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PREPARED BY:

The Woods Law Group, Ltd.
1447 W. Henderson #1
Chicago, Illinois 60657



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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/03/2011 10:30 AM Pg: 1 of 6

AFTER RECORDING MAIL TO:

The Woods Law Group, Ltd.
1447 W. Henderson #1
Chicago, Illinois 60657

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR KAILEY COURT
CONDOMINIUMS AND DECLARATION OF BYLAWS FOR THE KAILEY COURT
CONDOMINIUM ASSOCIATION, AN ILLINOIS NOT-FOR PROFIT CORPORATION.**

THIS SECOND AMENDMENT (this "Amendment") to Declaration is made an entered into as of this 3rd day of March, 2011 and is an amendment to that certain Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Kailey Court Condominiums And Declaration Of Bylaws For the Kailey Cour Condominium Association, an Illinois Not-For Profit Corporation, recorded with the Recorder of Deeds of Cook County on March ____, 2000, as Document Number 00221641, as previously amended by that certain First Amendment to Declaration, recorded with the Recorder of Deeds of Cook County on November 26, 2001 (the "Declaration").

WITNESSETH:

WHEREAS, attached hereto as Exhibit A is a legal description of the Property and Units governed by the Declaration;

WHEREAS, the Kailey Court Condominium Association (the "Association") is the assignee of the developer's rights as set forth and described in the Declaration;

WHEREAS, pursuant to Article XIX, Section F of the Declaration, the Declaration may be amended by an instrument in writing setting forth such amendment, change, modification and signed and acknowledged by the President or Vice-President of the Board and approved by the Unit Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose; provided, however, that a member of the Board certifies via an affidavit that all

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mortgagees having bona fide liens of record against any unit have been notified of such Amendment by certified mail.

WHEREAS, said Amendment has been signed and acknowledged by the President or a Vice President of the Association; and

WHEREAS, an affidavit is attached hereto as Exhibit B certifying that the Amendment has been approved by the affirmative vote of Unit Owners having at least 75% of the total vote at a meeting called for that purpose; and

WHEREAS, an affidavit is attached hereto as Exhibit C certifying that a copy of the Amendment has been mailed by certified mail to all holders of bona fide liens of record against the Units.

NOW THEREFORE, the Declaration for the Kailey Court Condominium Association is hereby amended in accordance with the following:

1. Article XVII is hereby amended by adding the following Section Q:

Q. Leasing of Units. Leasing of Units shall at all times be subjected to the following restrictions.

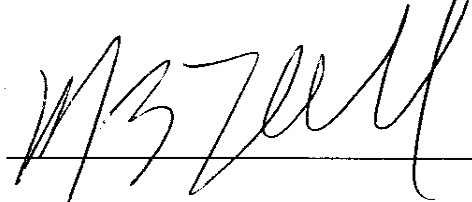
- i. Maximum Number of Lease Units. The maximum number of Units that may be leased within the Property at any one time shall not exceed more than two (2) Units. Notwithstanding the foregoing, to meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, allow the leasing of more than two (2) Units within the Property, provided that all other provisions contained within this Section are adhered to.
- ii. Length of Lease Term. No unit shall be leased by a Unit Owner for hotel or transient purposes for a term of less than six (6) months without the prior written consent of the Board. In no event shall a portion of a Unit which is less than the entire Unit be leased and in no event shall a Unit be leased for less than thirty (30) days.
- iii. Notice and Approval of Lease. In the event a Unit Owner desires to lease his or her Unit, the Unit Owner shall first disclose such fact in writing to the Board prior to entering into a lease with a prospective tenant or providing occupancy to any tenant. The Board shall have the authority to request specific information pertaining to the proposed lease, including copies of any proposed lease or rental agreement, and may approve or reject the proposed lease in its sole discretion within thirty (30) days of the request thereof.
- iv. Terms of Lease. In the event the Board provides conditional approval to a Unit Owner to lease said Unit, any lease agreement shall be in writing and shall be provided to the Board and shall be subject to the review and approval of the Board. In all instances, the lease shall contain a provision that the lessee or tenant shall be bound by and subject to all of the obligations of a Unit Owner (including those obligations under the Declaration, By-Laws and

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any rules and regulations established by the Association). Any failure to adhere to such obligations shall constitute a default under the lease which shall be enforceable by the Association or the Board. Additionally, the Unit Owner shall not be relieved from any of said obligations by virtue of leasing his or her Unit.

2. The effective date of this Amendment shall be deemed to be the date of recording with the office of the Recorder of Deeds of Cook County.
3. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms as in the Declaration.
4. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.
5. In the event of any conflict between the terms or provisions of the Declaration and this Amendment, this Amendment shall control.

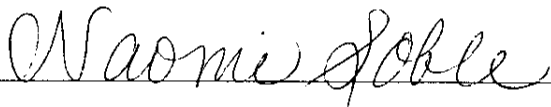
KAILEY COURT CONDOMINIUM ASSOCIATION



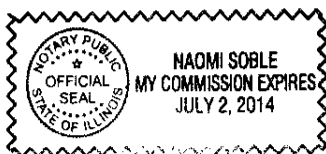
By: Mike Twedell, President

I, the undersigned, a Notary Public in and for the County of Cook in the State of Illinois, CERTIFY THAT MIKE TWEDELL, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she/he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Subscribed and sworn before me this 3 day of March, 2011.



Notary Public



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EXHIBIT A

Legal Description

LOTS 41 AND 42 IN THOMAS HURFORD'S SUBDIVISION OF THE WEST HALF OF BLOCK 5 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Premises commonly known as 1536 N. Bosworth, Chicago, Illinois 60642, and containing the following units:

Unit No.	Permanent Index Number
1N	17-05-100-063-1001
1S	17-05-100-063-1002
2N	17-05-100-063-1003
2S	17-05-100-063-1004
3N	17-05-100-063-1005
3S	17-05-100-063-1006
P-1N	17-05-100-063-1007
P-1S	17-05-100-063-1008
P-2N	17-05-100-063-1009
P-2S	17-05-100-063-1010
P-3N	17-05-100-063-1011
P-3S	17-05-100-063-1012

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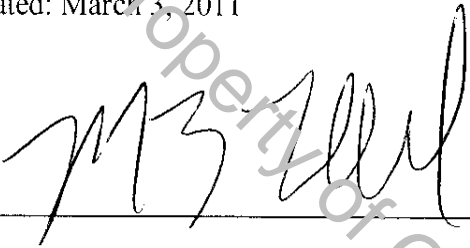
EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Mike Twedell, do hereby certify that I am the duly elected and qualified President for the Kailey Court Condominium Association.

I further certify that the attached Amendment to the Declaration was duly approved by the affirmative vote of at least 75% of the total Unit Owners at a meeting called for that purpose on February 24, 2011 in accordance with the Association Declaration.

Dated: March 3, 2011



A handwritten signature in black ink, appearing to read 'Mike Twedell', is written over a horizontal line. The signature is stylized and cursive.

Mike Twedell, President

Property of Cook County Clerk's Office

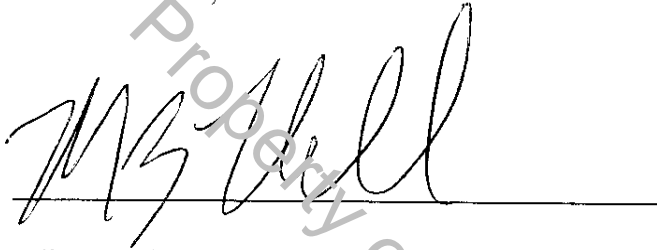
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EXHIBIT C

AFFIDAVIT OF MAILING

I, Mike Twedell, do hereby certify that I am the duly elected and qualified President for the Kailey Court Condominium Association. I also certify that I caused to have the foregoing Amendment mailed by Certified Mail to all holders of first mortgages of record.

Dated: March 3, 2011

A handwritten signature in black ink, appearing to read "Mike Twedell", is written over a horizontal line. The signature is cursive and somewhat stylized.

Mike Twedell, President

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