

# UNOFFICIAL COPY



**Recorded by:**

1866 North Sheffield  
Condominium Association  
1866 N. Sheffield Ave.  
Chicago, IL 60614

Doc#: 1417129081 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/20/2014 02:45 PM Pg: 1 of 4

**Mail To:**

1866 North Sheffield  
Condominium Association  
Attn: Secretary  
1866 N. Sheffield Ave., A  
Chicago, IL 60614

Property Identification No.:

14-32-403-074-1001  
14-32-403-074-1002  
14-32-403-074-1003  
14-32-403-074-1004

No change in percentage

**Second Amendment to Declaration of Condominium  
for the 1866 North Sheffield Avenue Condominium Homes**

This Amendment to the Declaration, made and entered into this 18th day of June, 2014, by The 1866 North Sheffield Condominium Association (hereinafter "Association"), a not-for-profit corporation of Illinois.

**WITNESSETH:**

WHEREAS, by declaration of Condominium (Declaration) recorded in the Recorder's Office of Cook County, Illinois, as Document No. 87102749, the certain real estate was submitted to the provisions of the Illinois Condominium Property Act (Act); and

WHEREAS, the Declaration reserves to the Association (as defined in the Declaration) the right to alter and amend the declaration as stated in Section XIV, paragraph 2, item 8.

WHEREAS, by unanimous vote of all current unit owners at a meeting on March 2, 2014 the following Amendment was approved according to the procedures laid out in Section XV, paragraph 2c.

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

1. The following is appended to Exhibit "B": No more than **ONE (1) UNIT** (25% of building, or less) may be leased at any given time during ownership of an 1866 North Sheffield Condominium.
2. The following is appended to Exhibit "B": An owner cannot lease a unit immediately after final sale, refinance or inheritance. After **ONE (1) YEAR** of ownership of the unit in question, a unit owner may submit

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a request to the Association to lease his/her unit. The Association shall approve or deny the request.

3. The following is appended to Exhibit "B": To prevent a single unit owner from leasing his/her unit consecutively for an indefinite amount of time, a unit may be leased for no more than **TWO (2) CONSECUTIVE YEARS. THREE (3) TO FOUR (4) MONTHS** prior to a unit's **SECOND (2<sup>nd</sup>)**

**CONSECUTIVE YEAR** of leasing, the lessor/owner may submit a request with the Association to approve or deny the extenuation of the rental period for **ONE (1) YEAR**. If no other unit owner expresses interest in leasing a unit, an extension of **ONE (1) YEAR** may be allowed, pending the Association's approval. Every additional year of lease requires the Association's review and approval. If a unit owner wishes to lease his/her unit for less than **THREE (3) YEARS**, he/she shall notify the Association of his/her intent and document the amount of time that he/she will lease the unit.

4. The following is appended to Exhibit "B": If a unit owner who is not currently leasing his/her unit, wishes to lease his/her unit, he/she must make a request to the Association not less than **THREE (3) MONTHS IN ADVANCE** of the intended date of listing the unit for rent. The Association shall review the request and either approve or deny the request. A unit owner may not lease his/her unit without Association review and approval.

5. The following is appended to Exhibit "B": If a unit owner who is currently leasing his/her unit violates the **TWO (2) YEAR MAXIMUM** for leasing, without approval of the Association, or after another unit owner has requested and received Association approval to lease his/her unit, the following fines will be adhered against the lessor and collected by the Association's Treasurer and deposited into the 1866 North Sheffield Condominium Association's reserves:

- a. 30 days past due date: \$150
- b. 60 days past due date: \$300
- c. After 61 days, a monthly fine of: \$2,000

6. The following is appended to Exhibit "B": A unit owner may notify the Association of any **FINANCIAL HARDSHIP** and request Association approval to lease his/her unit. The Association shall review the request. Whether the applicant/owner has demonstrated **FINANCIAL HARDSHIP** shall be determined by the Association. A **FINANCIAL HARDSHIP** request shall be considered on a case-by-case basis. The Association may approve a request to lease based upon a demonstration of **FINANCIAL HARDSHIP** by a unit owner.

7. The following is appended to Exhibit "B": A Unit owner who may suddenly have to move out of the Chicago city limits due to job relocation or other **UNFORESEEN CIRCUMSTANCES** may request Association approval to lease his/her unit. Whether the applicant/owner has demonstrated **UNFORESEEN CIRCUMSTANCES** shall be determined by the Association. Each case of **UNFORESEEN CIRCUMSTANCES** shall be considered on a case-by-case basis. The Association shall review and approve or deny a request to lease a unit based upon a demonstration of **UNFORESEEN CIRCUMSTANCES** by a unit owner.

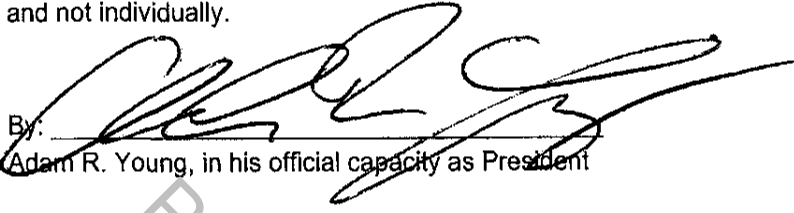
8. The following is appended to Exhibit "B": Owners of Unit B and Unit D have complete ownership of their respective garage spaces (See 1st Amendment stating garage ownership & responsibilities) and all items within them. If either unit wishes to lease a garage space to a third-party, the unit owner shall notify the Association of their intent and shall request approval of the Association prior to leasing a garage space. A garage space may be leased no more than **TWO (2) CONSECUTIVE YEARS. THREE (3) TO FOUR (4) MONTHS** prior to the **SECOND (2<sup>nd</sup>) CONSECUTIVE YEAR** of leasing, the lessor/owner may submit a request with the Association to assess, approve or deny the extenuation of the rental period for **ONE (1) YEAR**. An extension of **ONE (1) YEAR** may be allowed, pending the Association's approval. Every year of lease must be approved by the Association.

9. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

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IN WITNESS WHEREOF, Adam R. Young as President of The 1866 North Sheffield Condo Association, and not individually, has caused his signature to be affixed hereunto and has caused his name to be signed to these presents by its President this 18th day of June, 2014.

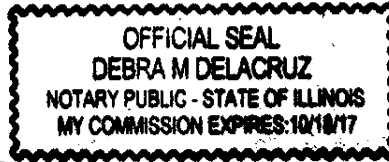
The 1866 North Sheffield Condo Association,  
as President as aforesaid,  
and not individually.

By:   
Adam R. Young, in his official capacity as President

Subscribed and sworn to before me

this 18th day of June, 2014

  
Notary Public



Property of Cook County Clerk's Office

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## Office of the Cook County Clerk

### Map Department Legal Description Records

**P.I.N. Number: 1432403074**

The legal description card(s) below is prepared in a format used for official county record-keeping, and can be used by the Cook County Recorder's Office to access their tract books.

If you need assistance interpreting this description, please obtain a copy of our instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website [www.cookcountyclerk.com](http://www.cookcountyclerk.com)

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number). If this is not the item you requested, please notify the clerk.

14	32	403	074		493	74001
AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANT	CODE

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME  
493  
TAX CODE  
74001

AREA SUB-AREA BLOCK PARCEL UNIT  
14- 32- 403- 074

SHEFFIELDS ADDN TO CHICAGO

"1866 N SHEFFIELD CONDO"  
UNITS PER DOC 87-102749

1988 DIVISION  
SPECIAL FILE

Block 403 Parcel 074

SEC.	TOWN	RANGE	LOT	SUB-LOT	LOT	BLOCK
32	40	14				9
			107		4	

PRYOR 306113