

UNOFFICIAL COPY



Doc#: 1300818050 Fee: \$58.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/08/2013 01:10 PM Pg: 1 of 11

FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND
COVENANTS FOR 818-820 Webster
Condominiums

WITNESSETH:

WHEREAS, certain real property located in the City of Chicago, Cook County, Illinois has been submitted to the provisions of the Illinois Condominium Property Act (the "Act") and the Declaration, such condominium being known as 818-820 Webster Condominiums, which real property is legally described as follows: Lots 22 and 23 in Sub Block 4 in the South ½ of Block 3 in Sheffield's Addition to Chicago in section 32, Township 40 North, Range 14 east of the third principal meridian, in Cook County, Illinois.

WHEREAS, 818-820 Webster Condominiums, (the "Association"), administers the property as set forth and described in the Declaration; and

THIS DOCUMENT PREPARED BY, AND UPON RECORDING, PLEASE MAIL

TO: Kathleen M Sheridan

820 West Webster #1w Chicago, Illinois, 60614

PIN NUMBER 14-32-212-044-1001

-1002

-1003

-1004

-1005

-1006

UNOFFICIAL COPY

WHEREAS, pursuant to Article XII, Section 6 of the Declaration, certain provisions in the Declaration may be changed, modified or rescinded upon approval by all members of the Association's Board of Managers (the "Board") and at least two-thirds (2/3) of the Unit Owners, by an instrument in writing setting forth the change, modification or rescission, signed and acknowledged by an authorized officer of the Association, and containing an affidavit by an officer of the Association certifying that at least two-thirds (2/3) of the Unit Owners have approved such amendment, change or modification and a copy of the change, modification or rescission has been provided by fax, email, or personal delivery to all mortgagees having bona fide liens against any Unit Ownership; and

WHEREAS, this Amendment has been approved by all members of the Board and at least two-thirds (2/3) of the Unit Owners, as evidenced by the signatures incorporated herein and attached hereto; and

WHEREAS, attached hereto is an affidavit signed by the President of the Association certifying that (a) at least two-thirds (2/3) of the Unit Owners have approved this Amendment; and (b) a copy of this Amendment has been provided by fax, email, or personal delivery to all mortgagees having bona fide liens against any Unit Ownership.

NOW, THEREFORE, the Association hereby declares that the Declaration be and hereby is amended as follows.

The Association hereby declares that the Declaration be and hereby is amended with regard to Article V with the following:

ARTICLE V RESTRICTION

ON LEASING

Article V, section 1. Leasing of Units.

(a) For the purposes of this Article V, section 1, the terms "rental" and "leasing" shall include any arrangement in which a Unit Owner does not reside in his or her Unit and allows one (1) or more other Persons to reside therein, regardless of whether the Unit Occupant or Occupants pay rent to the Unit Owner.

(b) Except as otherwise provided in this Article V, section 1, the concurrent rental or leasing of more than one (1) Unit on the Property shall be prohibited. The Board shall have the authority to establish a waiting list and/or other reasonable procedures for effectuating the foregoing limitation.

UNOFFICIAL COPY

(c) Except as otherwise provided in this Article V, section 1, the rental or leasing of Units shall be prohibited during the first (1st) year after a Unit Owner acquires title to or a beneficial interest in a Unit.

(d) Except as otherwise provided in this Article V, section 1, no Unit shall be rented or leased for more than two (2) consecutive years. Once a Unit has been leased for a period of two (2) consecutive years, a Unit Owner must take possession of the Unit or maintain the Unit as a vacant Unit for two (2) consecutive years before the Unit again may be leased or placed on the waiting list for the leasing of Units.

(e) In the event that a Unit Owner is a land trust, the holder or holders of the beneficial interest in the land trust shall be deemed to be the Unit Owner for the purposes of this Article V, section 1. In the event that a Unit Owner is a living trust, the trustee or co-trustees of the living trust shall be deemed to be the Unit Owner for the purposes of this Article V, section 1. In the event that a Unit Owner is a corporation, partnership, limited liability company or other legal entity not mentioned above capable of holding title to real property, the shareholders of the corporation, the members of the partnership, the members of the limited liability company, or the persons having an equity interest in such other entity shall be deemed to be the Unit Owner for the purposes of this Article V, section 1. In the event there is more than one Unit Owner of record, only one such Unit Owner shall be required to occupy his or her Unit as provided herein. Occupancy of any Unit is subject to any local ordinances governing the number of Occupants in the Unit.

(f) A Unit Owner need not be an Occupant of his or her Unit if a member of the Owner's "Immediate Family" (strictly defined as natural individuals who, by blood, marriage, adoption and/or operation of law, are a Unit Owner's grandmother, grandfather, mother, father, sister, brother, daughter or son) resides in the Unit. Persons who are not related to a Unit Owner may reside in a Unit with the Unit Owner or a member of the Unit Owner's Immediate Family. The Association shall have the authority to require that a Unit Owner provide documentation and/or other information adequately verifying that an individual qualifies as an Immediate Family member (including, but not limited to, true and correct copies of government records such as birth certificates, adoption records, driver's licenses, passports, military identification records and marriage licenses). For the purposes of this Article V, section 1(f), decisions regarding whether such verification is adequate shall be made by the Board in its sole discretion.

UNOFFICIAL COPY

(g) A Unit which is subject to a written lease in effect as of the effective date of this amended Article V, section 1 shall be permitted to continue under lease until the termination of the Authorized Lease (defined below) or one (1) year from the effective date of this amended Article V, section 1, whichever occurs first. (For the purposes of this Article V, section 1, the term "Authorized Lease" shall mean a written lease agreement in effect as of the effective date of this amended Article V, section 1 between an Occupant in possession of a Unit as of the effective date of this amended Article V, section 1 and whose occupancy of such Unit has continued thereafter without interruption and the Unit Owner of record as of the effective date of this amended Article V, section 1 and whose ownership of such Unit has continued thereafter without interruption.) True and accurate signed copies of all Authorized Leases must be submitted to the Association within sixty (60) days after the effective date of this amended Article V, section 1. Failure to submit a copy of a lease as required herein may in the Board's sole discretion cause a Unit Owner to forfeit the opportunity of having an Authorized Lease for his or her Unit.

(h) If a written request setting forth how the general limitations upon the leasing of Units causes a hardship to the Unit Owner is submitted to the Association, a hardship exemption to the general limitations on the leasing of Units may be granted. Reasons for such a hardship may include, without limitation, illness, death, loss of employment, job relocation or military service of the Unit Owner or the Unit Owner's spouse. In the event the Board determines in its sole discretion that a hardship exists and that granting a hardship exemption would be appropriate and will not be detrimental in any manner to other unit owners, the Board may grant permission for the Unit to be leased for a period of time not to exceed one (1) year. Thereafter, the Unit Owner must reapply for hardship status in order for his or her Unit to remain so occupied. The Board shall be under no obligation whatsoever to grant such requested hardship status or any continuation thereof. The Board shall have the authority to adopt rules and regulations and/or resolutions from time to time establishing guidelines and procedures for the submission and evaluation of hardship requests.

(i) No Unit shall be leased for transient or hotel purposes, which are defined as being for a period of less than thirty (30) days or for a period of thirty (30) days or more where services normally furnished by a hotel (such as room service or maid service) are furnished. No portion of a Unit which is less than the entire Unit shall be leased.

UNOFFICIAL COPY

(j) Any lease permitted under this amended Article V, section 1 and executed or renewed after the effective date of this amended Article V, section 1 shall be in writing, shall contain fixed beginning and ending dates, and shall expressly provide that the lease shall be subject to the terms of this Declaration, the rules and regulations and resolutions of the Association and the Act and that any failure of a tenant to comply with the terms of this Declaration, the rules and regulations and resolutions of the Association and/or the Act shall constitute a default under the lease. The Unit Owner shall deliver to the Board a true and correct copy of any such fully executed lease (including any renewal thereof), as well as such other information as the Board may prescribe through rules and regulations and/or resolutions, not later than occupancy or ten (10) days after the lease is signed, whichever occurs first. Failure to deliver a copy of the lease as provided herein may, in the Board's sole discretion, result in the revocation of the Unit Owner's right to lease his or her Unit.

(k) No leasing or allowing someone other than the Unit Owner to occupy his or her Unit shall relieve the Unit Owner from the obligations imposed upon him or her or his or her Unit pursuant to the Act, the Declaration and the rules and regulations and resolutions of the Association. The Unit Owner shall remain primarily liable for these obligations.

(l) Notwithstanding anything to the contrary contained in this Article V, section 1, neither Units owned by the Association nor leases entered into by the Association pursuant to the forcible entry and detainer provisions of the Illinois Code of Civil Procedure and/or other applicable law shall be subject to the leasing restrictions contained herein.

(m) In addition to the authority to levy fines against a Unit Owner for violation of this Article V, section 1 or any other provision of this Declaration or the rules and regulations of the Association, the Board shall have all rights and remedies available under applicable law, including, without limitation, the right to maintain an action for possession against the Unit Owner and/or his or her tenants or Occupants under the forcible entry and detainer provisions of the Illinois Code of Civil Procedure, an action for injunctive and/or other equitable relief, and/or an action at law for damages. Any and all unpaid charges incurred in connection with the foregoing (regardless of whether litigation is initiated by any party), including, without limitation, fines, attorneys' fees, court costs, title company charges, management company charges, recording fees and late fees, shall be deemed a part of the Unit Owner's respective share of the Common Expenses, be the personal obligation of the Unit Owner, constitute a continuing lien against the Unit Owner's Unit and be collectible in the same manner as any unpaid regular or separate (special) assessment.

UNOFFICIAL COPY

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms. The effective date of this First Amendment shall be deemed to be the date of recording with the office of the Recorder of Deeds of Cook County, Illinois.

This First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 818-820 Webster Condominiums is hereby approved by the members of the Board of Managers of 818-820 Webster Condominiums, in the exercise of the power and authority conferred upon and vested in the Association and its Board of Managers. The signatories hereby warrant that they possess full power and authority to execute this instrument.

Kathleen M. Shurtz Diana Milute

Anna J. Allen

(Being all of the members of the Board of Managers)

IN WITNESS WHEREOF, the undersigned duly elected officers of 818-820 Webster Condominiums, have duly signed and acknowledged this First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 818-820 Webster Condominiums on this

4th day of January 2013

818-820 Webster Condominiums,

By: Diana Milute
President

Attest: Kathleen M. Shurtz
Treasurer

UNOFFICIAL COPY

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 818-820 Webster Condominiums

X

I/We hereby **approve** the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 818-820 Webster Condominiums by my/our signature(s) below.

I/We hereby **disapprove** the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 818-820 Webster Condominiums by my/our signature(s) below.

Dated:

1/7/2012

Unit Address:

820 w webster # 1W

Unit Owner(s):

Kathleen M. Sheridan

Print:

Kathleen M. Sheridan

Sign:

Kathleen M. Sheridan

Print: _____

Property of Cook County Clerk's Office

RECEIVED 01/07/2013 14:15 0123550720 CTE
5308669285 MAILLET SERVICE

01/07/2013 15:19

UNOFFICIAL COPY

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 818-820 WEBSTER CONDOMINIUMS

X

We hereby acknowledge the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 818-820 Webster Condominiums by my/our signature(s) below.

We hereby acknowledge the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 818-820 Webster Condominiums by my/our signature(s) below.

Dated:

1-7-2013

Unit Address:

818 W WEBSTER UNIT 1 EAST

Unit Owner:

RUSSELL JOHNSON

Print:

RUSSELL JOHNSON

Sign:

Russell Johnson

Print:

Property of Cook County Clerk's Office

UNOFFICIAL COPY

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 818-820 West Webster Condominium Association

X

I/We hereby approve the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 818-820 West Webster Condominium Association by my/our signature(s) below.

I/We hereby disapprove the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 818-820 West Webster Condominium Association by my/our signature(s) below.

Dated: 1/7/13

Unit Address: 818 W. WEBSTER AVE, #3E
CHICAGO, IL 60614

Unit Owner(s): DIANE MILIOTES
AGNES LUGO-ORTIZ

Print:

Sign: Diane Miliotes

Agnes I. Lugo-Ortiz

Print: Agnes I. Lugo-Ortiz

Property of Cook County Clerk's Office

UNOFFICIAL COPY

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR 818-820 Webster Condominiums

X

I/We hereby **approve** the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 818-820 Webster Condominiums by my/our signature(s) below.

I/We hereby **disapprove** the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 818-820 Webster Condominiums by my/our signature(s) below.

Dated:

7/8/2013

Unit Address:

820 W. Webster Ave, Unit 3W

Unit Owner(s) (Print):

Klaus Arvid Nielsen
MAUREEN S. Nielsen

Sign:

Klaus Arvid Nielsen
Maureen S. Nielsen

Property of Cook County Clerk's Office