

# UNOFFICIAL COPY

**AMENDMENT TO  
DECLARATION OF  
CONDOMINIUM AND OF  
EASEMENTS,  
RESTRICTIONS,  
COVENANT AND BY-  
LAWS FOR 1700 WEST  
CHICAGO  
CONDOMINIUMS**



Doc#: 1317134087 Fee: \$72.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/20/2013 03:18 PM Pg: 1 of 18

This document is recorded for the purpose of amending the Declaration of Condominium (the "Declaration"), which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 10, 2002 as Document No. 0021361098, and covers the property legally described in Exhibit "A" (the "Property"), which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Board and Unit Owners desire to amend the Declaration concerning leasing; and

WHEREAS, Article 13, Section 13.7 of the Declaration provides that the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, signed and acknowledged by the President of the Board, and approved by the Unit Owners having, in the aggregate, at least 67% of the total vote, at a meeting called for that purpose; provided that (i) all qualified First Mortgagees have been notified by certified mail of any change, (ii) an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument and (iii) any provisions which specifically grant rights to First Mortgagees may be amended only with the written consent of all such qualified First Mortgagees except in those instances in which the approval of less than all First Mortgagees is required. Whereby, Section 11.1(e) of the Declaration provides that 51% of First Mortgagees must give their prior written approval in order to change the provisions concerning leasing; and

WHEREAS, said instrument has been signed and acknowledged by the President of the Board; and

**This document prepared by and after recording to be returned to:**

Matthew L. Moodhe  
Katharine W. Griffith  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 — (847) 537-0500

WHEREAS, said instrument has been approved by Unit Owners having, in the aggregate, at least 67% of the total vote at a meeting dated May 14, 2013; and

WHEREAS, an officer of the Board has certified by affidavit (attached as Exhibit

# UNOFFICIAL COPY

B) that Unit Owners having at least 67% of the total vote of the Association have approved the amendment; and

WHEREAS, an officer of the Board has certified by affidavit (attached as Exhibit C) that a copy of the Amendment has been mailed by certified mail to all qualified First Mortgagees; and

WHEREAS, an officer of the Board is has certified by affidavit (attached as Exhibit D) that 51% of First Mortgagees have provided written approval of the Amendment or waived their right to do so; and

WHEREAS, the effective date of the Amendment shall be the date of recordation.

NOW, ~~THE~~ THEREFORE, the Declaration is hereby amended as follows (additions in text are indicated by underline and deletions in text are indicated by ~~strikethrough~~):

1. **Article 12, Section 12.2 of the Declaration is hereby amended by adding a new paragraph as follows:**

(c) Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of residential Units is restricted to two (2) residential Units out of the total number of residential Units within the Association, pursuant to the following provisions:

(i) The term "leasing of units" includes a transaction wherein the title holder of a residential Unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if money or any other form of consideration is paid therefore. Additionally, the term "leasing of Units" shall include any transaction wherein possession of a residential Unit is provided prior to transfer of title. In no event may less than the entire residential Unit be leased. A Unit Owner shall be deemed to "reside" in a residential Unit if he/she has slept in the Unit for the majority of the days of the previous six months.

(ii) Any Unit Owner desiring to lease out their residential Unit must notify the Board prior to entering into a lease agreement.

(iii) Whenever 2 or more of the total residential Units at the Association are being leased, no other residential Units may be leased except as set forth below in subparagraphs (v) and (vi).

(iv) At such time as less than 2 of the residential Units in the Association are being leased at the time of application, the Owner shall be permitted to lease the residential Unit for a period of no more than two (2) years. If after the expiration of the aforementioned period, such Owner wishes to continue leasing his or her residential Unit, the Board of Directors, in its sole discretion, may approve an additional one (1) year extension to continue leasing. At the expiration of any such extension(s) approved by the Board, the Unit Owner may request and the Board may approve in its sole discretion subsequent one (1) year extensions.

# UNOFFICIAL COPY

(v) Occupancy of a residential Unit by a Family Member(s) of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Family Member shall be defined as a spouse, parents, and children (natural or adopted) and siblings of the Unit Owner.

(vi) Hardship: If a hardship, as determined by the Board of Directors, exists, the Unit Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:

(aa) The Unit Owner must submit a request in writing to the Board of Directors requesting a six (6) month hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(bb) 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 at least six (6) 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.

(vii) Copies of all leases and documents required by the Board and/or management company 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.

(viii) All Unit Owners who lease their residential Units are responsible for ensuring that their tenants are aware of and abide by the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.

(ix) The provisions of the Declaration, By-Laws and Rules and Regulations that relate to the use of the individual residential Unit or the Common Elements shall be applicable to any person leasing a residential Unit and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(x) In addition to the authority to levy fines, against the Owner or Tenant 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 tenant, an action for injunctive and other equitable relief, or an action at law for damages.

# UNOFFICIAL COPY

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

(xii) All unpaid charges including legal fees 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.

(xiii) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

(xiv) Those Owners leasing residential Units in the Association as of the effective date of this Amendment may continue to lease their units for a period of two (2) years, which such period shall begin on July 1, 2013. If after the expiration of the aforementioned 2 year period, such Owner wishes to continue leasing his or her residential Unit, the Board of Directors, in its sole discretion, may approve an additional one (1) year extension to continue leasing, as described in the foregoing provisions of this Amendment. Such "grandfathered owners" must abide by all of the terms of the Declaration, including this Amendment. With respect to all other Owners, including Owners not currently leasing and those Owners who purchase, or otherwise receive ownership of Units after the effective date of this Amendment, this Amendment shall be applicable.

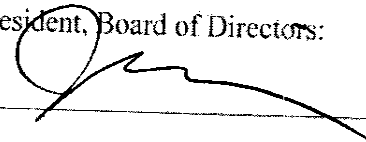
### End of Text of Amendment

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.

APPROVED THIS 16<sup>th</sup> DAY OF May, 2013

President, Board of Directors:



Subscribed and sworn to before me  
this 16<sup>th</sup> day of May, 2013.

Marisa A. Williams  
Notary Public



**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION**

THE 1700 WEST CHICAGO CONDOMINIUMS, As Delineated On The Plat Of Survey Of Lots 4 And 5 (Except Those Parts Thereof Taken For The Widening Of Chicago Avenue) In Block 22 In Johnston's Resubdivision Of The East Half Of Southeast Quarter Of Section 6, Township 39 North, Range 14 East Of The Third Principal Meridian, Said Survey Attached As Exhibit A To The Declaration Of Condominium Recorded As Document Number 0021361098, In Cook County, Illinois.

Street Address	PIN
1700 W. Chicago Avenue, Unit 1	17-06-438-040-1001
1700 W. Chicago Avenue, Unit 2	17-06-438-040-1006
1700 W. Chicago Avenue, Unit 3	17-06-438-040-1011
1702 W. Chicago Avenue, Unit 1	17-06-438-040-1002
1702 W. Chicago Avenue, Unit 2	17-06-438-040-1007
1702 W. Chicago Avenue, Unit 3	17-06-438-040-1012
1704 W. Chicago Avenue, Unit 1	17-06-438-040-1003
1704 W. Chicago Avenue, Unit 2	17-06-438-040-1008
1704 W. Chicago Avenue, Unit 3	17-06-438-040-1013
1706 W. Chicago Avenue, Unit 1	17-06-438-040-1004
1706 W. Chicago Avenue, Unit 2	17-06-438-040-1009
1706 W. Chicago Avenue, Unit 3	17-06-438-040-1014
1708 W. Chicago Avenue, Unit 1	17-06-438-040-1005
1708 W. Chicago Avenue, Unit 2	17-06-438-040-1010
1708 W. Chicago Avenue, Unit 3	17-06-438-040-1015

All in Chicago, Illinois 60622

# UNOFFICIAL COPY

## EXHIBIT B

### AFFIDAVIT OF OWNER APPROVAL

I, CHYOKO YOSHIDA, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the 1700 West Chicago Condominium Association, and that Unit Owners having, in the aggregate, at least 67% of the total vote, at a meeting called for that purpose.

  
Secretary of 1700 West Chicago  
Condominium Association

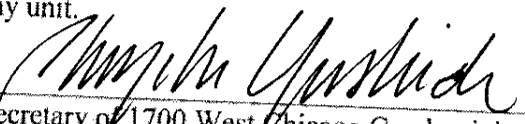
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT C

### AFFIDAVIT OF MORTGAGEE SERVICE

I, CHIYOKO YOSHIDA, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the 1700 West Chicago Condominium Association, and that a copy of the foregoing Amendment was mailed by certified mail to all qualified First Mortgagees of record against any unit.

  
Secretary of 1700 West Chicago Condominium Association

Property of Cook County Clerk's Office

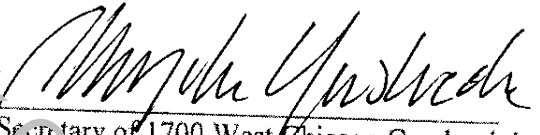
# UNOFFICIAL COPY

## EXHIBIT D

### AFFIDAVIT OF FIRST MORTGAGEE APPROVAL

I, CHINOKO YOSHIDA, do hereby certify that I am the duly elected and qualified Secretary for the 1700 West Chicago Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that written approval of at least 51% of First Mortgagees of the Association has been obtained, or the First Mortgagees have waived their right to object to the Amendment and are deemed to have accepted its terms and conditions and agree to be bound by same, as a result of failure to respond within thirty (30) days.

  
Secretary of 1700 West Chicago Condominium Association



# UNOFFICIAL COPY

## 1700 WEST CHICAGO CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration of 1700 West Chicago Condominium Association:

#### AMENDMENT REGARDING LEASING:

I Agree the Amendment concerning leasing restrictions should be passed.

I Do Not Agree the Amendment concerning leasing restrictions should be passed.

OWNER:

Joshua Hodens (signature)

Joshua Hodens (print name)

DATE: MARCH 10, \_\_\_\_\_, 2013

Property Address of Unit: 1700 W. CHICAGO AVE #1B

CHICAGO, IL 60622

Name and Address of Mortgage Lender (if any):\*\*\*

WELLS FARGO

Loan No. \_\_\_\_\_

\*\*\* This information is required in order to send notice to mortgagees of this amendment pursuant to the terms of the Association's Declaration.

# UNOFFICIAL COPY

## 1700 WEST CHICAGO CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration of 1700 West Chicago Condominium Association:

#### AMENDMENT REGARDING LEASING:

I Agree the Amendment concerning leasing restrictions should be passed.

I Do Not Agree the Amendment concerning leasing restrictions should be passed.

OWNER:

Carole Schroeder (signature)

Carole SCHROEDER (print name)

DATE:

03/10/13, 2

Property Address of Unit:

1702 W. Chicago Ave.  
Unit A

Name and Address of Mortgage Lender (if any):\*\*\*

~~Bank of America~~ BMO Harris  
3500 U.S. Highway 16 La Crosse, WI. 54601

Loan No. 9500 127 233

\*\*\* This information is required in order to send notice to mortgagees of this amendment pursuant to the terms of the Association's Declaration.

# UNOFFICIAL COPY

## 1700 WEST CHICAGO CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration of 1700 West Chicago Condominium Association:

#### AMENDMENT REGARDING LEASING:

I Agree the Amendment concerning leasing restrictions should be passed.

I Do Not Agree the Amendment concerning leasing restrictions should be passed.

OWNER:

Kathryn M Wendt (signature)

Kathryn M Wendt (print name)

DATE: April 8, 2013

Property Address of Unit: 1702 W. Chicago Ave, Unit B

Chicago, IL 60622

Name and Address of Mortgage Lender (if any):\*\*\*

Alliant Credit Union

PO Box 66945, Chicago, IL 60666-0945

Loan No. 237376764

\*\*\* This information is required in order to send notice to mortgagees of this amendment pursuant to the terms of the Association's Declaration.

# UNOFFICIAL COPY

## 1700 WEST CHICAGO CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration of 1700 West Chicago Condominium Association:

#### AMENDMENT REGARDING LEASING:



I Agree the Amendment concerning leasing restrictions should be passed.



I Do Not Agree the Amendment concerning leasing restrictions should be passed.

OWNER:



(signature)

Jordan G. Herron

(print name)

DATE:

April 9, 2013

Property Address of Unit:

1704 W Chicago, Unit A

Chicago, IL 60622

Name and Address of Mortgage Lender (if any):\*\*\*

CHASE

PO Box 183166, Columbus, OH 43218-3166

Loan No. 1610253094

\*\*\* This information is required in order to send notice to mortgagees of this amendment pursuant to the terms of the Association's Declaration.

# UNOFFICIAL COPY

## 1700 WEST CHICAGO CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration of 1700 West Chicago Condominium Association:

#### AMENDMENT REGARDING LEASING:

I Agree the Amendment concerning leasing restrictions should be passed.

I Do Not Agree the Amendment concerning leasing restrictions should be passed.

OWNER:

James F. Kurth

(signature)

JAMES E. KURTH

(print name)

DATE:

31 MARCH, 2013

Property Address of Unit: 1704 W. CHICAGO Ave; Unit "B" - 3rd floor

Chicago, IL 60622 → % of Ownership = 9 %

Name and Address of Mortgage Lender (if any):\*\*\*

PNC BANK

PO Box 1024, Dayton OH 45401

Loan No. 1000117385

\*\*\* This information is required in order to send notice to mortgagees of this amendment pursuant to the terms of the Association's Declaration.

# UNOFFICIAL COPY

## 1700 WEST CHICAGO CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration of 1700 West Chicago Condominium Association:

#### AMENDMENT REGARDING LEASING:

I Agree the Amendment concerning leasing restrictions should be passed.

I Do Not Agree the Amendment concerning leasing restrictions should be passed.

OWNER:

[Signature] (signature)

Take Downey (print name)

DATE: April 8 .2013

Property Address of Unit: 1706 W. Chicago Ave #3B  
Chicago, IL 60642

Name and Address of Mortgage Lender (if any):\*\*\*

Plaza Home Mortgage

Loan No. 1428471120

\*\*\* This information is required in order to send notice to mortgagees of this amendment pursuant to the terms of the Association's Declaration.

# UNOFFICIAL COPY

## 1700 WEST CHICAGO CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration of 1700 West Chicago Condominium Association:

#### AMENDMENT REGARDING LEASING:

I Agree the Amendment concerning leasing restrictions should be passed.

I Do Not Agree the Amendment concerning leasing restrictions should be passed.

OWNER:

V. L (signature)

Victoria Conner (print name)

DATE: 4/9, 2013

Property Address of Unit: 1708 W. Chicago Ave #2  
Chicago, IL 60622

Name and Address of Mortgage Lender (if any):\*\*\*

Guaranteed Rate  
1 Corporate Dr. Suite 360 Lake Zurich, IL 60047-8946

Loan No. 1431308335

\*\*\* This information is required in order to send notice to mortgagees of this amendment pursuant to the terms of the Association's Declaration.

# UNOFFICIAL COPY

## 1700 WEST CHICAGO CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration of 1700 West Chicago Condominium Association:

#### AMENDMENT REGARDING LEASING:

I Agree the Amendment concerning leasing restrictions should be passed.

I Do Not Agree the Amendment concerning leasing restrictions should be passed.

OWNER:

Chiyoko Yoshida (signature)

CHIYOKO YOSHIDA (print name)

DATE: 4/15 2013

Property Address of Unit: 1708 W CHICAGO #3

CHICAGO, IL 60622

Name and Address of Mortgage Lender (if any):\*\*\*

1st ADVANTAGE MORTGAGE

1235 N DUTTON AVE, SUITE E SANTA ROSA, CA 90051

Loan No. 9122653156

\*\*\* This information is required in order to send notice to mortgagees of this amendment pursuant to the terms of the Association's Declaration.



# UNOFFICIAL COPY

## 1700 WEST CHICAGO CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration of 1700 West Chicago Condominium Association:

#### AMENDMENT REGARDING LEASING:

I Agree the Amendment concerning leasing restrictions should be passed.

I Do Not Agree the Amendment concerning leasing restrictions should be passed.

OWNER:

Julia  (signature)

Julia Skerbidia (print name)

DATE: April 7, 2013

Property Address of Unit: 1702 W Chicago Ave Unit 1  
Chicago, IL 60642

Name and Address of Mortgage Lender (if any):\*\*\*

Selfiance IFAC U  
2332 W Chicago Ave, Chicago IL 60692

Loan No. 161905-60

\*\*\* This information is required in order to send notice to mortgagees of this amendment pursuant to the terms of the Association's Declaration.

# UNOFFICIAL COPY

## 1700 WEST CHICAGO CONDOMINIUM ASSOCIATION

### BALLOT

Regarding the proposed Amendment to the Declaration of 1700 West Chicago Condominium Association:

#### AMENDMENT REGARDING LEASING:



I Agree the Amendment concerning leasing restrictions should be passed.



I Do Not Agree the Amendment concerning leasing restrictions should be passed.

OWNER: Diana M. Kopidlansky

Victor R. Kopidlansky (signature)

DIANA M. KOPIDLANSKY  
VICTOR R. KOPIDLANSKY (print name)

DATE:

3 - 26 .2013

Property Address of Unit:

1706 W. CHICAGO AVE. (GROUND FLOOR) (5%)

1708 W. CHICAGO AVE. (GROUND FLOOR) (5%)

Name and Address of Mortgage Lender (if any):\*\*\*

N/A

TOTAL 10%

Loan No. \_\_\_\_\_

\*\*\* This information is required in order to send notice to mortgagees of this amendment pursuant to the terms of the Association's Declaration.