

UNOFFICIAL COPY

AMENDMENT
TO
DECLARATION



Doc#: 0819034085 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/08/2008 01:19 PM Pg: 1 of 9

OF

CONDOMINIUM
OWNERSHIP

AND
OF

EASEMENTS,
RESTRICTIONS,
COVENANTS

AND

BYLAWS

FOR

4619 N. LAWNSDALE
CONDOMINIUM ASSOCIATION

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 4619 N. Lawnsdale Condominium ("Declaration") was recorded with the Recorder of Deeds of Cook County as Document No. 0521044092 on July 29, 2005; and

WHEREAS, the Board of Directors has determined that certain Amendments to the Declaration will benefit the safety and welfare of the member of the Association; and

WHEREAS, the Declaration provides under Paragraph 16 for Amendments to the Declaration; and

WHEREAS, the Board has approved to the Declaration, the following amendments to Paragraph 7, subparagraph h and Paragraph 16, as well as Article IV Section 11 of Exhibit A TO THE DECLARATION (THE BYLAWS OF 4619 NORTH LAWNSDALE CONDOMINIUM) and at least sixty seven percent (67%) of the Unit Owners have approved the change, and the Secretary has mailed a copy of the Amendment by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior the date of an affidavit certifying to such mailing.

UNOFFICIAL COPY

NOW, THEREFORE, the following shall be considered as Amendments to the Declaration:

Paragraph 7, subparagraph p shall be added to the Declaration and shall read as follows:

P. RESTRICTIONS ON LEASING:

No unit shall be leased or otherwise occupied by a non-owner of a Unit except as specifically provided herein.

A. Definitions. The following words are defined as follows:

- i. "Owner Occupied Unit" shall be any Unit, which is occupied by one or more titleholders. A titleholder shall mean the holder of a fee interest, a beneficiary or land trust or shareholder of a corporation holding a fee interest in the Unit. Units, in which "immediate family members" of a titleholder reside, shall also be considered Owner Occupied Units.
- ii. "Non-Owner Occupied Unit" shall mean all Units except those, which are Owner Occupied Units.
- iii. "Immediate Family Members" shall only include an Owner's parents, grandparents, children, grandchildren and siblings.
- iv. "Occupant" shall mean an individual residing in a Unit with or without a lease.

B. All Units which are leased or occupied by a non-owner at the time of adoption of this Amendment to the Declaration shall be "grandfathered" and shall not be subject to the provisions of this Amendment until (1) the lease existing at the time of adoption of the Amendment expires; (2) the Unit becomes owner-occupied; or (3) the Unit is sold or otherwise changes title, whichever shall first occur. Upon the happening of one of the foregoing, the Unit shall thereafter be subject to all other provisions of this Amendment.

C. Any Unit may be leased or otherwise occupied, without restriction, to a member or members of the Owner's immediate family as defined above. Subleasing is prohibited except where an Owner Occupied Unit is leased to a member or members of the Owner's immediate family. The Unit Owner must submit a copy of the lease and the names and telephone numbers of all individuals occupying the Unit to the Board. The Board shall have the right to require that the proposed lessee(s) or occupant(s)

UNOFFICIAL COPY

furnish proof of identity and relationship to the owner to the Board's satisfaction.

- D. In the event of a hardship as defined by the Board, the Unit Owner may request a hardship exemption from the Board. The Board may grant permission to the Unit Owner to lease his/her Unit for a specified period not to exceed twelve (12) months. At the expiration of each term granted, if hardship to the Unit Owner continues the Unit Owner shall apply to the Board for an extension before renewing any existing lease or seeking a new tenant or occupant for the Unit. The granting of a hardship exemption and the extension of hardship exemption is at the sole discretion of the Board. If a hardship exemption is granted or extended, the Unit Owner shall provide the Board of Directors with a copy of the lease agreement and the names and telephone numbers of all individuals who shall occupy the Unit no later than the date the unit becomes non-owner occupied.
- E. In the event the Association takes title to or possession of a Unit, it may lease the Unit for a period not to exceed thirteen (13) months. At the end of each lease period, at the sole discretion of the Board, the lease period may be extended for another period not to exceed thirteen (13) months. Upon the sale of the Unit or the relinquishment of possession by the Association, the Unit shall be subject to all the provisions of this Amendment.
- F. Units shall be used as single family residences only. No Unit shall be used as a hotel, boarding room or for transient purposes or for temporary or short-term housing.
- G. Unit Owners and occupants shall provide the Board with advance notice and the names, addresses and telephone numbers of any and all guests and invitees provided a key, garage door opener or other access to any building or Unit.
- H. Owners who do not occupy their Unit shall provide the Board with the address and telephone of their off-site residence.
- I. In the event the Owner of a Unit permits his/her Unit to become non-owner occupied without complying with the provisions of this Amendment to the Declaration, or in the event occupant(s) of the Unit, in the sole judgment of the Board, becomes a habitual or continual violator of the Declaration, By-Laws or Rules and Regulations of the Association, the Board, after service of a 30-day notice of violation of the Amendment to the Declaration upon the occupant(s) and the Unit Owner, by personal delivery or by certified mail, return receipt requested, and the failure of the occupant to vacate the Unit within such 30-day period, may initiate a Forcible entry and Detainer action against the occupant and/or Unit Owner

UNOFFICIAL COPY

to prevent the Unit from continuing to be non-owner occupied or to be occupied by a particular person(s). In addition to any other remedies, the Board may also levy a fine against a Unit Owner for any violation of the Restriction on Leasing. All attorneys' fees and court costs incurred by the Association to enforce this provision or any other provision in the Declaration, By-Laws or Rules and Regulations against a Unit Owner and/or any occupant of a Unit shall be assessed to the Unit Owner as a common expense and if such costs and fees are not paid, they may be subject of a lien of the Association against the Unit and may be collected using all the remedies available for the collection of delinquent assessments. In addition to the foregoing, the Association shall have all rights and remedies set forth in the Declaration and as available by law to enforce this provision.

- J. The seller of any Unit shall be required to provide the purchaser's name, address and telephone number, along with the address being sold, to the Board prior to obtaining a letter from the Board regarding the status of the payment of assessments for the Unit. It shall be the duty and responsibility of the selling Unit Owner to inform a purchaser of their Unit of the requirements of this Amendment.

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

Paragraph 7, subparagraph h. of the Declaration shall be amended and shall read as follows:

h. The Association shall not exercise any option set forth above without the prior written consent of 51% of the Unit Owners, which consent must be obtained, if at all, during the period of thirty (30) days following receipt by the Association of the notice described in Paragraph 7a hereof, or thirty (30) days following appointment of the personal representative as described in Paragraph 7d hereof, as applicable. The Association may bid to purchase at any auction or sale of the Unit or interest therein of any Unit Owner, deceased or living, which sale is held pursuant to any order or direction of a court on the prior written consent of 51% of the Unit Owners, which consent shall set forth a maximum price that the Association is authorized to bid and pay for the Unit or interest therein.

Paragraph 16 of the Declaration shall be amended and shall read as follows:

16. **Amendments.** Except as hereinafter otherwise provided, the provisions of Paragraphs 1, 2, 3, 4, 5, 6, 13, 24, and this Paragraph 16 of this declaration may be amended, changed or modified by an instrument in writing, setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners, and such mortgagee having a bona fide lien of

UNOFFICIAL COPY

record against any Unit. Except as herein otherwise provided other provisions of this Declaration may be amended, changed, or modified on a vote of a majority of the Board voting, and (a) at least 51% of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, and (b) a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of Record against any Unit, not less than ten (10) days before the date of such affidavit. The approval of eligible First Mortgagees (i.e., First Mortgagees who have requested that the Association notify them of amendments affecting the matters described in (a) through and including (o) below) of 51% of Units that are subject to a mortgage or trust deed shall be required to materially amend any provisions of the Declaration or Bylaws or to add any material provisions thereto that establish, provide for, govern, or regulate any of the following: ...

Paragraph 11, sub paragraph f. of the Declaration shall be amended and shall read as follows:

f. No dogs of any kind shall be kept in any Unit. No other animals shall be raised bred or kept in any Unit or in the Common Elements, except cats may be kept, provided that they are not maintained or bred for commercial purpose, and that not more than two (2) cats may be kept in a Unit at any given time. Any pet causing or creating a nuisance or unreasonable disturbance or violating any rules and regulations shall be permanently removed from the property upon ten (10) days written notice from the Board. Notwithstanding the foregoing, the Board may from time to time adopt additional rules and regulations governing the keeping of pets in the Units. Such rules and regulations may prohibit certain species of pets (including certain breeds of cats, small birds and fish) from being kept in the Units and may limit the size and weight of any pet.

NOW, THEREFORE, the following shall be considered as Amendments to the Exhibit A to the Declaration (The Bylaws):

Article IV, Section 11, shall be amended and shall read as follows:

Section 11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of the Act and the Declaration and these Bylaws. No quorum is required at such meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article 1 of the Illinois Constitution. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto the rule or

UNOFFICIAL COPY

regulation at a special meeting of the members called for such purpose and held before the effective date of the rule or regulation, by a vote of 51% of all the members of the Association.

Article VI, Section 3, item h, shall be amended and shall read as follows:

Section 3.there shall be no structural alterations to, capital additions to, or capital improvements on the Common Elements or property owned by the Association (other than for purposes of repairing, replacing and restoring existing portions of the Common Elements) requiring an expenditure in excess of Five Thousand Dollars (\$5,000) without the prior approval of 51% of the Unit Owners. Separate or special assessments for additions or alterations to the Common Elements or to Association-owned property not included in an Annual Budget (defined in Article VI, Section 4 or the Bylaws) are subject to the approval of 51% of the Unit Owners....

Article XII, shall be amended and shall read as follows:

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted on the affirmative vote of 51% of all the members at a regular meeting, or at any special meeting called for such purpose, by recording an instrument in writing setting forth such alteration, amendment, or repeal that is signed and acknowledged by an authorized member of the Board and that contains an affidavit by an officer of the Association certifying that the necessary affirmative vote of the members of the Association has been obtained.


Except to the extent expressly set forth herein above, the remaining provisions of the Declaration and Bylaws shall continue in effect without change.

These changes and restrictions shall take effect and shall be deemed adopted upon the recording of this Amendment.

NOWHEREFORE, we the undersigned members of the Board of Directors of 4619 NORTH LAWNDALE CONDOMINIUM ASSOCIATION consent to the Amendments aforementioned.





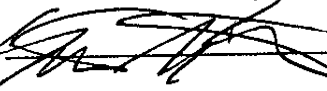
Gayleukis



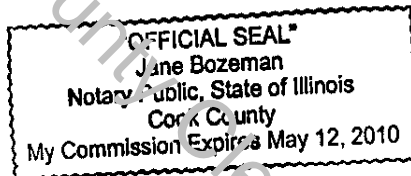
BEING THREE MEMBERS OF
THE BOARD OF DIRECTORS

UNOFFICIAL COPY

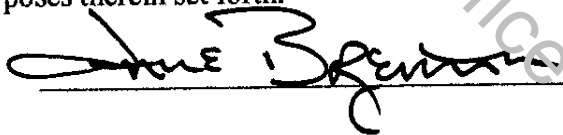
WE THE UNDERSIGNED, by affixing our names to this instrument do hereby certify that we are voting members of 4619 NORTH LAWDALE CONDOMINIUM ASSOCIATION and that pursuant to Paragraph 16 of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 4619 NORTH LAWDALE CONDOMINIUM ASSOCIATION RECORDED IN THE OFFICE OF The Recorder of Deeds of Cook County, Illinois as Document No. 0521044092 hereby consent to the foregoing Amendments requiring: approval consent at 51%, dog ownership prohibition and regulations pertaining to unit leasing.

NAME	ADDRESS	UNIT NO.
	4619 N. Lawndale	1
	4619 N. Lawndale	2
	4619 N. Lawndale	3

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



JANE BOZEMAN, being first duly sworn on oath depose and state that the Owners whose names are subscribed to the foregoing Petition are the true and correct Owners at 4619 North Lawndale Condominiums and the signatures to this Petition were a free and voluntary act for the uses and purposes therein set forth.



SUBSCRIBED and SWORN to before me
this 7th day of July, 2008.


Notary Public

UNOFFICIAL COPY

EXHIBIT B TO THE DELATATION

LEGAL DESCRIPTION FOR 4619 NORTH LAWNSDALE CONDOMINIUM

LOT 13 IN BLOCK 3 IN JOHNSON AND TYDEN'S ADDITION TO WEST
RAVENSWOOD, BEING A SUBDIVISION OF THE EAST ½ OF THE NORTHWEST
¼ OF THE NORTHWEST ¼ OF THE SECTION 14 TOWNSHIP 40 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FLAT
THEREOF, RECORDED AS DOCUMENT NUMBER 4546332, IN COOK COUNTY,
ILLINOIS.

PIN # 13-14-112-026-1001

PIN # 13-14-112-026-1002

PIN # 13-14-112-026-1003

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Stephen Kalter, DO HEREBY CERTIFY THAT I AM THE DULY QUALIFIED AND ACTING Secretary of the 4619 NORTH LAWNDALE CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, and as such am the keeper of the records and files of the Association.

I do further certify that 67% of the Unit Owners have approved the changes and the Secretary has mailed a copy of the Amendments by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of an affidavit certifying to such mailing.

IN WITNESS WHEREOF, I hereto affix my hand and seal on the 7th day of July, 2008.

[Signature]
Secretary

SUBSCRIBED and SWORN to before me
The 7th day of July, 2008.

[Signature]
Notary Public

