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**AMENDMENT TO
DECLARATION OF
CONDOMINIUM
PURSUANT TO THE
ILLINOIS CONDOMINIUM
PROPERTY ACT
FOR THE RESIDENCES
AT RIVER EAST CENTER**



Doc#: 1410416073 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/14/2014 03:27 PM Pg: 1 of 6

This Amendment to Declaration of Condominium Pursuant to the Illinois Condominium Property Act for The Residences at River East Center (the "Amendment") is made and entered into as of this 14th day of April, 2014.

WITNESSETH

WHEREAS, the real estate described on Exhibit A hereto, located in the County of Cook and State of Illinois was submitted to the Condominium Property Act of the State of Illinois, (the "Act") pursuant to the Declaration of Condominium Pursuant to the Illinois Condominium Property Act for The Residences at River East Center, a Condominium recorded on November 15, 2001 with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0011072757 (as amended, the "Declaration").

WHEREAS, Section 21(a) of the Declaration provides that the leasing provisions of Section 10 of the Declaration may be amended, changed or modified upon approval of Unit Owners collectively owning a percentage interest of at least 67% in the Common Elements, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by the President or Vice-President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (i) the Unit Owners owning a collective percentage interest of at least 67% in the Common Elements 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 bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit.

WHEREAS, Section 21(b) of the Declaration provides that the affirmative or implied approval of Eligible First Mortgagees (as defined therein) of at least 51% of the Units subject to mortgages or trust deeds is also required to materially amend provisions of the Declaration relating to the leasing of Units.

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

DAVID SUGAR
ARNSTEIN & LEHR LLP
120 S. RIVERSIDE - SUITE 1200
CHICAGO, IL 60606

COMMON ADDRESS
512 N. McClurg Court
Chicago, IL 60611

PINs: 17-10-223-033-1001
17-10-223-033-1620

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WHEREAS, the amendment to the Declaration set forth hereinbelow was approved by Unit Owners collectively owning a percentage interest of more than 67% in the Common Elements at a special meeting of the Unit Owners called for that purpose and held on June 20, 2013.

WHEREAS, a copy of the amendment to the Declaration set forth hereinbelow was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit on August 16, 2013, and an affidavit of the Association's Secretary to that effect, made and given more than ten days after the date of such mailing, is attached hereto.

WHEREAS, Eligible First Mortgagees (as defined in Section 21(b) of the Declaration) of more than 51% of the Units subject to mortgages or trust deeds failed to submit a response to the proposed amendment within thirty (30) days after receipt thereof by certified mail return receipt requested, such that their approval is implied pursuant to Section 21(b) of the Declaration.

NOW, THEREFORE, the Board, with the approval of Unit Owners collectively owning a percentage interest of more than 67% in the Common Elements and the approval of the Eligible First Mortgagees of more than 51% of the Units subject to mortgages or trust deeds, does hereby modify the Declaration as follows:

1. **TERMS.** Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.
2. **MODIFICATION.** The Declaration is hereby amended to insert the following new Section 10A between Section 10 and Section 11:

10A. Leasing of Units Restricted. *Effective September 1, 2013, except as permitted by subsections "i" through "iv" of this Section 10A, no Unit Owner may (a) enter into or renew any "Occupancy Arrangement" (as hereinafter defined) with respect to any Unit, or (b) allow any person who is not a Unit Owner to occupy a Unit pursuant to an Occupancy Arrangement; provided, however, that the Unit Owner of a Unit on September 1, 2013 may continue to enter into or renew Occupancy Arrangements with respect to that Unit and may continue to allow persons who are not Unit Owners to occupy that Unit pursuant to Occupancy Arrangements, for as long as that Unit Owner remains the owner of that Unit. As used herein, "Occupancy Arrangement" means a lease or other agreement or arrangement, whether written or oral, whereby a Unit Owner authorizes a non-Unit Owner third party to have exclusive use and occupancy of a Unit, regardless of the form of consideration, if any, paid, exchanged or otherwise provided between the Unit Owner and the non-Unit Owner third-party.*

(i) Less Than 20% of Units Rented. *Any Unit Owner may enter into an Occupancy Arrangement with respect to a Unit upon receipt of the Board's written confirmation that the total number of Units then subject to Occupancy Arrangements is less than Twenty Percent (20%) of all of the Units in the Association.*

(ii) Hardship. *Any Unit Owner may, upon receipt of the Board's prior written approval, enter into an Occupancy Arrangement with respect to a Unit for a period not to exceed one year if the existence of a Hardship Situation (as hereinafter defined) is demonstrated to the reasonable satisfaction of the Board. In the case of a continuing*

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Hardship Situation, the Board may authorize a Unit Owner to enter into a second Occupancy Arrangement with respect to a Unit for a period not to exceed one additional year. As used herein, a "Hardship Situation" means a situation in which the inability to lease a Unit would subject a Unit Owner to financial hardship.

(iii) Family Occupancy Arrangement. Any Unit Owner may enter into an Occupancy Arrangement with respect to a Unit with his/her parents, spouse, former spouse, civil partner, children (natural or adopted), grandparents, grandchildren, or siblings.

(iv) Unit Owned or In Possession of the Association. The Association may enter into Occupancy Arrangements with respect to any Unit of which the Association is the Unit Owner or party in possession.

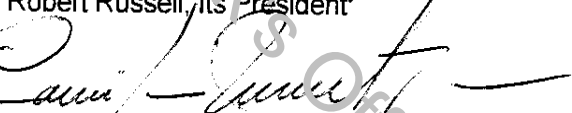
For purposes of this Section 10A only, the pre-September 1, 2013 Unit Owner of a Unit will be deemed to continue to be the Unit Owner of that Unit notwithstanding any of the following transfers: (a) transfer of ownership of a Unit to a living trust or similar estate planning trust by a pre-September 1, 2013 Unit Owner, for as long as the pre-September 1, 2013 Unit Owner is alive and acting as a trustee under that trust; or (b) transfer of a Unit to a land trust, for as long as the pre-September 1, 2013 Unit Owner is alive and the sole or majority beneficial owner of that land trust.

3. CONTINUATION. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed and delivered this Amendment this 14th day of April, 2014.

**RESIDENCES AT RIVER EAST CENTER
CONDOMINIUM ASSOCIATION**

By: 
Robert Russell, Its President

Attest: 
Camila Montoya, Its Secretary

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, KRISTINE OLVANEY, a Notary Public in and for said County in the State aforesaid, do hereby certify that Robert Russell and Camila Montoya, personally known to me to be the President and Secretary, respectively, of the Residences at River East Center Condominium Association, appeared before me this day in person and acknowledged that as such President and Secretary they signed and delivered the above Amendment to Declaration as their free and voluntary act and as the free and voluntary act of the Residences at River East Center Condominium Association, for the uses and purposes therein set forth and pursuant to their authority as President and Secretary, respectively, of said association.

Given under my hand and seal this 14th day of April, 2014.

Kristine Olvaney
Notary Public

My Commission expires:

August 01, 2016



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EXHIBIT A

LEGAL DESCRIPTION

THE RESIDENCES AT RIVER EAST CENTER, A CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE RESIDENCES AT RIVER EAST CENTER, A CONDOMINIUM, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM DATED NOVEMBER 12, 2001, WHICH WAS RECORDED WITH THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS ON NOVEMBER 15, 2001 AS DOCUMENT NO. 0011072757.

COMMON ADDRESS: 512 N. MCCLURG COURT, CHICAGO, IL 60611

PINS: 17-10-223-033-1001 THROUGH 17-10-223-033-1620

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

SECRETARY'S AFFIDAVIT

I, Camila Montoya being first duly sworn on oath, depose and state that I am the duly elected Secretary of The Residences at River East Center Condominium Association, an Illinois not for profit corporation, and I hereby certify: (i) the amendment to the Declaration set forth hereinabove was approved by Unit Owners collectively owning a percentage interest of more than 67% in the Common Elements at a special meeting of the Unit Owners called for that purpose and held on June 20, 2013; (ii) a copy of the amendment to the Declaration set forth hereinabove was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit on August 16, 2013, being more than ten days prior to the date of this affidavit; and (iii) Eligible First Mortgagees (as defined in Section 21(b) of the Declaration) of more than 51% of the Units subject to mortgages or trust deeds failed to submit a response to the amendment to the Declaration set forth hereinabove within thirty (30) days after receipt thereof by certified mail return receipt requested.

Date: April 14, 2014

Camila Montoya

Camila Montoya

SUBSCRIBED and SWORN to before me
this 14th day of April, 2014.

Kristine Olvaney

Notary Public

