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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/18/2013 01:14 PM Pg: 1 of 8

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## **FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS AND COVENANTS FOR 1500 OAK CONDOMINIUM**

### Street Address:

1500 Oak Avenue  
Evanston, Illinois 60201

### Permanent Index Numbers:

11-18-314-019-1001	11-18-314-019-1015	11-18-314-019-1029
11-18-314-019-1002	11-18-314-019-1016	11-18-314-019-1030
11-18-314-019-1003	11-18-314-019-1017	11-18-314-019-1031
11-18-314-019-1004	11-18-314-019-1018	11-18-314-019-1032
11-18-314-019-1005	11-18-314-019-1019	11-18-314-019-1033
11-18-314-019-1006	11-18-314-019-1020	11-18-314-019-1034
11-18-314-019-1007	11-18-314-019-1021	11-18-314-019-1035
11-18-314-019-1008	11-18-314-019-1022	11-18-314-019-1036
11-18-314-019-1009	11-18-314-019-1023	11-18-314-019-1037
11-18-314-019-1010	11-18-314-019-1024	11-18-314-019-1038
11-18-314-019-1011	11-18-314-019-1025	11-18-314-019-1039
11-18-314-019-1012	11-18-314-019-1026	11-18-314-019-1040
11-18-314-019-1013	11-18-314-019-1027	11-18-314-019-1041
11-18-314-019-1014	11-18-314-019-1028	11-18-314-019-1042

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DATE 6-18-13 COPIES 4  
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## **FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS AND COVENANTS FOR 1500 OAK CONDOMINIUM**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS AND COVENANTS FOR 1500 OAK CONDOMINIUM ("First Amendment") is made as of this 19<sup>th</sup> day of MAY, 2013, by the Board of Managers of the 1500 Oak Condominium Association (the "Board"):

### WITNESSETH

WHEREAS, the Board administers certain real estate, hereinafter described, located in Evanston, Cook County, Illinois; and,

WHEREAS, the Property (as defined by the Declaration described below) which includes, but is not limited to said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, have been submitted to the provisions of the Illinois Condominium Property Act (the "Act"); and,

WHEREAS, the Property hereby submitted to the provisions of the Act is legally described as in Exhibit A to the original Declaration; and,

WHEREAS, the Property is subject to that certain Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 1500 Oak Condominium recorded with the Recorder of Cook County, Illinois on March 17, 2008 as document number 0807722038, (the "Declaration"); and,

WHEREAS, Article XII, Section 12.05 of the Declaration provides a procedure for amending the Declaration upon approval by Unit Owners having at least three-fourths (3/4ths) of the total votes at a meeting called for the purpose of passing such an amendment; and,

WHEREAS, Article IX, Section 9.01 of the Declaration presently permits owners to lease their Units; and,

WHEREAS, the members of the Association voting to approve this First Amendment have determined that it is in the best interest of the Association to remove the unrestricted right to lease Units, with certain exceptions as set forth below; and,

WHEREAS, the amended portions of the Declaration contained in this First Amendment have been approved by a vote of Unit Owners having at least three-fourths (3/4ths) of the total vote at a special meeting of owners held on 4/8, 2013;

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NOW, THEREFORE, in furtherance of the foregoing Recitals, the Declaration is hereby amended in accordance with the following:

1. The heading for Article IX is deleted and replaced with the following:

“Sale or Other Alienation”

2. Article IX, Section 9.01 of the Declaration is deleted in its entirety and replaced with the following:

“9.01. Sale: Any Owner who wishes to sell his Unit Ownership to any person not related by blood or marriage to the Owner shall give to the Board of Managers no less than thirty (30) days prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser, and his or their financial and character references. The Board, acting on behalf of the other Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase such Unit Ownership upon the same terms as the proposed sale, which option shall be exercisable for a period of forty-five (45) days following the date of receipt of such notice; provided, however, that if the proposed purchase shall be for a consideration which the Board, in its reasonable opinion, deems inconsistent with the then existing bona fide fair market value of such Unit Ownership, the Board, notwithstanding any other provision herein stated to the contrary, may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 9.02 below. If said option is not exercised by the Board within the aforesaid option period or if said option is properly waived, the Owner may, at the expiration of said period (and at any time within sixty (60) days after the expiration of said period) contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein, and, if he fails to close said proposed sale or lease transaction within said sixty (60) days, his Unit Ownership shall again become subject to the Board's right of first option as herein provided. Any person acquiring ownership of any Unit shall be bound by and shall be subject to all of the obligations and all of the terms and provisions herein contained relative to such Unit. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, as well as the options herein below created in subparagraphs 9.02, 9.03 and 9.04 of this Article IX shall be and remain in full force and effect until the property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments to this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions.

3. Article IX, is further amended by adding the following new Section 9.12 immediately following Section 9.11:

“9.12 Leasing Prohibition and Exceptions. On and after the date of this First Amendment, no Units shall be leased. Those leases in existence as of September 1, 2012, shall be grandfathered and excepted from the provisions of this Section, without further action by the Board, for a period of one year, after which any further leases or renewals shall be subject to the

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prohibition and exceptions set forth in this paragraph.

Notwithstanding the prohibition on leases provided for herein, a Unit Owner may apply to the Board, in writing, for an exception to allow a temporary lease of his/her/its Unit for a period of one year, and subject to all other provisions of the Declaration and the Rules and Regulations of the Association. The Board may, in its sole discretion, permit up to two such exceptions at any given time to allow for a temporary lease and shall consider the following:

- (a) The length of time the Unit Owner has owned and resided in the Unit;
- (b) Whether it would create an undue hardship on the Unit Owner if it is not permitted to lease the Unit;
- (c) Whether the Unit Owner has previously been permitted to lease the Unit pursuant to an exception under this Section; and,
- (d) Whether the Unit Owner is applying for an exception due to the loss of employment, relocation of employment, or the illness or death of an immediate family member requiring the Unit Owner to relocate to an area outside of the Evanston and Chicagoland area for a period of time greater than 6 months.

It shall be the Unit Owner's obligation to provide the Board with any and all documentation and data requested by the Board as part of a Unit Owner's application for an exception, all of which information shall be kept confidential by the Board. No subleasing shall be allowed in any event.

In the event a lease is applied for under this section, the Board shall have the same rights and options as set forth in Section 9.01 (with respect to sales).

In the event a Unit is permitted to be leased by an exception, the Owner shall be required to furnish a copy of the written lease to the Board at least 15 days prior to commencement of such lease and which shall fully conform to all the Rules and Regulations of the Association. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration and the Rules and Regulations of the Association, and of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. In addition to any other remedies provided for in this Declaration, by filing an action jointly against the tenant and Unit Owner, the Association may seek to enjoin such tenant from occupying a Unit or seek to evict such tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the Unit Owner to comply with the leasing requirements prescribed by this Section or elsewhere in the Declaration, By-Laws and the Rules and Regulations of the Association. The Board may proceed directly against such tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by such tenant of the provisions of this Declaration or the Rules and Regulations of the Association.

4. All remaining provisions of the Declaration shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board has duly executed this First Amendment on the day and year first written above.

BOARD OF DIRECTORS OF  
1500 OAK CONDOMINIUM ASSOCIATION

By: Nancy Ryan  
Nancy Ryan, President

ATTEST:

By: Tacia Johnson  
Tacia Johnson, Secretary

Property of Cook County Clerk's Office



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STATE OF ILLINOIS )  
   ) SS.  
 COUNTY OF COOK    )

**AFFIDAVIT**

Tacia Johnson, having been sworn under oath and under penalties of perjury as provided by law, states and certifies as follows:

1. I am the Secretary of the Board of Directors of 1500 Oak Condominium Association (the "Association") and have personal knowledge of all matters set forth herein.

2. On or about 4/8, 2013, the Unit Owners having at least three-fourths (3/4ths) of the total votes of the Association approved the amendments to the Declaration contained in the First Amendment to Amended and Restated Declaration of Condominium Ownership, and of Easements, Restrictions and Covenants for 1500 Oak Condominium ("First Amendment").

3. In accordance with Article XII, Section 12.05 of the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 1500 Oak Condominium, I hereby certify that I mailed, or caused to be mailed, by certified mail to all holders of first mortgages and trust deeds of record, a copy of the First Amendment prior to the date of this Affidavit.

Tacia Johnson  
 Tacia Johnson,  
 Secretary of the Board of Directors of  
 1500 Oak Condominium Association

Subscribed and sworn to before me this 17th  
 day of May, 2013

D. Angelo Fletcher  
 Notary Public

My commission expires: 6-15-2015

OFFICIAL SEAL  
 D'ANGELO FLETCHER  
 Notary Public - State of Illinois  
 My Commission Expires Jun 15, 2015



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## LEGAL DESCRIPTION

Lot 1 in the Plat of Consolidation of the North 36 feet of Lot 2 and all of Lots 3 and 4 in Block 55 in Evanston, in the Southwest quarter of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded October 20, 1969 in the Office of the Cook County Recorder of Deeds as Document Number 20989692.

Commonly known as 1500 Oak Avenue, Evanston, Illinois 60201

Property Index Numbers:

11-18-314-019-1001	11-18-314-019-1024
11-18-314-019-1002	11-18-314-019-1025
11-18-314-019-1003	11-18-314-019-1026
11-18-314-019-1004	11-18-314-019-1027
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11-18-314-019-1018	11-18-314-019-1041
11-18-314-019-1019	11-18-314-019-1042
11-18-314-019-1020	
11-18-314-019-1021	
11-18-314-019-1022	
11-18-314-019-1023	