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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/11/2014 10:14 AM Pg: 1 of 6

This instrument prepared by
And after recording
Returned to:

Andrew D. Werth
Central Law Group
2822 Central Street
Evanston, IL 60201

(Above space for Recorder's Use Only)

**FIRST AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR
THE KENTON COMMONS CONDOMINIUM ASSOCIATION**

This First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Kenton Commons Condominium Association (the "Declaration") made and entered into this 29th day of March, 2013, by the Board of Managers of The Kenton Commons Condominium Association (the "Board").

WITNESSETH

Pursuant to the Declaration which was recorded with the Cook County Recorder of Deeds on September 9, 2005 as Document Number 0525234016 (the "Declaration"), the Board administers the condominium property located at 8031-8033 North Kenton, Skokie, IL 60077 and known as The Kenton Commons Condominium, which is legally described on Exhibit "A" attached to this First Amendment.

The Board and the Unit Owners desire to Amend Article 12, of the Declaration in order to limit the leasing of Units; and

Pursuant to Article 13, Section 13.7 of the Declaration, Article 12 of the Declaration may be changed, modified or rescinded as provided by an instrument in writing setting for such change, modification or rescission, signed and acknowledged by the President or a Vice-President of the Board and approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote at a meeting called for that purpose provided however, that (i) all first Mortgagees have been notified by certified mail of any change, modification, or rescission, (ii) an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument; and (iii) any provisions herein which specifically grant rights to First Mortgagees may be amended only with the

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written consent of all such First mortgagees, except in those instances in which the approval of less than all First Mortgagees is required.

The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois.

The First Amendment set forth below has been approved by at least sixty-seven percent (67%) of the total vote at a meeting of the Unit Owners called for that purpose on May 9, 2011 as provided in the Affidavit of the Secretary attached hereto as Exhibit "B";

The Secretary has notified, by certified mail, all holders of first mortgages of record of this First Amendment .

The First Mortgagees of the individual Unit Ownerships representing at least fifty-one percent (51%) of the votes in the Association have given their prior written approval of or consent deemed granted to this First Amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Article 12 of the Declaration, TRANSFER OF A UNIT, is amended by adding the following new Sections 12.2 (c) and 12.2 (d):

(c) Limitations on Number and Term of Leased Units. The maximum number of rental or leased units at any one time shall be two (2) Units. A Unit shall not be leased or rented for a term of less than six (6) months or more than two (2) years.

If a Unit that qualifies for rental hereunder remains vacant for a period of ninety (90) consecutive days from the termination date of a prior lease, sublease or assignment, or remains unrented for ninety (90) consecutive days from the date said Unit was approved for rental, then such Unit shall immediately be removed from Rental List and shall thereafter be subject to the lease restrictions herein set forth.

(d) Occupancy Requirement. Prior to leasing a Unit, a Unit Owner must have owned and occupied his or her Unit for a minimum of one (1) year prior to leasing or renting the Unit.

(e) Exemption. Any Unit Owner who leases his/her Unit to a Tenant pursuant to a duly executed lease as of the date hereof, shall, except as provided herein, be exempt from the restrictions on leasing contained herein and shall be allowed to continue to lease his/her Unit, until the transfer or sale of their ownership interest in such Unit, or the Unit ceases to be rented for a period of ninety (90) consecutive days. Such Exempt Units shall be included in the number of Units that may be leased or rented pursuant to Article 12.2(a) herein. Upon the transfer or sale of such Unit, the new owner of such Unit shall be immediately subject to all of the lease

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restrictions contained in this Article 12.2. In the event that an Exempt Unit ceases to be rented pursuant to a duly executed lease for a period of ninety (90) consecutive days, the Unit shall be removed from the Rental List and shall be subject to the limitations of Article 12.2

(f) Hardship Exemption. To avoid undue hardship, the Board may, in its sole discretion, grant a hardship exception to permit one (1) additional leased or rented Unit, provided that the total number of leased or rented Units, including hardship exemption, shall not exceed three (3) Units at any one time. A Unit Owner who might not otherwise qualify for lease or rental of his/her Unit may request such a hardship exemption in order to lease his/her Unit by submitting a written application to the Board. The application must contain facts showing the hardship to justify the hardship exemption. The Board shall respond to each Hardship Application within thirty (30) days by granting or denying the application. The Board shall consider all relevant facts as they exist at the time of such hardship request, including without limitation the number of leased or rented units at that time. The Board has the sole discretion to approve or deny all hardship applications, and any decision of the Board shall be final and binding on the Unit Owner.



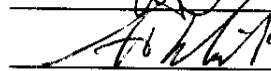
(g). The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of Article 12.2 for the purpose of implementing and effectuating the provisions of this Article 12.2.

(h) Conflict. If there is a conflict between the terms of the Declaration and the terms of this First Amendment to Declaration, the terms of this First Amendment to Declaration shall control.

Except as modified by this First Amendment to The Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Kenton Commons Condominium Association recorded as Document No. 0525234016 is hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, pursuant to the affirmative vote of the approving Unit Owners, the Board has duly executed this First Amendment on the day and year first above written.

**BOARD OF DIRECTORS OF THE
KENTON COMMONS CONDOMINIUM
ASSOCIATION**

| | |
|--|-----------|
|  | President |
|  | Secretary |
|  | Treasurer |

BEING ALL OF THE DIRECTORS

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EXHIBIT "A"

Legal Description of the Property

LOTS 25 AND 26 IN BLOCK 3 IN LONGQUIST AND COMPANY'S OAKTON PARKWAY SUBDIVISION OF THE WEST ½ OF THE SOUTH EAST ¼ OF THE SOUTH WEST ¼ OF SECTION 22, TOWNSHIP 41, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 8031-8033 North Kenton, Skokie, IL 60077.

| <u>UNIT</u> | <u>PIN</u> |
|-------------|--------------------|
| 8031-GFS | 10-22-329-043-1001 |
| 8031-1N | 10-22-329-043-1002 |
| 8031-1S | 10-22-329-043-1003 |
| 8031-2N | 10-22-329-043-1004 |
| 8031-2S | 10-22-329-043-1005 |
| 8033-GFW | 10-22-329-043-1006 |
| 8033-1W | 10-22-329-043-1007 |
| 8033-1E | 10-22-329-043-1008 |
| 8033-2W | 10-22-329-043-1009 |
| 8033-2E | 10-22-329-043-1010 |

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EXHIBIT "B"

STATE OF ILLINOIS)
) SS
 COUNTY OF C O O K)


Affidavit

The undersigned, being first duly sworn, deposes and says:

1. I, Eumi Chang, am the duly elected and acting Secretary of the Kenton Commons Condominium Association.

2. On December 3rd, 2013, I mailed a copy of the First Amendment to the Declaration of Condominium Ownership for Kenton Commons Condominium Association, to which this Certification is attached, to all first mortgagees of record by certified mail.

3. On May 9, 2011, at a meeting of the Unit Owners, duly noticed, a resolution setting forth the First Amendment herein, was duly adopted by the affirmative vote of not less than three-fourths (3/4) of the total Unit Ownership votes.

By: 
 Eumi Chang
 Secretary
 Kenton Commons Condominium Association.

Subscribed and sworn to before me
 this 3 day of December, 2013.


 Notary Public

