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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/16/2009 02:36 PM Pg: 1 of 6

**2009 Amendment to
Declaration of Condominium
Ownership and of Easements,
Restrictions, and Covenants for
1926-28 Morse Condominium
Association**

2009 Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants for 1926-28 Morse Condominium Association

This 2009 Amendment to the Declaration of Condominium Ownership and of Easements Restrictions and Covenants for 1926-28 Morse Condominium Association:

WHEREAS, the property legally described in Exhibit "A" hereto was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium Ownership recorded with the Recorder of Deeds of Cook County, Illinois as Document Number 23579607 and Amended on February 10, 1990 as Document Number 90081500, and Amended on May 7, 1996 as Document Number 96347440 (as subsequently amended, the "Declaration").

WHEREAS, a majority of Unit Owners agree that it would be beneficial to the interests of all Unit Owners to abolish the condominium association's right of first refusal to purchase a condominium unit.

WHEREAS, Article X, Section A of the Declaration provides that the provisions of the Declaration may be changed or modified pursuant to a written memorandum signed by Unit Owners having at least three-fourths (3/4) of the total votes, provided, however, that all lien holders of record have been notified by certified mail of such change or modification.

WHEREAS, the amendment to the Declaration set forth below was approved by more than three-fourths (3/4) of the Unit Owners, (namely, 83.32% of the Unit Owners) at a special meeting of the Unit Owners held on June 8, 2009 as evidenced by a written memorandum signed by said approving Unit Owners.

WHEREAS, a copy of the modifications made to the Declaration in the above and foregoing Second Amendment to the Declaration has been mailed by certified mail to all lien holders of record.

NOW, THEREFORE, the undersigned President of the Board, with the approval of more than three-fourths (3/4) of the Unit Owners, does hereby amend the Declaration as follows:

**This Instrument was prepared by and
After recording return to:**

Christopher Matern, Attorney at Law
205 West Wacker Drive, Suite 1600
Chicago, Illinois 60606

Common Address:
1926-28 West Morse
Chicago, Illinois 60626

PIN Numbers:
11-31-214-056-1001 through
11-31-214-056-1006

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1. **TERMS.** Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.
2. **AMENDMENT.** The Declaration is hereby amended to as followed:
 - a. Article VII. Sale or Lease is DELETED IN ITS ENTIRETY.
 - b. Article VII shall be replaced with the following new Article VII:

Article VII Lease of Units

1. **Notice of Lease.** A Unit Owner intending to lease a Unit, shall disclose that fact in writing to the Association at least 30 days before presenting a lease form to any prospective tenant and, at the same time, shall supply the Association with a copy of the lease form.
2. **Approval.** The Association reserves the right to approve any lease provided that such approval rights are limited to the enforcement of the rights of other Unit Owners and the duties imposed on the Association and the board of directors by these Bylaws and other condominium documents.
3. **Lease.** Any Unit Owner or other individual who wishes to rent or lease a Unit, who has received Association approval pursuant to Section 2 herein, shall submit an executed lease to the board of directors no later than 15 days after execution.
4. **Terms of Lease.** Non-Unit Owner occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements shall require such compliance specifically by incorporating the Condominium Documents in such lease by reference.
5. **Length of Lease Term.** No Unit shall be leased for a period of less than one (1) year without the prior written consent of the Association.
6. **Remedies of Association.** If the Association determines that any non-Unit Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:
 - a. **Notice.** The Association shall notify the Unit Owner of the Unit by certified mail advising of the alleged violation by the non-Unit Owner occupant.
 - b. **Investigation.** The Unit Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Unit Owner occupant or to advise the Association that a violation has not occurred.
 - c. **Legal action.** If, after 15 days, the Association believes that the alleged breach has not been cured or has been repeated, it may institute an action for eviction against the non-Unit Owner occupant and a simultaneous action for money damages in the same or in a separate action against both the Unit Owner and the non-Unit Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Unit Owner occupant and the Unit Owner liable for any damages to the

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Common Elements caused by the Unit Owner or non-Unit Owner occupant in connection with the Unit or the Project.

7. **Liability for Assessments.** If a Unit Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Unit Owner occupant occupying the Unit Owner's Unit under a lease or rental agreement, and the non-Unit Owner occupant, after receiving such notice, shall deduct from rental payments due the Unit Owner the full arrearage and also any future Assessments as they fall due, and pay such Assessments directly to the Association. Such deductions shall not be a breach of the lease agreement by the non-Unit Owner occupant.

3. **CONTINUATION.** Except as expressly modified herein, all terms and conditions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to Declaration to be executed and delivered as of this 7th day of JULY, 2009.

1926-28 Morse Condominium Association

Kenneth E. Hundrieser

By: **KENNETH E. HUNDRIESER**
Its President

Attest:

Jennifer L. Lucas


By: **Jennifer Lucas**
Its Secretary

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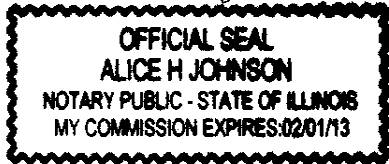
STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Kenneth Hundrieser, personally known to me to be the same person 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.

Given under my hand and official seal, this 7th day of July, 20 09.



(Notary Public)

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Jennifer Locascio, personally known to me to be the same person 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.

Given under my hand and official seal, this 7th day of July, 20 09.


(Notary Public)



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Exhibit "A" Legal Description

Lot 29 in Block 48 in "Rogers Park," being a Subdivision of the Northeast Quarter of that part of the Northeast Quarter, lying East of Ridge Road, of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian; ALSO the West Half of the Northwest Quarter of Section 32; ALSO all of Section 30, lying South of the Indian Boundary Line, all in Township 41 North, Range 14, East of the Third Principal Meridian. According to the Plat recorded September 10, 1872, in Book #2 of plats, Page #79 therein, as Document #55227, in Cook County, Illinois.

Common Address:

1926-1928 West Morse
Chicago, Illinois 60626

PIN Numbers:

11-31-214-056-1001;
11-31-214-056-1002;
11-31-214-056-1003;
11-31-214-056-1004;
11-31-214-056-1005;
11-31-214-056-1006

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

Secretary's Affidavit

I, the undersigned, being first on oath duly sworn, depose and state that I am the duly elected Secretary of the 1926-1928 West Morse Condominium Association, an Illinois not for profit corporation, and I hereby certify (1) that the amendments to the Declaration set forth in the above and foregoing 2009 Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants were approved by more than three fourths (3/4) of the Unit Owners at a meeting of Unit Owners held on June 8, 2009, and (2) that a copy of the modifications made to the Declaration has been mailed by certified mail to all Unit holders of record.

By: *Jennifer Deane*
Jennifer Deane
Its Secretary

SUBSCRIBED and SWORN to before me
this 7th day of July, 2009.

[Signature]
(Notary Public)

