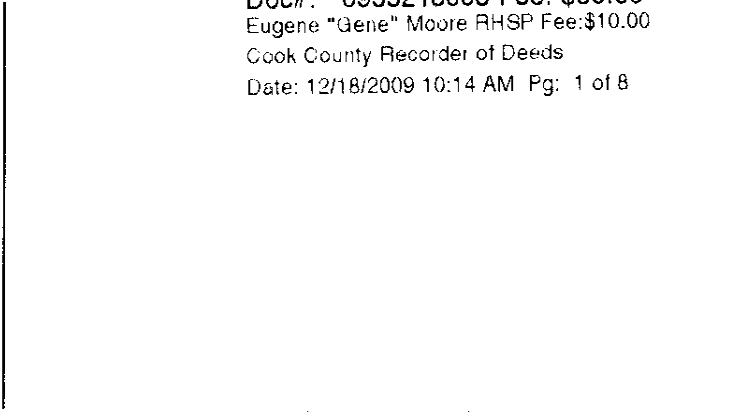


Doc#: 0935218003 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 12/18/2009 10:14 AM Pg: 1 of 8

This instrument prepared by and to be mailed to:

Mark R. Rosenbaum  
Fischel & Kahn, Ltd.  
190 S. LaSalle St., Ste 2850  
Chicago, Illinois 60603  
Recorder's Box 345



Above Space for Recorder's Use Only

THIRD AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
FOREST-LEE CONDOMINIUM ASSOCIATION

This Third Amendment ("Amendment") made and entered into as of October 21, 2009, by Forest-Lee Condominium Association, an Illinois not-for-profit corporation (the "Association").

Recitals:

- A. By the Declaration of Condominium Ownership recorded in the Office of the Recorder of Cook County, Illinois, as document no. 040493058 (the "Original Declaration"), the Declarant submitted certain real estate to the Illinois Condominium Property Act (the "Act"), said condominium being known as Forest-Lee Condominium (the "Condominium"); and
- B. The Declaration was subsequently amended by documents recorded in the Office of the Recorder of Cook County, IL as document numbers 0516817178 and 0535610105 (the "Amendments"). The Amendments and the Original Declaration are hereinafter referred to together as the "Declaration"); and
- C. The legal description of the Units and Property now subject to the Declaration is attached hereto as Exhibit "1" and incorporated by reference herein; and
- D. The Board of Managers of the Association has determined that the rental by Unit Owners of Units at the Association has the effect of reducing the number of resident Owners; and
- E. The Board believes that the existence of large numbers of renters in Association Units could adversely affect quality of life at the Association, and the marketability of Units (in that mortgages for potential buyers may be more difficult to obtain), and
- F. The Board believes that the Association is best served by having as many resident

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Owners as possible; and

- G. The Board believes that it is in the best interests of the Association to eliminate, as much as possible, the rental of Units at the Association, except in certain circumstances; and
- H. The Board has approved the Amendment, and the Unit Owners owning in excess of 67% of the undivided percentage interests in the Common Elements have voted, in person or by proxy, to approve said Amendment; and
- I. Due notice has been given to mortgagees with bona fide liens of record, as required by the terms of the Declaration. There are no Eligible First Mortgagees, as that term is defined in the Declaration. The affidavit of the Secretary of the Association to said votes of the Board and Unit Owners, and notice to mortgagees is attached as Exhibit "A"

Now Therefore, the Association, for the uses and purposes set forth above, hereby declares that the Declaration be and hereby is, amended as follows:

- 1. That the Declaration of this Association be amended by deleting existing Paragraph 7 in its entirety, and substituting the following in its stead (the "Amendment"):

"7. Lease of Units.

- (a) In order to prevent transiency and to preserve the residential character of the Association, each Unit is intended be used and occupied as the actual principal residence or actual second home of a Unit Owner of such Unit. Commencing on the effective date of this Amendment, therefore, the leasing of one or more Units to any person for any purpose is not permitted, except as permitted by this Paragraph 7. A "lease", as that term is used in this Paragraph 7, shall include every letting, whether by verbal or written agreement, regardless of whether rent or other consideration is paid to one or more of the Unit Owners of the Unit. Possession of a Unit by any person, including a family member of a Unit Owner, when the Unit is not also the principal residence or second home of a Unit Owner shall be deemed a lease of the Unit. A Unit Owner shall be deemed to be using the Unit as the Unit Owner's principal residence or second home if the Unit Owner actually physically occupies the Unit for at least 6 months every year. Every renewal or extension of an existing lease shall be deemed a separate lease. Every assignment of a lease (other than in connection with a conveyance of the Unit) or sublease shall be deemed a separate lease.
- (b) To avoid undue hardship, leasing will be allowed only as follows:
  - (1) No more than a total of 5 Units may be leased out in the Association

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at any one time; provided however, that the total number of Existing Leases (Paragraph 7(c), below) may temporarily cause the number of Units under lease to exceed 5 Units during the period of time that Existing Leases (and/or the one year new leases noted below) are permitted, but only during that period. In the event the number of Units subject to an Existing Lease (and/or the one year new leases noted below) is equal to or greater than 5 Units, no other Unit may be leased until the number of Units subject to an Existing Lease (and/or the one year new leases noted below) decreases to fewer than 5 Units, and thereafter the number of Units subject to either an Existing Lease and/or any other lease shall not exceed 5 Units. The Board may, by rule, establish a protocol (and forms) for establishing and using a waiting list for Units to be leased.

- (2) Each lease shall be for a period of not less than one and not more than 2 years in duration (except for the new leases noted below in Paragraph 7(c) which shall not exceed a term of one year). It is not permitted for a Unit Owner to lease less than all of a given Unit. No lease may be extended or renewed beyond two years, unless otherwise permitted by rule. No assignment of a lease (except in connection with the conveyance of the Unit) and no sublease of the Unit is permitted.
- (3) Except with regard to the new leases noted below in Paragraph 7(c), once a Unit has been leased, and the lease has terminated, whether by passage of time or otherwise, that Unit shall not be eligible to be leased to any person until one year after date of the termination of the said prior lease; provided however, that the Association, by rule, may, but need not, allow the earlier leasing of such a Unit if such earlier leasing would not cause the number of Units under lease to exceed 5.
- (c) Existing Leases
- (1) Notwithstanding the limitations in this Paragraph 7 on the number of Units which may be leased at any one time, any Unit Owner whose Unit is subject to an lease (or sublease) existing as of the effective date of this Amendment (an "Existing Lease") shall be permitted to continue leasing out the Unit until either the termination date stated in said Existing Lease (which term shall include subleases), or until said Existing Lease (or sublease) is terminated prior to the expiration of its stated term, whichever occurs earlier.

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- (2) A Unit Owner with an Existing Lease on his Unit shall be given the opportunity to lease the Unit for an additional one year period after the termination of the Existing Lease. Such one year period may be by extension or renewal of the Existing Lease, or may be by a new lease to one or more persons not then tenants of the Unit. Provided however, that if the lease is a new lease to one or more persons not then tenants of the Unit, the Unit Owner shall have to and including 60 days after the termination of the Existing Lease to cause the new lease to be signed and the new lease term to commence, and if no new lease has been so signed and no new lease term so commenced within that period, the Unit Owner shall lose the right to lease the Unit for such additional one year lease period.
- (i) Any options or rights to renew or extend an Existing Lease, which rights or options were part of the lease (or sublease) as of the effective date of this Amendment, may also be exercised and shall be given effect.
- (3) From and after the effective date of this Amendment, no assignment of an Existing Lease (except in connection with the conveyance of the Unit) and no sublease of a Unit is permitted.
- (4) In the event that an Existing Lease (or sublease) does not specify a termination date or is on a month-to-month basis, then the "stated termination date" of such lease, for purposes of this Paragraph 7, shall be the date which is 6 months from the effective date of this Amendment.
- (d) In the event a Unit is owned, in whole or in part by an entity (including a trust or estate), the Board may, by rule, determine which persons interested in the entity shall be entitled to be deemed Eligible Persons for purposes of this Paragraph. An Eligible Person shall be deemed a Unit Owner for purposes of this Paragraph 7.
- (e) Upon the written request of the Board (made at any time and from time to time), any person claiming to be eligible to occupy and use a Unit under this Paragraph 7 as an Eligible Person, shall deliver to the Board, within ten (10) business days of the such request, a certification from the entity (acceptable to the Board in its sole discretion) as to the office, title or position of the allegedly Eligible Person in order to substantiate his or her claim as an Eligible Person. Failure to timely submit such a certification shall result in such person being presumptively deemed not to be an

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Eligible Person and the Association may proceed to take any and all actions as it deems necessary, including eviction of the occupying person or persons, for violation of the provisions of the Declaration.

- (f) Notwithstanding the provisions of this Paragraph 7's limitation on the number of Units that may be leased at one time, the Association shall retain the right to lease a Unit to any bona fide tenant in furtherance of the Association's now or hereafter existing rights under Article IX of the Illinois Code of Civil Procedure (Forcible Entry and Detainer Law), as amended, and to lease to any bona fide tenant any Unit now or hereafter owned by the Association.
- (g) To the extent that the provisions of prior-existing Paragraph 7 of the Declaration, or any other provision of the Declaration or the Bylaws, permit a Unit Owner to lease his/her/its Unit, or permit a lease of a Unit to be assigned or subleased, such provisions are hereby deleted from the Declaration and/or Bylaws. In the event of any conflict between any provision of the Declaration or Bylaws with regard to leasing (or subleasing) of a Unit and this amended Paragraph 7, the provisions of this amended Paragraph 7 shall control.
- (h) This Amendment shall be effective as of the date of its recording in the Office of the Recorder of Cook County, Illinois."

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

In Witness Whereof, the Association, by its duly elected and authorized officers, has caused this Third Amendment to be executed as of the date and year first set forth above.

Forest-Lee Condominium Association, an Illinois not-for-profit corporation

By: [Signature]  
Its President

Attest: [Signature]  
Its Secretary

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State of Illinois        )  
                                   ) ss  
 County of Cook        )

I, Mark R. Rosenbaum , a Notary Public in and for the State aforesaid, Do Hereby Certify that Rhea Keenan, personally known to me to be the President and Anne Griffin, personally known to me to be the Secretary of Forest-Lee Condominium Association, an Illinois not-for-profit corporation, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person in the County aforesaid and acknowledged that they signed and delivered this instrument as their own free and voluntary act, and as the free and voluntary act of the said not-for-profit corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 3rd day of December, 2009.

Mark R. Rosenbaum  
 Notary Public

Seal



Property of Cook County Clerk's Office

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## Exhibit "A"

### Affidavit

The undersigned person, being first duly sworn on oath, deposes and states as follows:

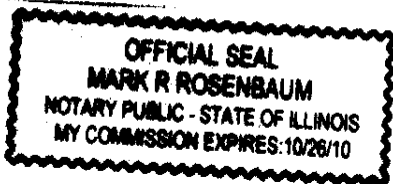
1. The undersigned is the duly elected, and now acting, Secretary of the Forest-Lee Condominium Association, an Illinois not-for-profit corporation.
2. The undersigned has been, and now is, duly authorized to make this Affidavit on behalf of the Association.
3. That the above and foregoing Third Amendment was duly approved on September 30, 2009 by the Board of the Association at a meeting of the Board duly called and properly noticed, and by the vote of Unit Owners of the Association owning in excess of 67% of the undivided percentage interests in the Common Elements at a meeting of said Unit Owners duly called and properly noticed on October 21, 2009.
4. That the undersigned caused a true and correct copy of the above and foregoing Third Amendment to be mailed, on December 4, 2009, by certified mail, to all mortgagees having bona fide liens against any Unit Ownership, said date being at least ten (10) days prior to the date of this Affidavit.

Date: 12/13, 2009

\_\_\_\_\_

Subscribed and sworn to before me  
this 10<sup>th</sup> day of December, 2009

Mark R. Rosenbaum  
\_\_\_\_\_  
Notary Public



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Exhibit "1"

## LEGAL DESCRIPTION

All Units in Forest Lee Condominium as delineated on a plat of survey of the following described real estate:

LOTS 1 AND 2 IN THE RESUBDIVISION OF BLOCK 2 IN THE RESUBDIVISION OF BLOCKS 4 AND 5 IN THE GIBBS, LADD & GEORGE'S ADDITION TO EVANSTON, SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

which plat of survey is attached as Exhibit "A" to the Declaration of Condominium Ownership, recorded as Document No. 0404931058 in the Office of the Recorder of Cook County, Illinois, as amended from time to time, together with each unit's respective undivided percentage interest in the common elements.

Unit No.	PIN
232-1	11-19-223-030-1001
232-2	11-19-223-030-1002
232-3	11-19-223-030-1003
234-1	11-19-223-030-1004
234-2	11-19-223-030-1005
234-3	11-19-223-030-1006
238-G	11-19-223-030-1007
238-1	11-19-223-030-1008
238-2	11-19-223-030-1009
238-3	11-19-223-030-1010
240-G	11-19-223-030-1011
240-1	11-19-223-030-1012
240-2	11-19-223-030-1013
240-3	11-19-223-030-1014
937-G	11-19-223-030-1015
937-1	11-19-223-030-1016
937-2	11-19-223-030-1017
937-3	11-19-223-030-1018
939-2	11-19-223-030-1020
939-3	11-19-223-030-1021

Street Address: 232-240 Lee Street and  
937-939 Forest  
Evanston, Illinois 60202