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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/07/2014 10:28 AM Pg: 1 of 10

SECOND AMENDMENT
TO DECLARATION OF
CONDOMINIUM FOR 1671
NORTH CLAREMONT
CONDOMINIUMS

This Second Amendment to the Declaration of Condominium For 1671 North Claremont Condominiums is made and entered into this 10th day of December, 2013, by approval of the Unit Owners of condominium units in 1671 North Claremont Condominium Association (hereinafter referred to as the "Unit Owners"), being at least 66 2/ 3 % of the Unit Owners of the Condominium Association.

WITNESSETH

WHEREAS, by a certain Declaration of Condominium Ownership For 1671 North Claremont Condominiums recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on February 25, 2004, as Document No. 0405632135 (hereinafter called "Declaration"), certain real estate located in Chicago, Cook County, Illinois (hereinafter called "Property") identified therein was submitted to the Condominium Property Act of the State of Illinois (hereinafter called "Act"). The real estate now subject to the Declaration, as amended, is identified and legally described in Exhibit "A" which is attached hereto and forms a part hereof; and

WHEREAS, Article XVII 6 of the Declaration provides that provisions of the Declaration, including Article VII, may be amended, changed or modified (i) upon approval

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by at least 66 2/ 3% of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by President or Vice-President and the Secretary and containing an affidavit by an officer of the Association certifying that at least 66 2/ 3% of the Unit Owners have approved such amendment, change or modification, and (ii) a copy of the amendment, change, or modification has been mailed by certified mail to all mortgagees having bonafide lines of record against any Unit, not less than ten (10) days prior to the date of such affidavit; and

WHEREAS, according to the books and records of the Association, there are no First Mortgagees who have made a specific written request to receive notice of any proposed actions requiring consent as set forth in Article XVII of the Declaration, so that there are no Eligible First Mortgagees as defined therein; and

WHEREAS, the Unit Owners of the 671 North Claremont Condominium Association (the "Association") deem it desirable to amend and modify the Declaration to restrict the leasing of units so that no more than two units shall be leased at any time, and require owners to occupy and reside in the units, as set forth in this Second Amendment; and

WHEREAS, the Unit Owners desire to authorize the Board to adopt rules and regulations as the Board deems to be in the best interest of the Association, to implement procedures to enforce the restrictions; and

WHEREAS, the Unit Owners desire to reserve to the Board the authority, in its sole and absolute discretion, to lease or rent units owned or possessed by the Board or the Association;

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NOW THEREFORE, the Board and Unit Owners being at least sixty-six and two-thirds percent (66 2/3%) of the Unit Owners do further hereby amend and modify the Declaration as follows:

1. The Declaration at Article VII, entitled "Lease of Units or Sublease or Assignment of Lease Thereof," is hereby amended and modified by replacing Article VII with the following in its place and stead:

ARTICLE VII

Leasing and Restrictions On Leasing

(a). Restrictions On Leasing.

(i). Leasing of Units, and occupancy of Units by persons other than the Owner of the Unit or those authorized by Subsections (i) through (vii) of this Section (a), is hereby restricted so that no more than two (2) Units in the Association (by number) may be leased or rented, or occupied by persons other than those permitted by this Section (a) at any particular time. No more than two (2) Units shall be leased at any time, except where permitted by this Section (a).

Notwithstanding the leasing restrictions set forth herein, for purposes of this Section (a) only, a Unit may be occupied by the Unit Owner's immediate family member, without the Unit Owner, provided that those family members actually occupy and reside in the Unit as their primary residence. Such occupancy by immediate family members shall not be considered leasing or renting the Unit for these purposes and shall not count as being leased or rented to determine the total number of units being leased or rented in the Association. For purposes of this subsection (a)(i), immediate family member shall mean the Unit Owner's spouse, parent, child, brother or sister, and shall not include any other family member or person. Any Unit that is occupied by someone other than the Unit Owner or a Unit Owner's immediate family member shall be considered a leased Unit for purposes of this Section (a).

(ii) Those Units which may be leased shall comply with the provisions of Section (b) of this Article VII and shall comply with any and all rules and regulations adopted by the Board. The Board shall have sole and absolute discretion to determine when and which Units may be leased or rented in accordance with these provisions of Sections (a) and (b), including, but not limited to, determining if two Units are being leased or rented pursuant to Subsection (a)(i). The Board's determinations shall not be

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subject to challenge or judicial review and shall be final and binding upon the Unit and the Unit Ownership.

The Board shall have the authority, in its discretion, to adopt and amend rules and regulations to implement and enforce these limitations and restrictions on the number of Units which may be leased, including, but not limited to, setting the method or procedures to determine and which Units may be rented or leased and when, lease renewals, waiting lists or any other procedure, consistent with this Article VII, in order to comply with the restrictions and limitations set forth in this Amendment. The Board shall have final authority to determine which Unit may be leased at any time, or when it may be leased, to comply with these restrictions, and the Board's determination shall not be subject to challenge or judicial review and shall be final and binding upon the Units and Unit Ownerships.

All leases in effect on or before the effective date of this Amendment, and all leases in effect and permitted after the effective date, shall be subject to the Declaration and By-Laws, this Amendment, and the Condominium Property Act now in effect and as amended from time to time, provided, however, that no changes to the Condominium Property Act will allow leasing or limit the restrictions herein.

(iii) Notwithstanding the provisions of Sections (a)(i), (a)(ii) and (b) of this Article VII, any Unit that is currently being leased may continue to be leased to the same tenant, provided that a copy of the lease was submitted to the Board and is on file with the Board prior to the adoption of this Amendment. In such cases, the Unit may continue to be leased through the term of the current lease on file, and may be renewed or extended for the same tenant for a period up to twelve months beyond the term expiration of the current lease on file, provided, however, that no lease may have a term expiration or extension that will run beyond twenty-three (23) months from the Effective date of this Amendment, so that all current leases must expire by that date. Upon expiration or termination of any current lease on file, the Unit Owner's right to lease the Unit shall be controlled by this Article VII and the Unit Owner shall comply with the provisions of this Article VII and all rules and regulations before being permitted to lease the Unit pursuant to a new lease.

(iv). A Unit shall not be leased or occupied except as allowed or authorized in Sections (a) and (b) of this Article VII. Except for Units which may be leased pursuant to this Section (a), all other Units must be occupied by the Owner of the Unit (and persons residing with the Owner), or the Owner's immediate family directly related to the Owner (and persons residing with each of those immediate family members), for use as their primary personal residence. No other person may occupy and reside in the Unit except with the Owner or as permitted by this Section (a). For purposes of this Section (a), if the Owner is a corporation, the occupant must be a shareholder of the corporation who owns at least twenty-five (25%) percent of the stock of the corporation; if the Unit Owner is a Limited Liability Company (an "LLC"), the

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occupant must be a member of the LLC; if the Unit Owner is a partnership, the occupant must be a partner of the partnership; and if the Unit Ownership is a trust, the occupant must be the trustee or a beneficiary of the trust. Upon request by the Board, the Unit Owner must provide to the Board sufficient information, documentation and evidence that the person who occupies or will occupy the Unit is a person permitted and authorized by this Subsection (a)(iv), and the Board shall have sole discretion to determine whether or not any person is permitted or authorized to occupy a Unit in accordance with this provision. Units are for single family occupancy only.

(v). Notwithstanding the provisions of Subsections (a)(i), (iii) and (iv), with respect to any Unit which the Association or Board has or shall have possession or an ownership interest, the Board shall have the authority to lease the Unit to any person, exempt from and without complying with the lease restrictions or any provision of this Section (a), even where three other Units are already leased, whenever the Board shall determine, in its sole and absolute discretion, that the interest of the Association would be served thereby. Any Unit leased by the Board shall not be counted against the maximum number of Units that may be leased by Owners, so that up to two rental spaces may still be available..

(vi). Notwithstanding the provisions of Subsections (a)(i), (iii) and (iv), the Board shall have the sole authority and discretion to allow an additional one (1) Unit, in addition to the two Units allowed pursuant to Subsection (a)(i), to be leased where a Unit Owner has presented an unique hardship, so that up to three (3) Units may be leased at any particular time including the hardship Unit. Upon written request by a Unit Owner, the Board shall have the sole discretion and authority to waive, modify or eliminate the restrictions, limitations, prohibitions or conditions in Subsections (a) (i), (iii) and (iv) of this Section (a) in any case to avoid an extreme or undue hardship with respect to any Unit Ownership or Unit Owner. Any such permitted lease shall be for a period not to exceed twelve (12) months, and each Unit Owner shall only permitted one hardship exemption. The Board shall have the authority, but not the obligation, at its discretion, to adopt or amend rules and regulations to implement the procedures for determining which units may be leased for hardship reasons, including, but not limited to, identifying a hardship. A requesting Unit Owner must provide all documents and information reasonably requested by the Board for the Board to determine that a hardship exists pursuant to this provision and any rules and regulations that may be adopted. The Board's determination in each case shall be final. No court or other tribunal may consider whether the Board was correct or reasonable in its determination of the presence or absence of undue hardship or whether the Board was reasonable in the exercise of its rights herein. The exercise of the Board's discretion or authority under this Subsection (vi) shall not be deemed to be or constitute a waiver of the restrictions, limitations, prohibitions or conditions of this Section (a), and shall not under any circumstances prejudice the right of the Board to enforce the restrictions, limitations, prohibitions, or conditions of this Section (a).

(vii). The Board shall have the authority at its sole discretion to adopt such rules and regulations it deems necessary to administer, enforce and supplement the

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provisions of Section (a), but the absence of any such rules and regulations shall not prevent the Board from administering or enforcing the provisions of Section (a), including subparagraphs (i) through (vi). Any such rules and regulations shall be deemed reasonable. The Board shall have the right to establish Rules and Regulations limiting the number of persons occupying, residing or staying in a Unit.

(b). Leased Units. The following provisions apply to all Units that are leased as allowed pursuant to Section (a):

(i) Upon this Amendment becoming effective, the Board shall create a priority list to determine the priority in which Unit Owners seeking to lease their Unit shall have the first right to lease their Unit when an opening exists in accordance with the restrictions set forth in Section (a). The priority list shall be by random draw and determined by lot at a meeting of the Board, and the resulting priority list shall be made a part of the minutes of the meeting. Once set, the priority list shall not be modified. The priority list shall be kept with the records of the Association. The following procedures, or procedures substantially similar, shall be followed:

(A) When a rental space becomes available, Unit Owners shall have thirty (30) days to notify the Board and make a claim, through the property manager (or directly to the Board if there is no property manager) by letter or by e-mail, to rent the Owner's Unit. In that event, the procedure set forth here shall be utilized. Any Owner who has not submitted a claim within the thirty day period shall be deemed to have not made a claim.

(B) The Unit Owner at the top of the priority list as it exists at that time shall have the first option and right to enter into a lease for their Unit. If that Owner does not make a claim to lease the Unit, then that Unit Owner shall be placed at bottom of the priority list, and the next Owner highest on the priority list shall have the option and right to enter into a lease. This method shall proceed until a claim or claims have been filed for each rental space available, or until if all Owners or remaining Owners have not made a claim. When, by proceeding with this method, an Owner at the top of the priority list has made a claim for the available rental space, the Board shall award that Owner the option and right to lease the Unit. Any Owner that has been awarded the option and right to lease their Unit shall then be placed at the bottom of the priority list, whether or not they actually proceed to lease the Unit.

(C) If an Owner is awarded the option and right to lease the Unit pursuant to Subsection (B), the Owner shall have ninety (90) days from the date the Board gives notice to the Owner to complete a written lease for the Unit, with a term of the lease starting not later than the 90th day after such notice. If a signed written lease is not submitted to the Board by the expiration of the ninety days, the Owner shall no longer have the right to lease the Unit, and shall

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be placed at the bottom of the priority list. The procedure to determine the option and right to lease shall start over.

(D) An Owner who is awarded the option and right to lease the Unit, and actually leases the Unit, may lease the Unit for a period of up to a total of twenty-four (24) months if the unit is leased to the same tenant, or for a period of up to twenty-five (25) months if the Unit is leased to different tenants (in either case, the starting date shall be no later than the 90th day after notice as set forth in Subsection (C)).

(E) If rental space is available (where one or no Units are being leased) and has been available because claims have not been made by Owners pursuant to Subsections (A) and (B) above, any Owner may request the process to be run at any time, or, if any Owner submits a claim, then the priority process as set forth in this Subsection (b)(i) (A through D) shall be conducted by the Board.

(F) The Board shall have, in its sole discretion, the final determination as to which Unit may be leased pursuant to these procedures and when any Unit may be leased. The Board shall have the authority to adopt further rules and regulations to implement and to clarify these procedures as it deems necessary in its sole discretion, provided such rules and regulations are consistent these procedures.

(ii) All rentals and leases must be in writing. A copy of the lease, as and when executed, shall be provided to the Association Board, or its managing agent, as set forth in Subsection (b)(i).

(iii). The Unit Owner must comply with all rules and regulations adopted by the Board relating to leasing, and comply with all procedures required to lease a Unit. The Unit may not be used for hotel or transient purposes.

(iv) The provisions of the Act, the Declaration, the Bylaws, and the Association's rules and regulations shall apply to every person leasing a Unit and to any and all Occupants of a Unit claiming by and through the person leasing a Unit and by this reference such application shall be deemed incorporated in each and every lease.

(v) In addition to any other remedies, the Association may seek to enjoin a tenant and Unit Owner 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 this Article VII or by the Declaration, Bylaws and rules and regulations, and the Unit Owner hereby waives any claim to homestead under 735 ILCS 5/ 12-903. The Board may proceed directly against a tenant, at law or in equity, under the provisions of Article IX of the Code of Civil


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Procedure and for any other breach by tenant of any covenants, rules, regulations or bylaws. In the event that a Unit or any interest therein is leased or occupied in violation of this Article VIII, or any rules and regulations adopted by the Board, such lease or occupancy shall be void, and the Board shall have the right to enforce the restrictions, limitations, prohibitions or conditions set forth in this Article VII or any other provisions of the Declaration and By-Laws, Rules and Regulations, and the Act, by any proceeding at law or in equity, and may pursue any or all of the remedies set forth in the Declaration, By-Laws and Rules and Regulations. All expenses of the Board or Association incurred in connection with enforcement, including all attorneys' fees, court costs, other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, incurred prior to, during, and after such actions or proceedings, shall be charged to and assessed against the defaulting Owner, and shall be added to and deemed a part of the Owner's respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit and the Owner and upon all of the Owner's personal property in the Unit or located elsewhere on the property.

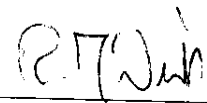
(vi) The failure by the Association or the Board to enforce any provision, restriction or right herein shall not be construed to be a waiver or any provision, restriction or right. No covenants, restrictions, conditions, obligations or provisions contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any lapse of time.

This Second Amendment To Declaration of Condominium For 1671 N. Claremont Condominium shall become effective on the date it is filed with the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, the President and Secretary of the Association have signed and acknowledged this instrument below; and the Unit Owners being at least sixty-six and two-thirds percent (66 2/3%) of the Unit Owners have approved this Amendment.



 Association President



 Association Secretary

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AFFIDAVIT OF OFFICER

The undersigned, on oath, state that I have personal knowledge of the facts in this Affidavit and could testify to the same if necessary; and further state that I am an Officer of the Board of Managers of 1671 North Claremont Condominium Association, that the President and the Secretary of the Association have signed the foregoing Second Amendment to Declaration of Condominium of 1671 North Claremont Condominium Association, and further certify that the foregoing Second Amendment to Declaration of 1671 North Claremont Condominiums was approved by the affirmative vote of Voting Members representing at least sixty-six and two-thirds percent (66 2/3%) of the Unit Owners at a meeting called for the purpose of voting on the amendments set forth in the foregoing Second Amendment, according to the books and records of said Association and as of the date of said meeting on December 10, 2013.

I further certify that, according to the books and records of the Association, as of this date there are no First Mortgagees who have made a specific written request to receive notice as set forth in Article XVII of the Declaration, including notice of any amendments to the Declaration or By-Laws.

I further certify that a copy of this Second Amendment has been mailed by certified mail to all mortgagees having bonafide liens of record against any Unit, which were mailed not less than ten days prior to the date of this Affidavit.

IN WITNESS WHEREOF, I have sent my hand and seal as the an Officer of this Association on this 30th day of December, 2013.

[Signature]

President

Title

SUBSCRIBED AND SWORN to before me
this 30th day of December, 2013.

[Signature]

NOTARY PUBLIC



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EXHIBIT "A"

TO

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR THE 1671 NORTH CLAREMONT CONDOMINIUMS

LEGAL DESCRIPTION

Units 1671-1, 1671-2, 1671-3, 1671-4, 1671-5, 1671-6, 1671-7, 1671-8, 1671-9, and 1671-10 in 1671 North Claremont Condominiums as delineated on the Survey of the following described property: Lot 67 (except the West 4 1/2 feet thereof) and all of Lot 68 in Isham's Resubdivision of Blocks 3, 4 and 5 in Isham's Subdivision of the North 1/2 of the South 1/2 of the Southwest 1/4 lying Southwest of Milwaukee Avenue in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "D" to the Declaration of Condominium Recorded as Document No. 0405632135, as amended from time to time, in the Office of the Recorder of Deeds of Cook County, Illinois, together with their undivided percentage interest in the common elements and together with the exclusive rights to use parking spaces P-1 through P-10 and the roof decks as set forth in the aforesaid Declaration and Survey, as amended.

P.I.N.: all located at 1671 N Claremont, Chicago, Illinois 60647

Unit 1671-1	14-31-327-070-1001
Unit 1671-2	14-31-327-070-1002
Unit 1671-3	14-31-327-070-1003
Unit 1671-4	14-31-327-070-1004
Unit 1671-5	14-31-327-070-1005
Unit 1671-6	14-31-327-070-1006
Unit 1671-7	14-31-327-070-1007
Unit 1671-8	14-31-327-070-1008
Unit 1671-9	14-31-327-070-1009
Unit 1671-10	14-31-327-070-10010

Prepared by: Dickler, Kahn, Slowikowski & Zavell, Ltd.
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