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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/18/2014 01:45 PM Pg: 1 of 14

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19 South LaSalle Street
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Chicago, Illinois 60603
Attn: Kristofer D. Kasten

THIRD AMENDMENT TO
THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
1625 SHERIDAN HOUSE CONDOMINIUM

This document is recorded for the purpose of amending the Amended and Restated Declaration of Condominium Ownership (hereafter the "Amended and Restated Declaration") for 1625 Sheridan House Condominium Association (hereafter the "Association"), which Amended and Restated Declaration was recorded on December 19, 2000 as Document No. 00995557 in the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder of Deeds"), 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 Article 13, Section 13.6 of the aforesaid Amended and Restated 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 signed and acknowledged by the President or a Vice-President of the Board of Managers of the Association (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, and provided further that it contains an affidavit by the Secretary of the Board certifying that a copy of the change has been sent by certified mail to all holders of first mortgages of record.

Further, this amendment is adopted pursuant to the provisions of Article 11, Section 11.1(D) of the aforesaid Amended and Restated Declaration, which provides that prior written approval of First Mortgagees of all of the Units which are part of the Property shall be obtained for the Association to be entitled to materially amend the

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aforesaid Amended and Restated Declaration.

RECITALS

WHEREAS, by the Declaration of Condominium Ownership for 1625 Sheridan House (the "Original Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 21, 1979 as Document No. 25291029, the Property has been submitted to the provisions of the Act; and

WHEREAS, the Original Declaration was amended by the Amended and Restated Declaration, which was subsequently amended by an Amendment to Amended and Restated Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 25, 2002 as Document No. 0020332730, and an Amendment to Amended and Restated Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 14, 2004 as Document No. 0410532068; and

WHEREAS, the Board and the Owners desire to amend the Amended and Restated Declaration in order to make various changes for clarification and conformance to current practice; and

WHEREAS, this amendment has been signed and acknowledged by the President or a Vice-President of the Board, 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, and contains an affidavit by the Secretary of the Board certifying that a copy of the change has been sent by certified mail to all holders of first mortgages of record, all in compliance with Article 13, Section 13.6 of the Amended and Restated Declaration and Section 17 of the Act; further, this amendment has been approved by First Mortgagees of all of the Units part of the Property in compliance with Article 11, Section 11.1(D) of the Amended and Restated Declaration.

NOW THEREFORE, Article 4, Section 4.3(B) of the Amended and Restated Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"4.3 Easements.

...

- B. **Easements for the Utilities and Commercial Entertainment.** ~~Ameritech, Commonwealth Edison Company, the Peoples Gas, Light and Coke Company, AT&T, ComEd, People's Gas, Comcast and T-Mobile~~ and all other suppliers of utilities serving the Property and any person providing Internet, cable television or other commercial entertainment to any Unit Owners or to the Property, and any wireless service provider leasing a portion of the Property, are hereby granted the right to install, lay,

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construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under along and on any portion of the Common Elements for the purpose of providing the Property with utility, Internet and commercial entertainment services, or providing wireless service, together with the reasonable right of ingress to and egress from the Property for said purpose; and the Board or the Association may hereafter grant other or additional easements for utility purposes and for other purposes, including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of his Unit or any Limited Common Element serving his Unit, other than reasonably and temporarily). Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, commercial entertainment lines, components of the communications systems, Internet lines, if any, or structural components, which may run through the walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries. Furthermore, easements are hereby granted to the suppliers of water to the Units to maintain and repair the meter, if any, located in a Unit, together with the reasonable right of ingress to and egress from the Unit for said purpose.

The Board may hereafter grant other or additional easements for utility or commercial entertainment or communications or Internet purposes for the benefit of the Property over, under along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board and irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

The Association hereby reserves to itself the right, without notice to, or the consent of, any Unit Owner or mortgagee of a Unit: (i) to record a supplement to the Plat showing the location of any or all of such utility or commercial entertainment or Internet or communications conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment "as build" and (ii) to record, from time to time, additional supplements, showing additions, modifications and deletions to any or all of such conduits, cables, pipes, electrical wiring, transformers and

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switching apparatus or other equipment. Once the location of the easement to any such utility or other entity is shown by any supplement or additional supplement to the Plat as aforesaid, the easement granted by this Section 4.3(B) to such utility or other entity shall be limited to the area or areas located within ten feet on either side of the equipment of such utility or other entity shown on such supplement or additional supplement. A power coupled with an interest is hereby granted to the Association, acting by and its duly authorized officers, as attorney-in-fact, to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Unit shall be deemed a grant of such power to the Association, an acknowledgment of a consent to such power, and a reservation for the Association of the power to record any and all such supplements.”

NOW THEREFORE, Article 4, Section 4.5 of the Amended and Restated Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“4.5 Maintenance, Repairs and Replacements.

A. By the Association. The Association shall be responsible for the maintenance, repair, and replacement of those portions, if any, which contribute to the support of the Building, excluding, however, all interior doors windows, ~~all exterior doors~~ and the interior surfaces of walls, ceilings, and floors. In addition the Association shall maintain, repair and replace all pipes, wires, conduits, ducts, flues, shafts and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.2 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility on an individual Unit Owner under paragraph (B) below or any other provision of this Declaration. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the Bylaws or rules and regulations of the Association.

B. By the Unit Owner. Except as otherwise provided in paragraph (A) above or paragraph (C) below, each Unit Owner shall furnish and be responsible for, at his own expense:

1. All of the maintenance, repairs and replacements within his own Unit, all glass windowpanes and screens, ~~all doors and outside windows and frames appurtenant thereto, including window washing~~, and all internal installations of such Unit such as heating units, air conditioning units, refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units, shall be

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furnished by the Board as part of the Common Expenses.

2. All of the decorating within his own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be responsible for the interior washing and cleaning of all windows appurtenant to his Unit, and the interior and exterior washing and cleaning of all balcony door/sliding glass door systems appurtenant to his Unit. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and ceiling of his Unit, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time.

3. ~~All of the maintenance, repair, and replacements of the Limited Common Elements benefiting his Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit owner is entitled exclusive use.~~ At the discretion of the Board, the Board may either (i) perform, or cause to be performed, such maintenance, repairs, and replacements of the Limited Common Elements (including but not limited to, all windows and exterior doors, and frames, hardware and operating mechanisms appurtenant thereto) and the cost thereof shall be assessed in whole or in part to Unit Owners benefited thereby, or (ii) direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom."

NOW THEREFORE, Article 4, Section 4.6 of the Amended and Restated Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"4.6 **Negligence of Unit Owner.** If, due to the willful misconduct or negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be Common Expenses, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board. All expenses incurred by the Board as a result of any willful misconduct, negligent act or omission under this Section 4.6, including without limitation court costs, reasonable attorneys' fees (whether any enforcement action or legal proceeding is commenced), and all other fees and

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expenses shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property."

NOW THEREFORE, Article 5, Section 5.7(G)(3) of the Amended and Restated Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"5.7 **General Powers of the Board**. The Board shall have the following general powers:

...

G. Subject to the provisions of Section 4.6 and Article 6, hereof, the Board for the benefit of all the Unit Owners shall acquire and shall pay from the maintenance fund hereinafter provided for, the following:

...

3. Painting, cleaning, touchpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the interior surfaces of the Units and repair of windows and frames and screens and broken or fogged glass windowpanes, which the Unit Owners shall paint, clean, decorate, wash, maintain, and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper."

NOW THEREFORE, Article 5, Section 5.8(A)(1)(c) of the Amended and Restated Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"5.8 **Insurance**.

A. The Board shall have the authority to and shall obtain insurance for the Property as follows:

1. Physical damage insurance on the Property (but excluding additions, alterations, improvements and betterments to the Units), subject to the following conditions:

...

c. Replacement cost values are to be reviewed periodically (but in no event more than every five (5) years) annually by an independent appraiser, and the insurance policy or policies shall be endorsed with an

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agreed amount clause. The cost of any and all appraisals for insurance purposes shall be Common Expenses;”

NOW THEREFORE, Article 6, Section 6.1 of the Amended and Restated Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“6.1 **Preparation of Estimated Budget.** On or before November 15 of each year, the Board shall estimate the total amount necessary to pay the cost of...”

NOW THEREFORE, Article 6, Section 6.4(F) of the Amended and Restated Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“6.4 Records of the Association. The Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents and attorneys:

...

F. An audited financial statement for the Association, which the Association shall obtain periodically at the discretion of the Board, but not less often than every five (5) years annually, shall be maintained. A reasonable fee may be charged by the Association or its Board for the actual cost of copying.”

NOW THEREFORE, Article 7, Section 7.1(F) of the Amended and Restated Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“7.1 The Property shall be occupied and used as follows:

...

E. No dogs or other animals of any kind whatsoever shall be raised, bred or kept in any Unit or the Common Elements, except as follows: for cats, rabbits, gerbils, hamsters, and guinea pigs, (but not more than a total of two permitted animals one cat per Unit); small birds (e.g. parakeet, finch, etc.), but not more than a total of two per Unit; large birds (e.g. parrots, cockatiels, etc.), but not more than a total of one per Unit; and fish [kept in a fish tank not to exceed _____ gallons][provided that such fish shall not be kept in a fish tank in excess of the permitted size as determined by the Board, in its discretion, from time to time]. All permitted animals as provided herein shall be of a Unit Owner, provided said animals are of a breed or variety commonly kept as household pets, are not kept or bred for commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such other rules and regulations relating to household pets permitted animals or otherwise as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board, constitute a nuisance

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or unreasonable annoyance or disturbance to others. Each Unit Owner and each Occupant shall be responsible for picking up after and any damage caused by any permitted animal bred or kept in such Unit Owner's or Occupant's respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements."

NOW THEREFORE, that certain prior Amendment to the Declaration recorded with the Cook County Recorder of Deeds on April 14, 2004 as Document No. 0410532068 is hereby rescinded in its entirety and the changes made thereby are deleted in their entirety.

NOW THEREFORE, Article 12, Section 12.2 of the Amended and Restated Declaration is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"12.2 **Leases.** Except as permitted by subsections (i), (ii) and (iii) of this Section 12.2, a person or entity that becomes the owner of a Unit after November 10, 2003 (a "Subsequent Unit Owner") may not enter into any "Occupancy Arrangement" (as hereinafter defined) with respect to any Unit, or allow any non-Unit Owner to occupy a Unit pursuant to an Occupancy Arrangement. As used herein, "Occupancy Arrangement" means a lease or other agreement or arrangement, whether written or oral, whereby a Subsequent Unit Owner authorizes a 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 Subsequent Unit Owner and such non-Unit Owner third-party:

(i). Exception – Occupancy Arrangements with Family Members or Affiliates. A Subsequent Unit Owner may enter into a lease or other Occupancy Arrangement with such Subsequent Unit Owner's spouse, former spouse, sibling, parent, child, grandparent, or grandchild, or with a corporation or other entity in which the Subsequent Unit Owner owns a controlling interest.

(ii). Exception – Unit Owned or In Possession of the Association. The Association may enter into a lease or other Occupancy Arrangement with respect to any Unit of which the Association is the Unit Owner or party in possession.

(iii). Exception – Hardship. A Subsequent Unit Owner may enter in to one (1) lease or other Occupancy Arrangement with respect to such Unit for a period not to exceed on (1) year if the existence of a Hardship Situation (as hereinafter defined) is demonstrated to the reasonable satisfaction of the Board; once a Subsequent Owner enters into an Occupancy Arrangement pursuant to this subsection (iii) with respect to a Unit, that Subsequent Unit Owner may not enter into any further Occupancy Arrangements pursuant to this subsection with respect to such Unit, notwithstanding continuing hardship. As used herein, a "Hardship Situation" means a situation in which the inability to lease a Unit would subject a Subsequent Unit Owner to financial hardship.

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No Unit shall be leased by a Unit Owner for hotel or transient purposes. No Residential Unit Owner may lease less than all of his or her Unit.”

NOW THEREFORE, except to the extent expressly set forth hereinabove, the remaining provisions of the Amended and Restated Declaration shall continue in effect without change.

END OF TEXT OF AMENDMENT

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I MARK Esmen, am the President of the Board of Managers of 1625 Sheridan House Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Amended and Restated Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Article 13, Section 13.6 of the Amended and Restated Declaration and Section 17 of the Illinois Condominium Property Act.

EXECUTED this 19TH day of MARCH, 2014.

BY: Mark A. Esmen
President

I, Alice Magos, a Notary Public, hereby certify that on MARCH 19, 2014 the above MARK ESMON, President of the Board of Managers of 1625 Sheridan House Condominium Association, personally known to me, appeared before me and acknowledged that, as such President, he/she signed this instrument as his/her free and voluntary act as the President for the uses and purposes therein set forth.

By: Alice Magos
Notary Public



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CERTIFICATION AS TO UNIT OWNER APPROVAL

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, MARY Kiener, state that I am the Secretary of the Board of Managers of 1625 Sheridan House Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, 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 Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose.

BY: Mary Kiener
 Secretary

DATE: MARCH 4, _____, 2014

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AFFIDAVIT OF NOTICE TO AND APPROVAL OF MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARY KIENER, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of 1625 Sheridan House Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and that pursuant to Article 13, Section 13.6 of the Amended and Restated Declaration for said condominium, written notice of the foregoing amendment has been sent by certified mail to all first mortgagees of record against any unit in the aforesaid condominium, and that pursuant to Article 11, Section 11.1(D) of the Amended and Restated Declaration for said condominium, the foregoing amendment was approved by first mortgagees of all units in the condominium.

By: Mary Kein
Secretary

SUBSCRIBED AND SWORN to
before me this 24th day
of March 2014

Alice H. Magos
Notary Public



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EXHIBIT A LEGAL DESCRIPTION

Units 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213; 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313; 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413; 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513; C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12, C-13, in 1625 Sheridan House Condominium as delineated on a survey of the following described real estate: Lot "A" in D.J.L. Walther's Consolidation in the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 27, Township 42 North, Range 13 East of Third Principal Meridian, in Cook County, Illinois (recorded April 23, 1971 as Document 21458249) being also described as Lot 2 in Block 1 in the Subdivision of Blocks 1 and 2 of Gage's addition to the Village of Wilmette and of the West 40 feet West of and adjoining the West line of Block 2 thereof in a Subdivision in Section 27 and 28, Township 42 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded August 28, 1895 as Document 2269816, in Cook County, Illinois and Lot 4 (Except the Northwest 15 feet) in Antoinette Gage's Subdivision of Lot 1 in Block 1 in the Subdivision of Blocks 1 and 2 in Gage's Addition to the Village of Wilmette in the Northwest $\frac{1}{4}$ of Section 27, Township 42 North, Range 13 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 25291029, and amended by amendment recorded February 14, 1980 as Document 25362546 together with their undivided percentage interest in the common elements.

Commonly Known As: 1625 Sheridan Road
Wilmette, Illinois 60091

Permanent Index Number: 05-27-201-039-1001
through and including: 05/27-201-039-1070