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**SECOND  
AMENDMENT TO THE  
DECLARATION OF  
CONDOMINIUM OWNERSHIP  
FOR THE  
5225 NORTH ASHLAND  
CONDOMINIUM ASSOCIATION**



Doc#: 0810816001 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/17/2008 08:32 AM Pg: 1 of 11

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter the "Declaration") for the 5225 North Ashland Condominium Association, (hereafter the "Association"), which Declaration was recorded on October 29, 2002, as Document Number 0021191164, 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.

This Amendment is adopted pursuant to the provisions of Article XI, Section 11.01 of the aforesaid Declaration. Article XI, Section 11.01 provides that the Declaration may be amended by an instrument in writing approved by the Unit Owners having at least sixty-six and two-thirds (66-2/3rds) percent of the total vote. Article XI, Section 11.01 of the Declaration provides that any amendment must also be mailed by Certified Mail to all First Mortgagees of the individual in the Association. No amendment is effective until recorded.

## RECITALS

**WHEREAS**, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the covenants contained therein; and

**WHEREAS**, the Board and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

**WHEREAS**, the following Amendment has been approved by the Unit Owners having at least sixty-six and two-thirds (66-2/3rds) percent of the total vote, as evidenced by the Certification attached hereto as Exhibit B; and

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

KERRY T. BARTELL, ESQ.  
Kovitz Shifrin Nesbit  
750 Lake Cook Road  
Suite 350  
Buffalo Grove, IL 60089 — (847) 537-0500

**WHEREAS**, a copy of the Amendment was mailed by Certified Mail to all of the First Mortgagees of the individual units in the Association, as evidenced by the Certification attached hereto as Exhibit C.

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**NOW, THEREFORE**, the Declaration of Condominium Ownership for the 5225 North Ashland Condominium Association is hereby amended in accordance with the text which follows:

1. Article VII of the Declaration is amended by adding the following as Section 7.03 of the Declaration:

7.03 Leasing of Dwelling Units. (a) Notwithstanding any foregoing provisions of this Declaration to the contrary, the following restrictions on leasing shall apply to all units, except as hereinafter provided.

(b) The term "leasing of units" includes a transaction wherein the title holder of a unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term "leasing of units" shall include any transaction wherein possession of a unit is provided prior to transfer of title. In no event may less than the entire unit be leased.

(c) The provisions of the Declaration, By-Laws and Rules and Regulations that relate to the use of the individual unit or the Common Elements shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant 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.

(d) All Owners and tenants, including Family Members as herein defined, must comply with the provisions contained in the Crime Free Leasing Resolution and Addendum, as duly adopted and as may be from time to time amended by Resolution of the Board of Directors, and is attached hereto as Exhibit "D" for reference purposes only.

(e) In addition to the authority to levy fines against the Owner or Tenant 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 tenant, an action for injunctive and other equitable relief, or an action at law for damages.

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

(g) Subparagraph (a) of this amendment shall not be applicable with respect to any unit which is subject to a lease in existence on the effective date of this amendment and for which the Board of Managers has been provided a copy. Upon the expiration of such lease, however, such unit shall be subject to all provisions of this amendment.

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

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

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## EXHIBIT A

### 5225 NORTH ASHLAND CONDOMINIUMS

#### LEGAL DESCRIPTION

LOTS 34, 35 AND 36 IN NATHAN & WOHLLEBEN'S RESUBDIVISION OF LOTS 21 THROUGH 30, INCLUSIVE, IN LOUIS E. HENRY'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

5225 NORTH ASHLAND	
UNIT NUMBER	PIN NUMBER
1	14-08-122-037-1001
2A	14-08-122-037-1002
2B	14-08-122-037-1003
2C	14-08-122-037-1004
2D	14-08-122-037-1005
2E	14-08-122-037-1006
3A	14-08-122-037-1007
3B	14-08-122-037-1008
3C	14-08-122-037-1009
3D	14-08-122-037-1010

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## EXHIBIT B

### 5525 NORTH ASHLAND CONDOMINIUMS

### COMMON ELEMENTS PERCENTAGES

UNIT NUMBER	COMMON ELEMENT PERCENTAGE
1	27.5
2A	7.6
2B	7.6
2C	8.7
2D	6.5
2E	6.5
3A	13.0
3B	9.0
3C	6.8
3D	6.8
TOTAL	100%

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## EXHIBIT C

### CERTIFICATION OF UNIT OWNER APPROVAL

I/We Roberto B. Vidal, am the Secretary of the 5225 North Ashland Condominium Association, an Illinois not-for-profit corporation, and by my signature below, do hereby certify that the foregoing Amendment to the Declaration of Condominium Ownership for 5225 North Ashland Condominium Association was by the affirmative vote of Voting Members (either in person or by proxy) representing at least sixty-six and two-thirds percent (66-2/3%) of the total votes based on an Undivided Interest.

EXECUTED this 9 day of April, 2008

By: Roberto Vidal  
Secretary

Subscribed and Sworn to before me this 9<sup>th</sup> day of March, 2008.

Jane Kutska  
Notary Public

My Commission Expires: 7/31/11



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## EXHIBIT D

### AFFIDAVIT OF MORTGAGEE SERVICE

I, Roberto B. Vidal, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the 5225 North Ashland Condominium Association, and that a copy of the foregoing Amendment was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than 10 days prior to the date of this in accordance with Article XI, Section 11.01 of the Declaration.

Roberto Vidal  
 Secretary of the 5225 North Ashland  
 Condominium Association

Subscribed and sworn to before me  
 this 23<sup>rd</sup> day of March, 2008



Jane Kutska  
 Notary Public

My Commission Expires: 3/23/08 7/31/11 JK

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## EXHIBIT E

### CRIME FREE LEASING

5225 North Ashland Condominium Association

### RESOLUTION

WHEREAS, the 5225 North Ashland Condominium Association ("Association") is an Illinois not-for-profit corporation, organized and operated for the purpose of administering the property commonly known as the 5225 North Ashland Condominium Association; and

WHEREAS, Association is administered by a duly elected Board of Managers in accordance with a certain Declaration of Condominium Ownership; and

WHEREAS, the Board of Managers is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Board of Managers has deemed it to be in the best interests of the Association to adopt the following rules regarding a Crime-Free Leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

The rules and regulations of the 5225 North Ashland Condominium Association are amended to include the following provisions:

#### Leases, Tenants and Non-Resident Unit Owners

I. It is the unit Owner's responsibility to comply with the following:

A. Provide the Association with a copy of the lease and **Crime Free Lease Addendum** (a copy of which is attached hereto), executed by the tenants not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The lease must include names of all the residents of the unit. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in conformance with, and make specific reference to, the legal documents of the Association.

B. There are several important items that every investor-owner must consider before leasing his/her unit. The Belden Commonwealth Condominium Association is a Crime Free Community and has implemented this program:

1. Owners must notify prospective tenants that the 5225 North Ashland Condominium Association is a **Crime Free Community**.

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2. Owners must show prospective tenants the **Crime Free Lease Addendum**. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application.

3. Owners must obtain a completed lease application from prospective tenants, and provide a copy to the Board of Directors, no less than ten days prior to occupancy of the unit, a copy of the application is available through the Board of Managers and/or management.

4. Owners must obtain a criminal background check on prospective tenant and every person moving into the unit, and provide a copy to the Board of Directors, no less than ten days prior to occupancy of the unit. Owners must submit proof to the management company that this was done prior to the tenant moving into the unit.

A VIOLATION OF THE FOREGOING SECTION A AND B 1 THROUGH B 4 MAY RESULT IN A FINE OF **\$100.00**, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

5. All leases must be in writing and for a period of not less than six (6) consecutive months nor more than twenty-four (24) consecutive months, unless the Board consents in writing to the contrary. No unit owner may lease less than the entire unit. The unit may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The Owner is also required to submit, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, a completed Resident Information form stating the number and name of all tenants, including children, who will be residing at their unit. This information will also include the phone number of the unit, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.

6. All leases must be current. The management office must be provided a copy of all updated leases (renewal) and lease riders not later than the date of occupancy or ten (10) days after the updated lease is signed, whichever occurs first. Additionally, unless otherwise provided by law, any unit owner who fails to provide the Board of Directors with an address other than the unit where the owner is to receive notices or other information from the Association shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by any delays in receiving notice resulting therefrom.

7. Discrimination on the basis of age, race, color, creed, national origin or sex is not allowed.

8. If a tenant violates the Declarations, By-Laws or the Rules and Regulations of the Association, the owner shall also be held responsible.



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9. Sub-leasing of Units is not permitted.

10. During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the unit, (a new roommate is someone residing in the unit longer than 30 days). A copy of (1) the new lease, (2) new lease rider and (3) **Crime free Lease Addendum** must be delivered to the management office. **A background criminal check must be done on the new tenant(s) prior to moving in.** All moving rules must be followed during this time.

11. Owners may not rent their units to any person or persons who have a) ever been convicted of any violent criminal activity or b) been convicted of a drug-related criminal activity within the last five (5) years. "Violent criminal activity" is defined as any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" is defined as the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

A VIOLATION OF THE FOREGOING SECTION B 5 THROUGH B 11 MAY RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SECOND VIOLATION, AND \$500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

II. Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the following fines may be assessed to the owner of the respective unit involved, after notice and an opportunity for a hearing:

A. Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported after notice and opportunity to be heard on the matter:

1<sup>st</sup> offense **\$100.00**  
 2<sup>nd</sup> offense **\$250.00**  
 Thereafter **\$500.00**

B. Activities on this property such as, but not limited to, domestic violence, child abuse assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and opportunity to be heard on the matter:

1<sup>st</sup> offense **\$100.00**  
 Thereafter **\$500.00 per incident**

C. Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon;

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discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and opportunity to be heard on the matter.

1st offense and thereafter **\$1000.00** per incident

III. In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, the Association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or bylaws of the Association.

IV. This policy becomes effective May 1, 2008. All lease agreements signed prior to this date will be grandfathered through the term of the lease or for one year from the effective date of these rules, whichever occurs first, in regards to the Crime Free Lease Addendum. Tenants are not subject to another criminal background check at the time of lease renewal, only at the time the initial lease is effected. Owners are immediately responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at 5225 North Ashland Condominium Association.

V. Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the matter or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.

VI. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Unit Owner responsible.

