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THIS DOCUMENT WAS PREPARED BY AND
AFTER RECORDING, MAIL TO:

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Doc#: 1313034089 Fee: \$52.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
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FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR PAULINA PLACE CONDOMINIUM ASSOCIATION

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Paulina Place Condominium Association (hereafter the "Declaration") for Paulina Condominium Association, (hereafter the "Association"), which Declaration was recorded on April 22, 2002 as Document Number 0020457260 in the office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A" which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Board of Directors and Unit Owners desire to adopt an Amendment to restrict leasing at the Association; and

WHEREAS, pursuant to Article XIII, Section 13.07 of the Declaration, the Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Voting Members (either in person or by proxy), or by an instrument executed by Owners, representing at least sixty seven (67%) of the of the Unit owners.

In addition, Article XI, Paragraph (e) of the Declaration provides that an Amendment to the Declaration regarding leasing requires approval of 51% of the First Mortgagees.

WHEREAS, said instrument has been signed and acknowledged by the President, Vice President and the Secretary of the Association;

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WHEREAS, an Affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been approved, at a meeting called for such purpose, by the Unit Owners having, in the aggregate, at least sixty seven (67%) percent of the total vote, as evidenced by the Affidavit and the attached ballots of said Owners; and

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto as Exhibit C certifying that all First Mortgagees been given notice of the Amendment by certified mail and that it has been approved by 51% of said First Mortgagees.

NOW, THEREFORE, the Association hereby declares that Section 12.02 of the Declaration be and is hereby amended by adding the following language to the end of the Article as follows:

Notwithstanding any foregoing provisions of this Declaration to the contrary, the rental, leasing or sub-leasing of a Unit is limited to a total of four (4) of the Units, and all other Units must be owner occupied, effective with the recording of this Amendment. Those Units that are leased on the effective date of this Amendment, may continue to lease their Unit until the Unit is sold or is once again owner occupied. Upon such occurrence, or with respect to those Units not leased on the effective date of this Amendment, the following provisions shall apply:

(a) **Review of Lease.** The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein, except in cases of a lease extension or renewal. To be a valid Lease, the lease must be in writing, and be for a duration of at least 12 months and no more than 24 months. The signed lease must also contain the provision:

“The tenant and / or the Unit owner under this lease shall abide by the Declaration, By-Laws or Rules and Regulations of the Association (“Governing Documents”) and such failure may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors with 30 days notice. Both the unit Owner and the tenant hereby agree that they may be jointly and severally be liable for violations of such Governing Documents.”

(b) The Board shall have the authority to adopt reasonable rules and regulations concerning the order of priority in which the Units may be leased in the event more than four (4) Owners wish to lease their Units at any time.

(c) Once a Unit that is leased out reverts to resident owner status, or the Owner sells the Unit or otherwise indicates that the Unit will no longer be leased, the name on the waiting list for the longest period of time shall have the first opportunity to lease their Unit. That Owner will be given thirty (30) days to indicate whether they intend to lease out their Unit. That Owner will then have an additional thirty (30) days to present a signed lease to the Board, otherwise the right to lease shall pass to the next Owner on the waiting list.

(d) Occupancy of a Unit by a blood relative(s) of a Unit Owner without the Unit Owner being a resident, shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. A blood relative is defined as a parent, child (natural or adopted), grandparent, grandchild or sibling of a Unit Owner.

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(e) Hardship: If a hardship (to be defined to include, but not limited to, a job transfer, disability, prolonged health issue, death of an immediate family member or a sabbatical), as determined by the Board of Managers, exists, the Unit Owner may apply for a hardship waiver of the leasing restrictions (except that any more than one hardship rental can be in effect at any one time, subject to the discretion of the Board) set forth herein in the following manner:

(i) The Unit Owner must submit a request in writing to the Board of Managers requesting a not less than twelve (12) consecutive month's hardship waiver of this paragraph, setting forth the reasons why they are entitled to same. The Board shall respond to each application in writing within thirty (30) days of the submission thereof.

(ii) If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant such hardship waiver. Any lease entered into shall be in writing and for a period of not less than twelve (12) consecutive months. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Declaration, By-Laws or Rules and Regulations (the "Governing Documents") of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final. The Board's decision shall be final and binding.

(iii) Copies of all leases must be submitted to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. As part of such lease delivery, the Unit Owner leasing the Unit Ownership shall also deliver to the Board a forwarding address, telephone number and, if applicable facsimile number where such Unit Owner can be reached. The Unit Owner That leasing the Unit Ownership shall update such contract information from time to time as such contact information changes.

(iv) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors along with the copy of the lease.

(v) In the event a Unit Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

(h) The Board of Managers of the Association shall have the right to lease any Association owned Units or any Unit which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

(i) Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Managers may be subject to a flat or daily fine to be determined by the Board of Managers upon notice and an opportunity to be heard. Notwithstanding anything to the contrary herein, a Lease cannot be renewed or extended in any manner if the tenant has had three or more documented violations of the Declaration, Bylaws or rules of the Association.

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(j) In addition to the authority to levy fines against the Unit owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit owner and/or tenant, under 735 ILCS 5/9 et, seq., an action for injunctive and other equitable relief, or an action at law for damages.

(k) Any action brought on behalf of the Association and/or the Board of Managers to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(l) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

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

[SIGNATURE PAGE TO FOLLOW]

Cook County Clerk's Office

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APPROVED THIS 7 DAY OF August, 2011.

PAULINA PLACE CONDOMINIUM
ASSOCIATION

By: Jen Puccini
President

ATTEST:

By: Michele A. Dwyer
Treasurer

By: Art [Signature]
Secretary

Subscribed and Sworn to before me this 7 day
of August, 2011.

[Signature]
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOT 18 IN THE RESUBDIVISION OF BLOCK 7 IN BARNET AND GALLOWAY'S RESUBDIVISION OF BLOCKS 7, 8 AND 9 IN HENRYTOWN AND THE NORTH 100 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5 AND THE NORTH 100 FEET OF THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF GREEN BAY ROAD, ALL IN COOK COUNTY, ILLINOIS.

5827-29 North Paulina
Chicago, IL 60660

PINS: 14-06-406-045-1001 through 1012

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EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Amy F. Smith, do hereby certify that I am the duly elected and qualified Secretary for the Paulina Place Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Paulina Place Condominium Association, was duly approved by at least sixty seven (67%) percent of the Owners, in accordance with the provisions of Section 13.07 of the Declaration.

Amy F. Smith
Secretary

August 11, 2012

[Handwritten signature]



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EXHIBIT C

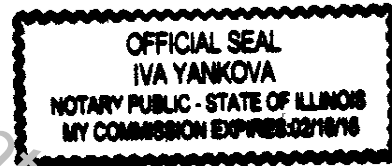
AFFIDAVIT AS TO ELIGIBLE FIRST MORTGAGEE APPROVAL

I, Amy F. Smith, do hereby certify that I am the duly elected and qualified Secretary for the Paulina Place Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that all First Mortgagees have been provided notice of the Amendment to the Declaration concerning lease restrictions by certified mail and at least 51% of said First Mortgagees have approved the First Amendment.

Amy F. Smith
Secretary

Dated at Chase Bank, Illinois this
04 day of August, 2012



Iva Yankova
Clerk's Office