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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/02/2013 03:26 PM Pg: 1 of 8

Kovitz Shifrin Nesbit
750 W. Lake Cook Road
Suite 350
Buffalo Grove, Illinois 60089
Attn: David M. Bendoff, Esq.

**SECOND AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND BY-LAWS
OF
WISCONSIN WINDINGS CONDOMINIUM ASSOCIATION**

This document is recorded for the purpose of amending the Amended and Restated Declaration of Condominium Ownership and By-Laws (hereafter the "Declaration") of Wisconsin Windings Condominium Association (hereafter the "Association"), which Declaration was recorded on November 23, 2004, as Document No. 0432848271 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 thereof.

This amendment is adopted pursuant to the provisions of Paragraph 16 of the aforesaid Declaration and Section 17 of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is executed by the President of the Association or such other officer authorized by the Board of Managers of the Association (the "Board"), and approved by at least sixty six and 2/3 of the Unit Owners at a meeting called for that purpose, approved by fifty one percent (51%) of Eligible First Mortgagees as that term is defined in the Declaration, and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees, having liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit.

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RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to restrict occupancy of units, and to limit the number of units that can be rented or leased at any one time with certain limited exceptions; and

WHEREAS, the amendment has been executed by the President of the Association or such other officer authorized by the Board, and approved by at least sixty six and 2/3 of the Unit Owners at a meeting called for that purpose, and there being no Eligible First Mortgagees, and due notice having been provided to all mortgagees holding liens of record against any Unit, all in compliance with Paragraph 16 of the Declaration and Section 17 of the Act.

NOW THEREFORE, Paragraph 7 of the Amended And Restated Declaration of Condominium Ownership and By-Laws of Wisconsin Windings Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike outs~~):

“a. ~~On and after September 1, 2004, no Unit may be listed for sale or sold as anything other than an owner-occupied Unit.~~ Any Unit Owner who desires to sell his Unit, or any interest therein, to any Person shall first obtain from the proposed purchasers a bona fide executed offer in writing, setting forth all the terms and conditions of said proposed transaction. The offer shall be expressly subject to the terms of this Paragraph 7. If any Unit Owner receives such an offer that he intends to accept, he shall accept such offer subject to the terms of this Paragraph 7 and give written notice to the Association of such offer and acceptance, stating the name and address of such proposed purchaser, the terms of the proposed transaction, and such other information as the Association may reasonable require, and shall furnish a copy of such executed offer and acceptance to the Association. The giving of such notice shall constitute a warranty and representation by the giver thereof that he believes such offer and all information contained in the notice to be bona fide, true, and correct in all respects.”

(p) (i) Notwithstanding any other provisions of the Declaration to the contrary, the leasing or rental of more than eight (8) of the Units at any one time is prohibited, except as hereinafter provided in subparagraphs (ii), (iii), (iv), and (v). The Board shall adopt rules to address leasing priority in the event the number of Units being leased has reached the above limit.

(ii) Any Unit Owner who owns a Unit on or before the date of recording this Amendment is not affected by subparagraphs (i) and (iii) with respect to such Unit; provided, however, that upon the transfer of ownership of the Unit or transfer of the beneficial interest in a trust holding legal title to such Unit the provisions of subparagraphs (i) and (iii) shall be applicable to such Unit.

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(iii) In the event that the maximum number of Units permitted to be leased or rented pursuant to subparagraph (i) are being leased or rented, to meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease or rent his Unit to a specified lessee for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of the lease. The Board's decision shall be final and binding.

(iv) The provisions of subparagraphs (i) and (iii) shall not apply to the rental or leasing of a Unit to a Unit Owner's spouse, sibling, child, parent, grandparent, partner in a civil union, or to any one or more of them.

(v) The provisions of subparagraphs (i) and (iii) shall not apply to the rental or leasing of Units by the Association through its Board of Managers.

(vi) The Board reserves to itself the first right and option to lease any Unit.

(vii) No Unit permitted to be leased shall be used for hotel or transient purposes or subleased, no Owner shall lease less than the entire Unit, and all leases permitted by this Amendment shall be in writing, for a term of at least twelve (12) months and not more than twenty four (24) months, and shall be subject to the terms of the Declaration, By-Laws, and the rules established by the Board. The Owner of a Unit being leased as permitted hereunder shall provide the Association with the names of all tenants of the Unit, including the tenants' family members who will occupy the Unit. The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Condominium Property Act, the condominium instruments, or rules and regulations of the Association; and

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such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.”

NOW THEREFORE, Paragraph 11 of the Amended And Restated Declaration of Condominium Ownership and By-Laws of Wisconsin Windings Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“s. Except for Units permitted to be and being leased hereunder, each Unit shall be occupied by the Owner (including the beneficiary of a trust holding legal title to the Unit), said Owner's spouse, sibling, child, parent, grandparent, partner in a civil union, or any one or more of them; with respect to Units owned by a corporation, a partnership, or limited liability company, or if the beneficiary of a trust holding legal title to a Unit is a corporation, partnership, or limited liability company, such Unit shall be occupied by a shareholder of such corporation, partner of such partnership, member of such limited liability company, such shareholder's, partner's, or member's spouse, sibling, child, parent, grandparent, partner in a civil union, or any one or more of them.”

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

END OF TEXT OF AMENDMENT

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PRESIDENT'S SIGNATURE PAGE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I Christina Day, am the President of the Board of Managers of Wisconsin Windings Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 4 day of April, 2013.

BY: Christina Day
President

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CERTIFICATION AS TO UNIT OWNER APPROVAL

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Stacy Ambrozich, state that I am the Secretary of the Board of Managers of Wisconsin Windings Condominium Association, an Illinois not-for-profit corporation and condominium, and as such Secretary and the keeper and custodian of the books and records of said condominium. I hereby certify that the foregoing amendment was approved by at least sixty six and 2/3 of the Unit Owners, at a special meeting of the Unit Owners duly noticed, convened and held for that purpose on November 4, 2013 at which a quorum was present throughout, and that such approval by the Unit Owners has not been altered, modified or rescinded in any manner but remains in full force and effect.

BY: Stacy Ambrozich
 Secretary

DATE: November 4, 2013

CLERK OF COOK COUNTY Clerk's Office

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AFFIDAVIT OF NOTICE TO MORTGAGEES AND APPROVAL BY ELIGIBLE FIRST MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

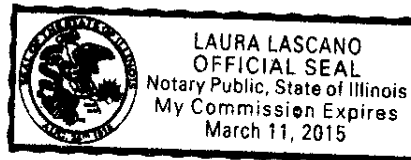
I, Stacy Ambrozich being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Wisconsin Windings Condominium Association, an Illinois not-for-profit corporation and condominium, and that pursuant to Paragraph 16 of the Declaration of Condominium Ownership for said condominium, written notice of the foregoing amendment has been sent by certified mail to all mortgagees of record against any Unit in the aforesaid condominium[, not less than ten (10) days prior to the date of this affidavit.

I further state that, pursuant to Paragraph 16 of the Declaration of Condominium Ownership for said condominium, there are no Eligible First Mortgagees as that term is defined in the Declaration.

Stacy Ambrozich
Secretary

SUBSCRIBED AND SWORN to
before me this 4 day
of November 2013

[Signature]
Notary Public



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EXHIBIT A **LEGAL DESCRIPTION**

UNITS: 417-1E; 417-1W; 417-2E; 417-2W; 417-3E; 417-3W; 417-GN; 419-1E; 419-1W; 419-2E; 419-2W; 419-3E; 419-3W; 421-1; 421-2; 421-3; 423-1E; 423-1W; 423-2E; 423-2W; 423-3E; 423-3W; 425-1E; 425-1W; 425-2E; 425-2W; 425-3E; 425-3W; 425-GS

AS DELINEATED ON THE SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE: THE SOUTH 15 FEET OF THE NORTH ½ OF LOT 49 IN SCOVILLE AND NILES SUBDIVISION OF BLOCK 5 IN SCOVILLE AND NILES ADDITION TO OAK PARK, SAID ADDITION BEING A SUBDIVISION OF THE WEST 40 ACRES OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL OF THE SOUTH ½ OF SAID LOT 49 AND OF LOT 54 AND THE NORTH 12 FEET OF LOT 55 IN SAID SCOVILLE AND NILES SUBDIVISION IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY AS DOCUMENT NO. 20159529, AS AMENDED.

Commonly Known As: 417-25 S. Wisconsin Avenue
Oak Park, Illinois 60302

Permanent Index Number: 16-07-322-061-1001
through and including: 16-07-322-061-1029