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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/28/2014 01:25 PM Pg: 1 of 19

**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS,
RESTRICTIONS,
COVENANTS AND BY-
LAWS FOR THE
FARRAGUT OF
BOWMANVILLE
CONDOMINIUM
ASSOCIATION**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter the "Declaration") for The Farragut of Bowmanville Condominium Association (hereafter the "Association") which Declaration was recorded on September 17, 1998 as Document Number 9883371 in the Office of the Recorder of Deeds of Cook County, Illinois, as amended from time to time, and covers the property (hereafter the "Property") legally described in Exhibit A, which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to Article XI, Section 11.01 of the Declaration. Said Section provides that the provisions of the Declaration may be changed, modified or rescinded by an instrument signed by Unit Owners having no less than two-thirds (2/3) of the total ownership. Pursuant to Article XI, Section 11.01 of the Declaration, a copy of the Amendment has been mailed, by Certified Mail, to all First Mortgagees of the individual units, as evidenced by the certification attached hereto as Exhibit C.

RECITALS

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

Kerry T. Bartell, Attorney at Law
Kovitz Shifrin Nesbit
750 W. Lake Cook Rd., #350
Buffalo Grove, IL 60089

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

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WHEREAS, the Board of Directors and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

WHEREAS, the following amendment has been approved by the Unit Owners having no less than two-thirds (2/3) of the total ownership, which approvals are attached hereto and made a part hereof; and

WHEREAS, an officer of the Association has attested to said Owner approval by execution of Exhibit B attached hereto and made a part hereof;

WHEREAS, on or about April 19, 2014, every holder of a recorded mortgage or trust deed encumbering any one or more Units in the Property was given notice, by certified mail, of the amendment to the Declaration set forth hereinbelow as evidenced by Exhibit "C", attached hereto.

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

Article VII of the Declaration is amended by adding the following as Section 7.13:

11. Leasing of Units. Effective as of the recording date of this Amendment, and notwithstanding anything to the contrary contained in this Declaration, the rental or leasing of Units is limited to a total of five (5) of the Units.

(a) Those Owners leasing Units in the Association as of the effective date of this Amendment may continue to lease their units until such time as the current tenant vacates the Unit, then they are subject to the terms below in this Section (a). 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:

(i) Owners may not rent their Unit and the unit must be owner occupied except as provided below. Only those grandfathered owners or those owners who have resided on the property for one (1) year are authorized to rent their units.

(ii) Any Unit Owner who meets the requirements of Section (i) above and who desires to lease out their Unit must notify the Board, no less than ninety (90) days prior to entering into a lease agreement and their name will be added to a waiting list to be maintained by the Board or the managing agent.

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(iii) Whenever five (5) or more of the Units at the Association are being leased, no other Units may be leased except as set forth below.

(iv) At such time as five (5) of the Units in the Association are being leased, the first name on the waiting list shall have the first opportunity to lease their Unit, pursuant to the provisions below:

(A) Each unit will be assigned points as follows: 2 points for each year that the owner has owned the unit and resided in the unit; 1 point for each year that the owner has owned the unit but not resided in the unit such that it has been leased. A "year" is defined as any consecutive 12 month period. The units will then be listed on the wait list at any given time from the highest number of points to the least number of points.

(B) A Unit Owner who has been granted the right to lease their unit under the waitlist will be given thirty (30) days to indicate whether they intend to lease out their Unit. That Unit Owner will then have an additional sixty (60) days to present a signed lease to the Board, otherwise the right to lease shall pass to the next Unit Owner on the waiting list. The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein.

(C) Any Grandfathered Owner who has been granted the right to lease their Unit as part of the five (5) unit cap may continue to lease their Unit after the expiration of the one (1) year lease only if there are less than five (5) Units leased such that there is no wait list at the time, and they submit a request in writing at least 30 days prior to the expiration of the current lease. If there are currently five (5) units leased, and other owners on the wait list, then the owner cannot renew the lease or execute a new lease with a different tenant, but rather, they must place their name on the wait list.

(b) This Section 11 shall not apply to the rental or leasing of units to the immediate family members of the Owner, regardless of whether there is a written lease or other memorandum. "Immediate family members" shall be defined as siblings, parents, children, grandparents and grandchildren of an Owner. In addition, owners shall be permitted to have caretakers to aid with a disability.

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(c) Under no circumstances may a lease be for a period of other than one (1) year. Subletting is prohibited.

(d) For all Owners, including Grandfathered Owners, a copy of the current lease must be provided to the Board within ten (10) days of execution or prior to the date of occupancy, whichever occurs first. Failure to provide a current lease to the Board shall be grounds for the Board to pursue its rights pursuant to Section (e) and (f) herein.

(e) The Board of the Association shall have the right to lease any Association owned Units or any Unit which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

(f) Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

(g) In addition to the authority to levy fines against the Unit Owner 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 Unit Owner and/or tenant, under 735 ILCS 5/9 et, seq., an action for injunctive and other equitable relief, or an action at law for damages.

(h) Any action brought on behalf of the Association and/or the Board to enforce this Amendment or the Rules and Regulations shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(i) All unpaid charges 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.

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.

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EXHIBIT A

LEGAL DESCRIPTION AND PIN NOS.

The Farragut of Bowmanville Condominium Association

Lot 28 in Robey Foster Subdivision of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 7, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 2013-2019 W. Farragut Avenue, Chicago, Illinois 60625

PIN No.: 17-07-120-029-0000

| UNIT NO. | PIN NO. |
|----------|--------------------|
| 2013-1 | 14-07-120-029-1001 |
| 2013-2 | 14-07-120-029-1002 |
| 2013-3 | 14-07-120-029-1003 |
| 2015-1 | 14-07-120-029-1004 |
| 2015-2 | 14-07-120-029-1005 |
| 2015-3 | 14-07-120-029-1006 |
| 2017-1 | 14-07-120-029-1007 |
| 2017-2 | 14-07-120-029-1008 |
| 2017-3 | 14-07-120-029-1009 |
| 2019-1 | 14-07-120-029-1010 |
| 2019-2 | 14-07-120-029-1011 |
| 2019-3 | 14-07-120-029-1012 |

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EXHIBIT B

CERTIFICATION AS TO OWNER APPROVAL

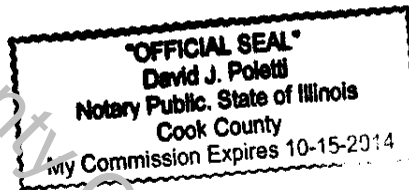
I, Daniel Gargano, do hereby certify that I am the duly elected and qualified Secretary for The Farragut of Bowmanville Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for The Farragut of Bowmanville Condominium Association, was duly approved by the Unit Owners having, in the aggregate, at least two-thirds (2/3) of the total ownership, in accordance with the provisions of Article XI, Section 11.01 of the Declaration.

[Signature]
Secretary

State of Illinois
County of Cook

Subscribed and Sworn to before me this
29 day of April, 2014.



[Signature]
Notary Public

My Commission Expires: 10-15-14

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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

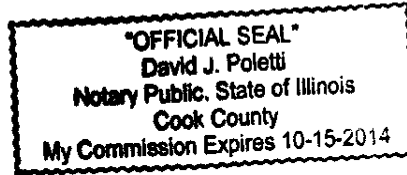
I, Daniel Gargano, do hereby certify that I am the duly elected and qualified Secretary for The Farragut of Bowmanville Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for The Farragut of Bowmanville Condominium Association was mailed to all mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

[Signature]
Secretary

State of Illinois
County of Cook

Subscribed and Sworn to before me this
29 day of April, 2014.



[Signature]
Notary Public

My Commission Expires: 10-15-14

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THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for The Farragut of Bowmanville Condominium Association, specifically regarding leasing:

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input type="checkbox"/> | I do not approve of the amendment regarding leasing. |

Nicolette Cipicchio
Signature line

Nicolette Cipicchio
Printed Name

Property Address: 2013 W. Farragut, Unit # 3
Chicago, Illinois

Percentage of Ownership: 9.0 %

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THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

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| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input type="checkbox"/> | I do not approve of the amendment regarding leasing. |

Roberta F Edwards

 Signature line

ROBERTA F EDWARDS

 Printed Name

Property Address: 2016 W FARRAGUT AVE, Unit # 24
Chicago, Illinois

Percentage of Ownership: 8.1 %

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THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

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| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input type="checkbox"/> | do not approve of the amendment regarding leasing. |

Barbara L. Glenn

 Signature line

BARBARA L. GLENN

 Printed Name

Property Address: 2019 W. FARRAGUT, Unit # 1
Chicago, Illinois

Percentage of Ownership: 8.10 %

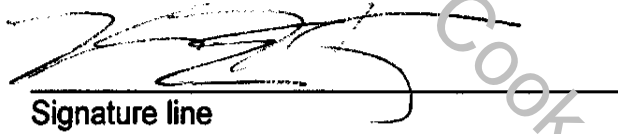
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THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for The Farragut of Bowmanville Condominium Association, specifically regarding leasing:

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input type="checkbox"/> | I do not approve of the amendment regarding leasing. |



Signature line

Kurt Eric Heintz
Printed Name

Property Address: 2013 W Farragut Ave, Unit # 2
Chicago, Illinois

Percentage of Ownership: ~~100~~ %
92 % of total building

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THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

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| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | I do not approve of the amendment regarding leasing. |
| <input type="checkbox"/> | |

Kail A. Strejc
Signature line

Kail A. Strejc
Printed Name

Property Address: 2019 W. Farragut, Unit # 2
Chicago, Illinois

Percentage of Ownership: 8.10 %

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THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for The Farragut of Bowmanville Condominium Association, specifically regarding leasing:

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input type="checkbox"/> | I do not approve of the amendment regarding leasing. |

Cybill E. Ortiz Mezik
Signature line

CYBILL E. ORTIZ MEZIK
Printed Name

Property Address: 2017 W. FARRAGUT, Unit # 2
Chicago, Illinois

Percentage of Ownership: 8.10 %

UNOFFICIAL COPY

Tim

THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for The Farragut of Bowmanville Condominium Association, specifically regarding leasing:

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input type="checkbox"/> | I do not approve of the amendment regarding leasing. |

David Novak 8/21/2013
Signature line

David Novak
Printed Name

Property Address: 2017 W. Farragut, Unit #
Chicago, Illinois

Percentage of Ownership: 8.1 %

Property of Cook County Clerk's Office

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THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for The Farragut of Bowmanville Condominium Association, specifically regarding leasing:

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input type="checkbox"/> | I do not approve of the amendment regarding leasing. |

[Handwritten Signature] 5/15/13

Signature line

JON FIERSTEN

Printed Name

Property Address: 2015 W FARRAGUT, Unit # 3
Chicago, Illinois

Percentage of Ownership: 8.10 %

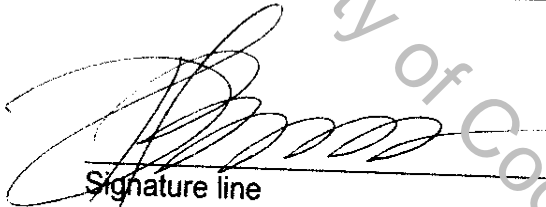
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THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for The Farragut of Bowmanville Condominium Association, specifically regarding leasing:

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input type="checkbox"/> | I do not approve of the amendment regarding leasing. |



Signature line

Printed Name: Deana Burrows

Property Address: 2017 W Farragut, Unit # 9
Chicago, Illinois

Percentage of Ownership: 8.1 %

UNOFFICIAL COPY

THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for The Farragut of Bowmanville Condominium Association, specifically regarding leasing:

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input checked="" type="checkbox"/> | I do not approve of the amendment regarding leasing. |

D. M. Gargano
Signature/line

Daniel Gargano
Printed Name

Property Address: 2019 W Farragut, Unit # 2019-3
Chicago, Illinois

Percentage of Ownership: 8.20 %

Property of Cook County Clerk's Office

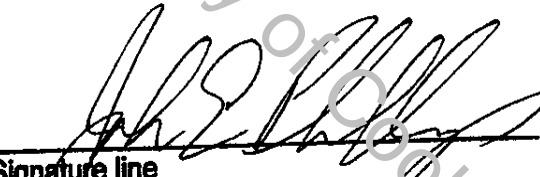
UNOFFICIAL COPY

THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for The Farragut of Bowmanville Condominium Association, specifically regarding leasing:

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input checked="" type="checkbox"/> | I do not approve of the amendment regarding leasing. |



 Signature line

John E. Phelps

 Printed Name

Property Address: 2015 W FARRAGUT UNIT # 1
 Chicago, Illinois

Percentage of Ownership: UNKNOWN%

Property Address

UNOFFICIAL COPY

THE FARRAGUT OF BOWMANVILLE CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for The Farragut of Bowmanville Condominium Association, specifically regarding leasing:

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | I approve of the amendment regarding leasing. |
| <input checked="" type="checkbox"/> | I do not approve of the amendment regarding leasing. |

Signature line

BRIAN CASE

Printed Name

Property Address: 2013 W Farragut Unit # 1
Chicago, Illinois

Percentage of Ownership: 9 %