

# UNOFFICIAL COPY

**FOURTH  
AMENDMENT TO THE  
DECLARATION OF  
CONDOMINIUM FOR THE  
KINGSTON  
CONDOMINIUM  
ASSOCIATION**



Doc#: 0702931085 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/29/2007 02:39 PM Pg: 1 of 9

MAIL TO:  
NICKOLAS DALLAS, P.C.  
ATTORNEY AT LAW  
8415 KARLOV AVENUE  
SKOKIE, ILLINOIS 60076-2102

WHEREAS, the Board of Managers and the Unit Owners of the Kingston Condominium Association, an Illinois condominium association, desire to promote and protect the cooperative aspect of ownership and to further enhance and perfect the value, desirability and attractiveness of the property; and

WHEREAS, pursuant to the Illinois Condominium Property Act, Chapter 765, Sections 605/17 and 605/27 of the Illinois Compiled Statutes, and Paragraph 21 ("Amendment.") of the Declaration of Condominium for the Kingston Condominium Association, the Board and Unit Owners retain the right to make amendments to the Declaration of Condominium Ownership, or to correct errors or omissions therein; and

WHEREAS, the Declaration of Condominium for the Kingston Condominium Association was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on the 9<sup>th</sup> day of March, 1978 as Document Number 24357554, and therein

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submitted the following described real estate in the City of Evanston, County of Cook and State of Illinois, to the Illinois Condominium Property Act, to wit:

Units 1931-1, 1931-2, 1931-3, 1931-S, 1929A-1W, 1929A-2W, 1929A-3W, 1929A-1E, 1929A-2E, 1929A-3E, 1929A-S, 1929-1W, 1929-2W, 1929-3W, 1929-1E, 1929-2E, 1929-3E, G-1, G-2, G-3, and G-4, as delineated on the Plat of Survey of the following described parcel of real estate:

The West 200.75 feet of the North  $\frac{1}{2}$  of Lot 10 in Block 5 in Evanston, Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit A" to the Declaration of Condominium, made by the Kingston Condominium Association, dated March 9, 1978, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 24357554, together with their undivided percentage interest in the Common Elements.

PERMANENT INDEX NUMBERS: 11-18-110-041-1001 through 11-18-110-041-1021.

NOW, THEREFORE, pursuant to the power reserved in Paragraph 21, of the Declaration of Condominium, and the Illinois Condominium Property Act, Chapter 765, Sections 605/17 and 605/27, of the Illinois Compiled Statutes, the Board of Managers and the Unit Owners of the Kingston Condominium Association hereby amend the Declaration of Condominium, including all prior Amendments thereto, in the following respects:

1. DEFINITIONS. Terms used herein, if not otherwise defined, shall have the same meanings assigned to them in the Declaration of Condominium and the Illinois Condominium Property Act, as amended. Specifically, the terms "Declaration", "Unit" and "Unit Owner" shall be defined, construed and interpreted in conformity with the

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Illinois Condominium Property Act, Sections 605/2 and 605/4.1, of the Illinois Revised Statutes.

2. AMENDMENT TO DECLARATION PURPOSES. The Declaration of Condominium Ownership Introductory or Purposes Section is amended to include an additional paragraph immediately after the last paragraph which begins "WHEREAS" (Page 1), and just before the paragraph that begins "NOW, THEREFORE" (Page 2), as follows:

WHEREAS, the Board of Directors and the Unit Owners, in furtherance of promoting and protecting the co-operative aspects of condominium ownership and enhancing and perfecting the value, desirability and attractiveness of the Property, and to limit use by solely non-resident owners of the Property for investment or profit making purposes, desire to prohibit the leasing or subleasing of all the Units located on the Property.

3. LEASING. Subject to the provisions of Paragraphs 18 and 19 of the Declaration of Condominium for the Kingston Condominium Association, as amended by the "First Amendment to the Declaration of Condominium", dated May 22, 1991, and recorded as Document Number 91469346, the following language shall be added to the end of Paragraph 18 of the Declaration of Condominium (Page 17), as a new paragraph to be known as Paragraph "18.1 Leasing (Rental) of Units Prohibited.":

18.1 Leasing (Rental) of Units Prohibited. Each and every unit owner shall occupy and use their unit as a private dwelling for him or herself and/or his or her immediate family, subject to the prohibition, restrictions, and conditions contained in these declarations:

(a) **Renting or leasing of units is prohibited**, except as hereinafter provided:

To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers may, but is not required to, grant permission to a unit owner to lease his or her unit one time to a

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specified lessee for a period of not less than nine (9) months, nor more than one (1) year, on such other reasonable terms as the Board may establish. The Board of Managers may grant such permission only upon the written application by the unit owner to the Board. The Board of Managers shall respond to each application in writing within thirty (30) days of the submission thereof. The Board shall make its decision at its next regularly scheduled meeting or at a special meeting duly called for this purpose. Failure of the Board to respond within thirty (30) days from the submission date shall constitute an approval of the rental application. Subject to approval of the Board of Managers, a lease may be extended for two (2) additional terms not to exceed one (1) year each. All requests for extension of an original lease shall also be submitted to the Board of Managers in the same manner as set forth above for the original application. The Board of Managers has sole and complete discretion to approve or reject any unit owner's application for a lease or any extension of a lease; provided however, that in no event shall any unit owner be permitted to lease or rent such unit for more than thirty-six (36) consecutive months. The Board's decision shall be final and binding. A unit owner shall not be eligible to file an application for unit rental until such time as the owner has occupied the Unit for a period of not less than one (1) year. Upon expiration of the lease, or any permitted extensions thereof, the unit must be re-occupied by the owner or the unit shall remain vacant until such time as the unit is sold to an owner/occupant.

(b) Any and all leases in force at the date of adoption of this Amendment shall terminate on the lease expiration date therein set forth and may be renewed only upon full compliance with Section (a) of this Paragraph 18.1. Following the effective date of this Amendment, existing leases may be renewed for a subsequent term, or terms, not to exceed two (2) years total. Upon termination of the original lease, and any permitted extension(s), the unit must be occupied by the unit owner or left vacant until such time as the unit is sold to an owner/occupant.

(c) The provisions of Paragraphs (a) and (b) shall not apply to the rental or leasing of units to the immediate family members of the unit owner; which shall be defined to include parents, siblings, or children, or a spouse or domestic partner of the unit owner, none of which shall be construed to be a Lessee for the purposes of this Amendment.

(d) A unit may not under any circumstances be subleased or used as other than a single-family residence.

(e) Copies of all leases presently in effect must be submitted to the Board of Managers within thirty (30) days of the effective date of this amendment. All leases shall be subject to the terms of the Declaration and any failure by the lessee to comply with the terms of said Declaration shall be a default under the lease.

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(f) If a proposed lease of any unit is made after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such lessor to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of the owner with respect to such unit as provided in this Declaration, and the lease shall expressly so provide. The person making any such lease shall not be relieved thereby from any of his obligations hereunder. By filing an action jointly against the unit owner and the lessee, the Association may seek to enjoin a lessee from occupying a unit or seek to evict a lessee under the provisions of Article IX of the Illinois Code of Civil Procedure for failure of the Lessor-Unit Owner to comply with the leasing requirements contained in this Declaration, the By-Laws, and Rules and Regulations.

(g) The Board shall have all necessary authority, and the remedies for the enforcement thereof, as provided in the Illinois Condominium Property Act, and the Association's Declaration, By-Laws, and Rules and Regulations, to enforce the provisions of this Amendment, including the levying fines for violations thereof and any legal proceedings required to enforce collection thereof.

4. CONTINUATION AND SEVERABILITY. In the event of any inconsistency between this Amendment, and the Declaration of Condominium, as previously amended, the provisions of this Amendment shall control. Except as specifically amended hereby, or by amendments prior to this date of the Declaration of Condominium not otherwise superceded by this Amendment, or by Amendments to the Illinois Condominium Property Act which have direct application, the original Declaration of Condominium shall remain in full force and effect. If any provision of this Amendment, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, void or illegal, the validity of the remainder of this Amendment and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances

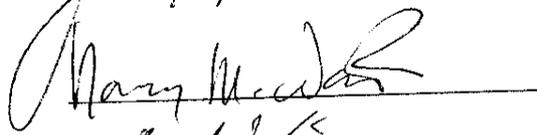
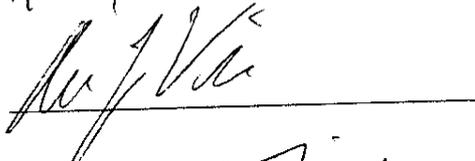
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shall not be affected thereby, and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Managers acknowledge that this Amendment was approved by a vote of the Board of Managers, who have caused their signatures to be affixed hereto and have acknowledged this Amendment on this 18<sup>TH</sup> day of November 2006.

FOR THE BOARD OF MANAGERS:

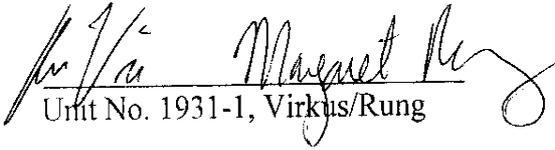
  
  
  


Property of Cook County Clerk's Office

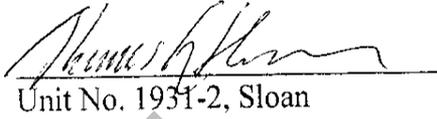
# UNOFFICIAL COPY ORIGINAL

UNIT NUMBER

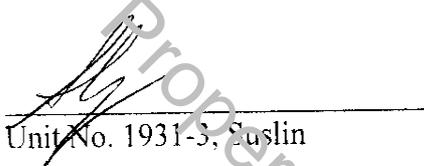
PERCENTAGE OF OWNERSHIP INTEREST

  
Unit No. 1931-1, Virkus/Rung

8.4443

  
Unit No. 1931-2, Sloan

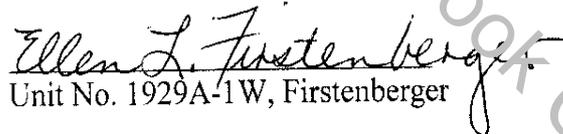
8.3524

  
Unit No. 1931-3, Suslin

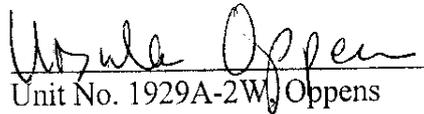
8.2607

Unit No. 1931-S (G), Plaza-Weber

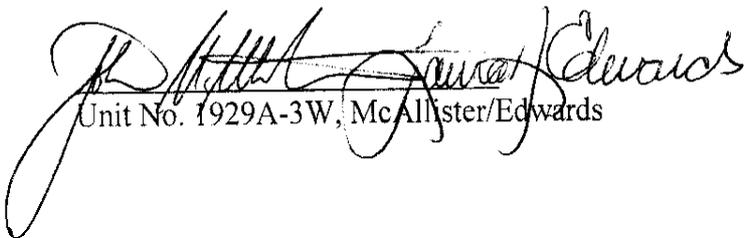
2.7534

  
Unit No. 1929A-1W, Firstenberger

5.7641

  
Unit No. 1929A-2W, Oppens

5.6907

  
Unit No. 1929A-3W, McAllister/Edwards

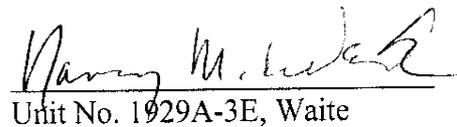
5.6173

Unit No. 1929A-1E, Blanas

4.7361

Unit No. 1929A-2E, Kreidler

4.6810

  
Unit No. 1929A-3E, Waite

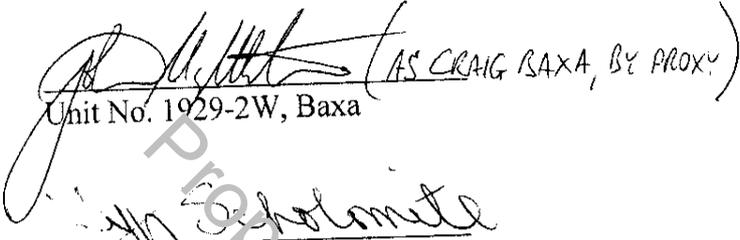
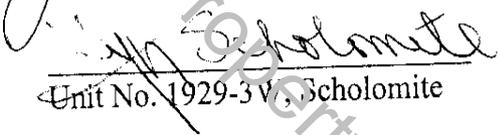
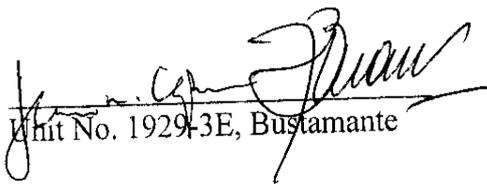
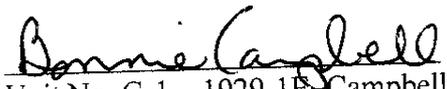
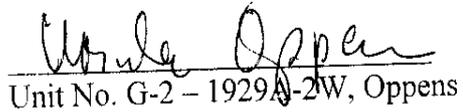
4.6260

 (as John Ritter  
and Judith Ritter,  
by proxy)  
Unit No. 1929A-S (G), Ritter

2.7534

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| <u>UNIT NUMBER</u>   | <u>PERCENTAGE OF OWNERSHIP INTEREST</u> |
|--|---|
| <u>Unit No. 1929-1W, Chandler</u>  | 4.6443                                  |
|  (AS CRAIG BAXA, BY PROXY)<br><u>Unit No. 1929-2W, Baxa</u> | 4.5893                                  |
| <br><u>Unit No. 1929-3W, Scholomite</u>                     | 4.5342                                  |
| <br><u>Unit No. 1929-1E, Campbell</u>                       | 7.6641                                  |
| <u>Unit No. 1929-2E, Hood</u>  | 7.5722                                  |
| <br><u>Unit No. 1929-3E, Bustamante</u>                   | 7.4805                                  |
| <br><u>Unit No. G-1 - 1929-1E, Campbell</u>               | 4.589                                   |
| <br><u>Unit No. G-2 - 1929-2W, Oppens</u>                 | .4589                                   |
| <u>Unit No. G-3 - 1929-2E, Hood</u>  | .4589                                   |
| <br><u>Unit No. G-4, 1931-3, Suslin</u>                   | .4589                                   |
|  | <u>100.000</u>                          |

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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that all of the above and foregoing unit owners, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 26th day of January, 2007.



Suzanne V. Dallas  
Notary Public

I, Nancy M. Warte, Secretary of the Board of Managers of the Kingston Condominium Association, do hereby certify that at least three-fourths (3/4) of the Unit Owners have approved this Amendment and that I have mailed a copy of this Amendment by Certified Mail to all mortgagees having bona fide liens of record against a Unit or Ownership not less than ten (10) days prior to the date affixed hereto.

Nancy M. Warte  
Secretary

Subscribed and Sworn to Before Me  
this 26th day of January, 2007.

Suzanne V. Dallas  
Notary Public



Prepared By:  
Nickolas Dallas, P.C.  
Attorney Number 0573140  
8415 Karlov Avenue  
Skokie, Illinois 60076-2102  
(847) 982-0172