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**AMENDMENT TO
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND
BYLAWS
EASEMENTS,
RESTRICTIONS
AND COVENANTS
FOR THE
TERRACES OF
WINCHESTER
CONDOMINIUM
ASSOCIATION**



Doc#: 1407719079 Fee: \$86.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/18/2014 02:24 PM Pg: 1 of 25

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (the "Declaration"), which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 3, 2006 as Document No. 0600319035 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 of Units; and

WHEREAS, Article XX, Section 4 of the Declaration states that the provisions of the Condominium Instruments may be amended, changed, or modified by an instrument in writing setting forth such amendment and signed and acknowledged by all of the members of the Board, at least seventy-five percent (75%) of the Unit Owners, and approval of any Mortgagees required under the provisions of the Condominium Instruments, and containing an affidavit by an officer of the Board certifying that a copy of the amendment has been mailed by certified mail to all Mortgagees having bona fide liens of record against any Unit, not less than ten (10) days before the date of such affidavit; and

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

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

WHEREAS, Article XX, Section 4(K) requires the approval of Eligible First Mortgagees of fifty-one percent (51%) (by percentage of ownership) of Units that are subject to a Mortgage or Trust Deed to

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amend any provisions concerning the leasing of Units; and

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

WHEREAS, said instrument has been approved by at least 75% of the Unit Owners and an officer of the Board has certified such by affidavit (attached as Exhibit B) 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 mortgagees having bona fide liens of record against any unit, not less than 10 days prior before the date of such affidavit; and

WHEREAS, an officer of the Board has certified by affidavit (attached as Exhibit D) that 51% of Eligible 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, THEREFORE, the Declaration is hereby amended as follows (additions in text are indicated by underline and deletions in text are indicated by ~~striketthrough~~):

Article XVI is hereby amended by adding the following new paragraph 17:

17. Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is restricted to five (5) Units out of the total number of Units for one (1) year from the effective date of this Amendment, after which the rental or leasing of Units is restricted to four (4) Units out of the total number of Units for one (1) year, and after which the rental or leasing of Units is restricted to three (3) Units out of the total number of Units. Those Owners leasing Units in the Association as of the effective date of this Amendment may continue to lease their units for a period of one (1) year from the effective date 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, the following provisions shall apply:

(a) The term "leasing of units" includes a transaction wherein the title holder of a 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 Unit is provided prior to transfer of title. A Unit Owner shall be deemed to "reside" in a Unit if he/she has slept in the Unit for the majority of the days of the previous six months.

(b) Any Unit Owner desiring to lease out their Unit must notify the Board and/or managing agent prior to entering into a lease agreement.

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(c) Waiting List. In the event that the applicable number listed above or more of the Units are currently being leased at the time of application, the Owner's name shall be added to a waiting list to be maintained by the Board or the managing agent, and the Unit may not be leased except as set forth below:

(i) The Waiting List opens ninety (90) days prior to the expiration of the current Lessor's leasing term.

(ii) Once the Waiting List opens, interested Unit Owners have thirty (30) days ("Waiting List Period") to place their name on the Waiting List.

(iii) Once the Waiting List Period expires, if no Owner(s) have submitted their name to the Waiting List, the current Lessor may re-lease his Unit for an additional two (2) years, and any unexpired portion of the existing lease.

(iv) If there is an Owner(s) on the Waiting List, the first Owner listed will be notified by the Board/Management that a Right to Rent has opened, and thereafter the Owner shall have fourteen (14) days to notify the Board/Management in writing of their intent to lease. The Owner must then provide a copy of an executed lease within (a) ninety (90) days following the Owner's notification to the Board/Management of his or her intent to lease, or (b) no later than the last day of the month prior to the month in which the lease is to begin, whichever is sooner; otherwise the Owner forfeits his right to lease and the Right to Rent will transfer to the next person on the waiting list. The Board shall promptly review the lease agreement in order to verify that it complies with the standards as set forth herein.

(v) Once a Waiting List Period concludes, the Board will then re-notify all remaining Owners on the Waiting List when a new Waiting List Period opens, and it will be the obligation of those Owners to notify the Board in writing of their desire to stay on the Waiting List no later than thirty (30) days upon notification or their name will be removed from the Waiting List.

(d) Occupancy of a 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 parents, children (natural and adopted), grandparents, grandchildren and siblings of the Unit Owner. In the event that a Unit Owner is a land trust, the holder or holders of the beneficial interest in the land trust shall be deemed to be the Unit Owner for purposes of this article. In the event that a Unit Owner is a living trust, the trustees of the trust shall be deemed to be the Unit Owner for the purposes of this article. Occupancy of any Unit is subject to local ordinances and regulations governing the number of occupants in the Unit.

(e) In no event may less than the entire Unit be leased, nor may a Unit be leased for hotel or transient purposes. Every lease shall be for a period of at least one (1) year and no more than two (2) years, unless the Board consents in writing to the contrary.

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(f) 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:

(i) The Unit Owner must submit a request in writing to the Board of Directors requesting a one (1) year hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(ii) 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 one (1) year. 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.

(g) 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.

(h) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association not later than the date of occupancy and a copy of the written receipt shall be submitted to the Board of Directors along with the copy of the lease.

(i) The provisions of 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. 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.

(j) 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.

(k) 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.

(l) 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.

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(m) 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.

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 6th DAY OF September, 2013.

 _____
Steve Drey

Board of Directors,
Terraces of Winchester Condominium Association

Subscribed and sworn to before me
this 6th day of September, 2013.

 _____
Notary Public



UNOFFICIAL COPY

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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 30 DAY OF September, 2013

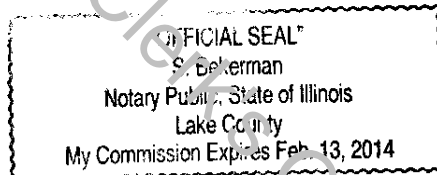
Kristie Provost

KRISTIE PROVOST, TREASURER

Board of Directors,
Terraces of Winchester Condominium Association

Subscribed and sworn to before me
this 30 day of Sept, 2013

S. Beerman
Notary Public



UNOFFICIAL COPY

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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.

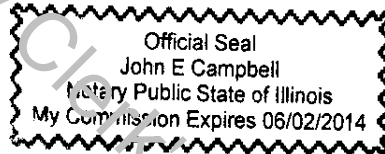
APPROVED THIS 6TH DAY OF MARCH, 2014



Board of Directors,
Terraces of Winchester Condominium Association

Subscribed and sworn to before me
this 6 day of MARCH, 2014.


Notary Public



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EXHIBIT A LEGAL DESCRIPTION

Legal: THE TERRACES OF WINCHESTER CONDOMINIUM as delineated on survey of the following described real estate: Lot 1 in resubdivision of Lots 1, 2 and 3 (except the South 4.58 feet of Lot 3) in Block 4 in Ravenswood in part of Sections 17 and 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 0600319035, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.


Unit	Pin	Commonly known as (for informational purposes only)
4646-1	14-18-206-027-1001	4646 N WINCHESTER AVE 4646-1 CHICAGO, IL. 60640-4309
4646-2	14-18-206-027-1002	4646 N WINCHESTER AVE 4646-2 CHICAGO, IL. 60640-4309
4646-3	14-18-206-027-1003	4646 N WINCHESTER AVE 4646-3 CHICAGO, IL. 60640-4309
4648-1	14-18-206-027-1004	4648 N WINCHESTER AVE 4648-1 CHICAGO, IL. 60640-4309
4681-2	14-18-206-027-1005	4648 N WINCHESTER AVE 4648-2 CHICAGO, IL. 60640-4309
4648-3	14-18-206-027-1006	4648 N WINCHESTER AVE 4648-3 CHICAGO, IL. 60640-4309
4654-G	14-18-206-027-1007	4654 N WINCHESTER AVE 4654-G CHICAGO, IL. 60640-5283
4654-1	14-18-206-027-1008	4654 N WINCHESTER AVE 4654-1 CHICAGO, IL. 60640-5283
4654-2	14-18-206-027-1009	4654 N WINCHESTER AVE 4654-2 CHICAGO, IL. 60640-5283
4654-3	14-18-206-027-1010	4654 N WINCHESTER AVE 4654-3 CHICAGO, IL. 60640-5283
4656-G	14-18-206-027-1011	4656 N WINCHESTER AVE 4656-G CHICAGO, IL. 60640-4314
4656-1	14-18-206-027-1012	4656 N WINCHESTER AVE 4656-1 CHICAGO, IL. 60640-4314
4656-2	14-18-206-027-1013	4656 N WINCHESTER AVE 4656-2 CHICAGO, IL. 60640-4314
4656-3	14-18-206-027-1014	4656 N WINCHESTER AVE 4656-3 CHICAGO, IL. 60640-4314

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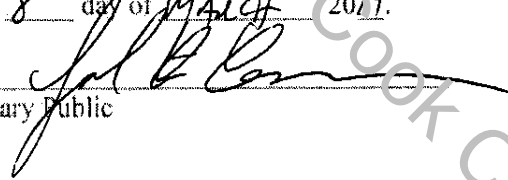
EXHIBIT B

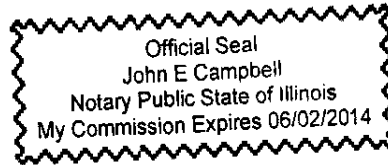
AFFIDAVIT OF OWNER APPROVAL

I, GINA L. GRAAFSMA, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Terraces of Winchester Condominium Association, and that approval of at least 75% of the Unit Owners has been obtained.


Secretary of Terraces of Winchester Condominium Association

Subscribed and sworn to before me
this 8th day of MARCH 2014.


Notary Public



Property of Cook County Clerk's Office

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EXHIBIT C

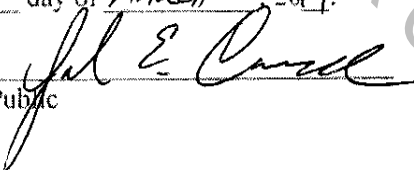
AFFIDAVIT OF MORTGAGEE SERVICE

I, GINAL GRAAFSMA being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Terraces of Winchester Condominium Association, and that a copy of the foregoing Amendment was mailed by certified mail to all mortgagees having bona fide liens of record against any unit not less than 10 days prior to the date of this affidavit.

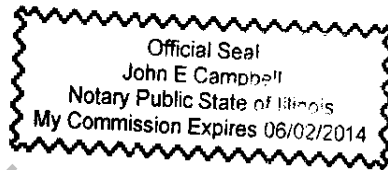


Secretary of Terraces of Winchester
Condominium Association

Subscribed and sworn to before me
this 8th day of MARCH, 2014.



Notary Public



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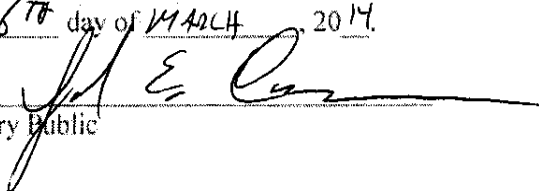
EXHIBIT D

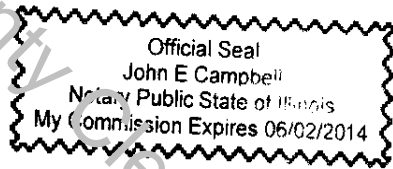
AFFIDAVIT OF ELIGIBLE MORTGAGEE APPROVAL

I, GINA L. GRAAFSMA, do hereby certify that I am the duly elected and qualified Secretary for the Terraces of Winchester 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 Eligible Mortgagees has been obtained, or the mortgagee has waived its right to object to the Amendment and is deemed to have accepted its terms and conditions and agrees to be bound by same, as a result of failure to respond within thirty (30) days.


Secretary of Terraces of Winchester
Condominium Association

Subscribed and sworn to before me
this 6th day of MARCH, 2014.

Notary Public



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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration of Terraces of Winchester 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:

Katharine Kooi Ganning (signature)

Katharine Kooi (print name)

DATE: July 28, 2013

Property Address of Unit: 4646 Winchester #1
Chicago, IL 60640

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

Ocwen
P.O. BOX 79135 Phoenix, AZ 85062-9135

Loan No. 0602878203

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

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

BALLOT

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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:

Michael Neverga (signature)

Michael Neverga (print name)

DATE: 7/29, 2013

Property Address of Unit: 4646 N. Winchester Ave,
Unit 2

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

Thrivent Federal Credit Union
PO Box 0054, Palatine, IL 60055

Loan No. ~~1429538158~~ 1429538158

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

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

BALLOT

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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:

Joel Sacramento (signature)
Joel Sacramento (print name)

DATE:

8/17/13

Property Address of Unit:

4646 N Winchester Ave
3

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

Wald Management
2052 W Irving Park RD Chicago 60618

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.

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

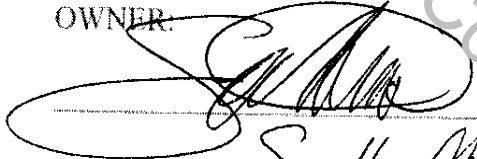
BALLOT

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AMENDMENT REGARDING LEASING:

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

OWNER:

 (signature)
 Scott Ahrens (print name)

DATE: 07/26 2013

Property Address of Unit: 4648 N Winchester
Unit 1

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

JP Morgan Chase
 PO Box 78420 Phoenix, AZ 85062-8420
 Loan No. 1679173946

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

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration of Terraces of Winchester 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:

Gina L. Graafsma (signature)

GINA L. GRAAFSMA (print name)

DATE: AUGUST 17 2013

Property Address of Unit: 4648 N. WINCHESTER AVE, UNIT 2
CHICAGO IL 60640

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

CITIMORTGAGE, INC.
PO BOX 183040 COLUMBUS, OH 43218-3040

Loan No. 2005433708-2

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

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration of Terraces of Winchester 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:

Kristie Provost (signature)

KRISTIE PROVOST (print name)

DATE: August 1, 2013

Property Address of Unit: 4648 N. Winchester
Unit 3

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

Wells Fargo
P.O. Box 14411 Des Moines, IA 50306
Loan No. 0337039366

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

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration of Terraces of Winchester 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:

Michael Loesch (signature)

MICHAEL LOESCHEN (print name)

DATE:

JULY 24, 2013

Property Address of Unit: 4654 N. WINCHESTER

CHICAGO IL

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

NO-LOAN

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.

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

BALLOT

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AMENDMENT REGARDING LEASING:

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

OWNER:

John M. Boundary Kathleen Pallen (signature)

JOHN M BOUNDARY Kathleen Pallen (print name)

DATE: 8/16, 2013

Property Address of Unit: 4654 N. Winchester Ave. #2
Chicago IL 60640

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

Wells Fargo
PO Box 6423 Carol Stream, IL 60197

Loan No. 0296617608

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

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

BALLOT

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AMENDMENT REGARDING LEASING:

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

OWNER:

Neil V. Shah (signature)

NEIL V. SHAH (print name)

DATE:

AUGUST 19TH 2013

Property Address of Unit:

4654 N. WINCHESTER AVE #3
CHICAGO, IL. 60640

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

CHASE

1825 W. LAURENCE AVE. CHICAGO, IL. 60640

Loan No.

1578154569

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

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

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AMENDMENT REGARDING LEASING:

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

OWNER:



(signature)

Steve Touchman (print name)

DATE:

8-6-2013

Property Address of Unit:

1656 #A 1

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

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.

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

BALLOT

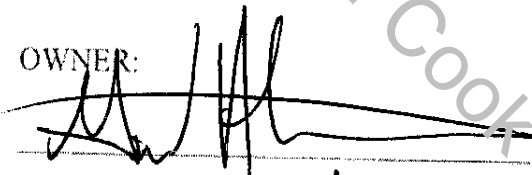
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AMENDMENT REGARDING LEASING:

I Agree the Amendment concerning leasing restrictions should be passed.

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

OWNER:



(signature)

GERARD ABRAMS

(print name)

DATE:

7/29

2013

Property Address of Unit:

4656 N. Winchester #2

Chicago, IL 60640

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

Green Tree

PO Box 61727 Rapid city SD 57709

Loan No.

686509464

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

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

BALLOT

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AMENDMENT REGARDING LEASING:

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

OWNER:

Nicole Meller Beck (signature)

Nicole Meller Beck (print name)

DATE: August 19 2013

Property Address of Unit: 4656 N. Winchester #3

Chicago IL 60640

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

Citi mortgage, Inc
P.O. Box 6243 Sioux Falls SD 57117-6243

Loan No. 20033710358-2

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

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

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

OWNER:

[Signature] (signature)

Steve Drey / Jodi Briggs (print name)

DATE: 7-30, 2013

Property Address of Unit: 4656 N. Winchester Ave. Unit G
Chicago, IL 60640

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

JPMorgan Chase Bank, N.A.
3050 Highland Parkway Downer's Grove, IL 60515

Loan No. 1353127948

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

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TERRACES OF WINCHESTER CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration of Terraces of Winchester 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:

Mitchell Szczepanczyk (signature)

Mitchell Szczepanczyk (print name)

DATE: July 31, 2013

Property Address of Unit: 4654 N. Winchester Ave, #G
Chicago, IL 60640

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

Please see attached.

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.