Condominium Association, specifically restricting leasing at the Association.

Name	Address
<u>Eugenia Lopez</u> (signature) <u>EUGENIA LOPEZ</u> (print name)	<u>2033 Sherman 208</u> Evanston, IL Date: <u>Dec-02-04</u>
<u>Sheron Quigley</u> (signature) <u>SHERON QUIGLEY</u> (print name)	<u>2033 Sherman # 204</u> Evanston, IL Date: <u>12/2/04</u>
<u>Chantal Nelson</u> (signature) <u>CHANTAL NELSON</u> (print name)	<u>2033 SHERMAN AVE #308</u> Evanston, IL Date: <u>December 2, 2004</u>
<u>Daniel S. Kahn</u> (signature) <u>DANIEL S. KAHN</u> (print name)	<u>December 2, 2004 # 503</u> Evanston, IL Date: <u>2033 Sherman Ave. # 503</u>
<u>Irina Lobo</u> (signature) <u>IRINA LOBO</u> (print name)	<u>2033 SHERMAN AVE #409</u> Evanston, IL Date: <u>12/2/04</u>
<u>Margorie Jaffe</u> (signature) <u>MARGORIE JAFFE</u> (print name)	<u>2033 SHERMAN #303</u> Evanston, IL Date: <u>12/2/04</u>

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
Notary Public

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**PETITION TO APPROVE AMENDING THE AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,  
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FOR THE ROYAL SHERMAN CONDOMINIUM ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration for the Royal Sherman Condominium Association, specifically restricting leasing at the Association.

Name	Address
<u>Judith N. Hoffman</u> (signature) Judith N. Hoffman (print name)	<u>2033 Sherman Ave, # 508</u> Evanston, IL Date: <u>11/15/04</u>
<u>Margaret J. Guintini</u> (signature) Margaret J. Guintini (print name)	<u>2033 Sherman Ave, #408</u> Evanston, IL Date: <u>11/15/04</u>
<u>Katherine P. Trovato</u> (signature) KATHERINE P. TROVATO (print name)	<u>2033 SHERMAN AVE # 404</u> Evanston, IL Date: <u>11/15/04</u>
<u>Dwight H. Judy</u> (signature) DWIGHT H. JUDY (print name)	<u>2033 Sherman Ave #509</u> Evanston, IL Date: <u>11/15/04</u>
<u>Elizabeth Stegner</u> (signature) Elizabeth Stegner (print name)	<u>2033 Sherman Ave #207</u> Evanston, IL Date: <u>11/15/04</u>
<u>Richard G. Fischl</u> (signature) RICHARD G. FISCHL (print name)	<u>2033 Sherman Ave # 407</u> Evanston, IL Date: <u>11/15/04</u>

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
Notary Public

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## PETITION TO APPROVE AMENDING THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE ROYAL SHERMAN CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration for the Royal Sherman Condominium Association, specifically restricting leasing at the Association.

Name	Address
<u><i>[Signature]</i></u> (signature) <u>THOMAS KAWYKO</u> (print name)	<u>2033 SHERMAN AVE., UNIT #505</u> Evanston, IL Date: <u>1/3/05</u>
<u><i>[Signature]</i></u> (signature) <u>Newman Guttman</u> (print name)	<u>2033 Sherman Ave. unit 504</u> Evanston, IL Date: <u>Jan B 2005</u>
<u><i>[Signature]</i></u> (signature) <u>PRASAD THOMAS</u> (print name)	<u>2033 Sherman Ave #504</u> Evanston, IL Date: <u>3-29-05</u>
_____ (signature) _____ (print name)	_____ Evanston, IL Date: _____
_____ (signature) _____ (print name)	_____ Evanston, IL Date: _____
_____ (signature) _____ (print name)	_____ Evanston, IL Date: _____

Sworn to and subscribed before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
 Notary Public

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RESTRICTIONS AND COVENANTS  
FOR THE ROYAL SHERMAN CONDOMINIUM ASSOCIATION**

We, the undersigned, do hereby approve the amendment to the Declaration for the Royal Sherman Condominium Association, specifically restricting leasing at the Association.

Name	Address
<u>Carl F. Petry</u> (signature) <u>CARL F. PETRY</u> (print name)	<u>2033 Sherman Avenue #201</u> Evanston, IL Date: <u>2 December 04</u>
<u>Stanley G. Blais</u> (signature) <u>Stanley G. Blais</u> (print name)	<u>2033 Sherman Ave. #406</u> Evanston, IL Date: <u>Dec. 2. 04</u>
<u>Martin Steiner</u> (signature) <u>MARTIN STEINER</u> (print name)	<u>2033 SHERMAN #206</u> Evanston, IL Date: <u>12/7/04</u>
<u>David J. Cohen</u> (signature) <u>David J. Cohen</u> (print name)	<u>2033 Sherman Ave #402</u> Evanston, IL Date: <u>12/12/04</u>
<u>Rosemary Jordan</u> (signature) <u>ROSEMARY JORDAN</u> (print name)	<u>2033 Sherman #209</u> Evanston, IL Date: <u>12/12/04</u>
<u>Ann Coc Pogliese</u> (signature) <u>Ann Coc Pogliese</u> (print name)	<u>2033 Sherman Ave. #301</u> Evanston, IL Date: <u>12/12/04</u>


Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
 Notary Public

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We, the undersigned, do hereby approve the amendment to the Declaration for the Royal Sherman Condominium Association, specifically restricting leasing at the Association.

Name	Address
 _____ (signature) Ayodeji Coker (print name)	2033 Sherman Ave, Apt 307 Evanston, IL Date: 07/29/05
_____ (signature) _____ (print name)	_____ Evanston, IL Date: _____
_____ (signature) _____ (print name)	_____ Evanston, IL Date: _____
_____ (signature) _____ (print name)	_____ Evanston, IL Date: _____
_____ (signature) _____ (print name)	_____ Evanston, IL Date: _____
_____ (signature) _____ (print name)	_____ Evanston, IL Date: _____

Sworn to and subscribed before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
 Notary Public