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This instrument was prepared by and upon recording, return to:

1857 W. Armitage  
Condominium Association  
1857 W Armitage Ave.  
Chicago, Illinois 60622



Doc#: 1514713028 Fee: \$54.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/27/2015 09:35 AM Pg: 1 of 9

(THIS SPACE FOR RECORDER'S OFFICE ONLY)

**AMENDMENT**  
**TO "DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS**  
**EASEMENTS RESTRICTIONS AND CONVENANTS"**  
**FOR "1857 W ARMITAGE CONDOMINIUMS"**

This Amendment to the Declaration of Condominium Pursuant to the Condominium Property Act for 1857 W. Armitage Condominiums (hereinafter "Amendment"):

**WITNESSETH:**

WHEREAS, the property legally described in Exhibit "A" hereto (commonly known as 1857 W. Armitage Ave., Units C-1F, 1R, 2F, 2R, and 3, Chicago, Illinois 60622) was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium Pursuant to the Condominium Property Act with the Recorder of Deeds of Cook County, Illinois on June 7, 2007 as Document No. 0715822077 (the "Declaration").

WHEREAS, the Board and the Unit Owners desire to amend the Declaration by replacing Article IX in its entirety with a new version of Article IX as stated below in this amendment; and

WHEREAS, Paragraph 6 of Article XIX of the Declaration provides that "...the provisions of the condominium instruments may be amended, changed, or modified by an instrument in writing setting forth such amendment, change, or modification, signed and acknowledged by all of the members of the Board, at least three fourths (3/4) of the Unit Owners, and the 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, 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, the Amendment has been signed and acknowledged by all of the members of the Board and by at least three fourths (3/4) of the Unit Owners, and the approval of any mortgagees required under the provisions of the condominium instruments was not required, and a copy of the Amendment has

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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, as certified in the attached affidavit given by an officer of the Board, a copy of the Amendment has been mailed by certified mail to all mortgagees having a bona fide liens of record against any Unit, not less than ten (10) days prior the date of such affidavit.

WHEREAS, this Amendment does not amend, change, or modify a Unit Owner's corresponding percentage of ownership in the common elements.

NOW THEREFORE, pursuant to the provisions of Paragraph 6 of Article XIX of the aforesaid Declaration and Section 17 of the Illinois Condominium Property Act, the undersigned consisting of all members of the Board and at least three fourths (3/4) of the Unit Owners, does hereby amend the Declaration as follows:

- A. TERMS.** The terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.
- B. AMENDMENT.** The Declaration is hereby amended by replacing Article IX in its entirety with the following Article IX:

"ARTICLE IX  
LEASING OF UNITS

1. **Leasing of Units Generally.** Any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of, all (but not less than all) of his or her Unit upon such terms and conditions as the Unit Owner may deem acceptable. Any such lease, sublease, or assignment regarding a Unit shall be in writing, a copy of which must be delivered to the Association not later than the date of use and / or occupancy or 14 days after the lease is signed, whichever occurs first. Any such lease, sublease, or assignment shall be subject to the terms of this Declaration, and any failure of the lessee, sublessee, or assignee to comply with the terms of this Declaration, the By-Laws, the Act, or any rule or regulation adopted by the Board, shall constitute a default under said lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. In addition, the Board or the Association shall retain the right to remedy said failure by electing any of the remedies set forth in this Declaration, the By-Laws, the Act, or any rule or regulation adopted by the Board.
2. **Leasing Restrictions:**
  - a. **Three-Unit Limit on Leasing.** Except as permitted by subparagraphs (i) and (ii) of this paragraph below and by paragraph 3 of this Article below, no more than three Unit Owners at the same time shall (1) lease, rent, or enter into any "Occupancy Arrangement" (as hereinafter defined) with respect to any Unit, or (2) allow any person who is not a Unit Owner to occupy a Unit pursuant to an Occupancy Arrangement. Further stating, except for the exemptions described in this Article, no Unit Owner may lease, rent, or enter into any type of Occupancy Arrangement with any tenant or person at any time when the Association has three (3) Unit Owners with their Units under a lease, rental, or Occupancy Arrangement.
    - i. **Exemption – Spousal Occupancy Arrangement.** A Unit Owner or other person in possession of a Unit may enter into an Occupancy Arrangement with his/her spouse, or former spouse.

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- ii. Exemption - Unit Owned or In Possession of the Association. The Association may enter into Occupancy Arrangements with respect to any Unit which the Association is the Owner or party in possession.
  - b. Three-Year Limit. A Unit Owner shall be allowed to lease their Unit pursuant to an Occupancy Arrangement for a period not to exceed three (3) years. The three (3) year period includes the time the Unit is vacant and the time involved in finding a tenant/lessee. Within 60 days of the expiration of the three (3) year period or after such period, the Unit Owner may give written notice and apply with the Board for an additional three (3) year period.
  - c. Waiting List. Any Unit Owner who wishes to lease their Unit pursuant to an Occupancy Arrangement shall by written notice notify the Board of their request. If the number of Units available to lease is filled, the Board shall place the Unit Owner's request on a waiting list on a first-come basis ("Waiting List"). The Board shall give written notice to the Unit Owner on a Waiting List when their Unit becomes eligible to enter into an Occupancy Arrangement. The Unit Owner shall have three months from the date specified in the notice to enter into an Occupancy Arrangement. If the Unit Owner is unable to enter into an Occupancy Arrangement in three months from the date specified, the Unit Owner will lose their space on the Waiting List and the next Unit Owner on the Waiting List will have an opportunity to enter into an Occupancy Arrangement for their Unit.
  - d. Definition of "Occupancy Arrangement." As used herein, "Occupancy Arrangement" means a lease, sublease, assignment, rental, or other agreement or arrangement, in writing 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 such non-Unit Owner third-party.
3. Prior Unit Owner Exemption. Paragraph 2 of this Article, *Leasing Restrictions*, and its subparagraphs shall not apply to current Unit Owners who owned a Unit prior to January 1, 2015 and shall not apply to a subsequent purchase of a Unit by a current Unit Owner who owned a Unit prior to January 1, 2015. Such Unit Owners and their subsequent purchase of a Unit shall be completely exempt from the restrictions of Paragraph 2 of this Article, except until one of the following occurs:
- a. This exemption shall expire and be null and void after ten years from the actual recording date of this Amendment with the Cook County Recorder in the year 2015. Any Unit Owner leasing pursuant to this exemption at the time of the exemption's expiration shall become subject to the same terms and conditions as all other Unit Owners and shall be deemed at that time of the exemption's expiration to have exhausted their three-year time limit.
  - b. The exemption shall expire and be null and void before ten years against a specific Unit if the Unit Owner who owned a Unit prior to January 1, 2015 conveys, changes, or transfers a property interest by deed, sale, gift, bequest, inheritance, or operation of law to any third-party who shall become a new, additional, or different Unit Owner of such Unit in question. This subsection does not apply to conveyances, changes, or transfers involving mortgages; liens; land trusts, including changes to beneficial interests and power of appointments; and other estate-planning trusts.
4. Except as provided in this Article, the terms and conditions involving the use and occupancy of the Units and Common Elements found in the Declaration, Rules and Regulations of the

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Association, and any other condominium instrument that relates to the use and occupancy of the Units or the Common Elements shall be applicable to any person leasing or renting a Unit and shall be deemed to be incorporated into any Occupancy Arrangement.

- 5. The Board with a required written approval by an affirmative vote of at least three-fourths (3/4) of the Unit Owners (i.e., 75% in the aggregate in interest of the undivided ownership of the common elements) may adopt such rules and regulations applicable to leasing, renting, or Occupancy Arrangements of the Units as it deems advisable or necessary.
- 6. If the Board discovers a violation of the terms or conditions outlined in these paragraphs, the Board shall reserve the right to evict said tenant by the Forcible Entry and Detainer laws of the State of Illinois.

C. **CONTINUATION.** Except as modified herein, all terms and conditions of the Declaration shall continue in full force and effect.

**IN WITNESS WHEREOF**, the following signatories have caused this Amendment to the Declaration to be approved, acknowledged, and executed and delivered as of this 11 day of May, 2015.

[SIGNATURE PAGES FOLLOW]

Property of Cook County Clerk's Office

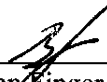
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## PRESIDENT'S SIGNATURE PAGE

STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF COOK  )

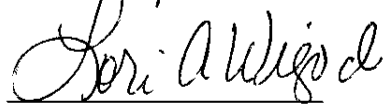
I, Brian Finger, am the President and Chief Executive Officer of the Board of 1857 W. Armitage Condominium Association, a condominium association established by the aforesaid Declaration, and by signature below do hereby execute the foregoing Amendment to the Declaration pursuant to the provisions of Paragraph 6 of Article XIX of the aforesaid Declaration and pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 11 day of MAY, 2015

By:   
Brian Finger, its President

SUBSCRIBED AND SWORN to

Before me this 11 day  
of May, 2015.

  
Notary Public




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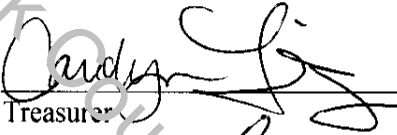
## BOARD SIGNATURE PAGE

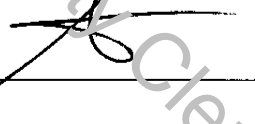
STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

We, the undersigned, are all of the members of the Board of 1857 W. Armitage Condominium Association, a condominium association established by the aforesaid Declaration, and by our signatures below, we do hereby acknowledge and approve the foregoing Amendment to the Declaration pursuant to the provisions of Paragraph 6 of Article XIX of the aforesaid Declaration. This document may be executed in counterparts of the convenience of the parties.

EXECUTED this 11 day of May, 2015

By:   
 \_\_\_\_\_  
 President

By:   
 \_\_\_\_\_  
 Treasurer

By:   
 \_\_\_\_\_  
 Secretary

Being all of the members of the Board of 1857 W. Armitage Condominium Association.

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## UNIT OWNERS SIGNATURE PAGE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

We, the undersigned, making up at least three fourths (3/4) of the Unit Owners of 1857 W. Armitage Condominiums, a condominium established by the aforesaid Declaration, and by our signatures below, we do hereby acknowledge and approve the foregoing Amendment to the Declaration pursuant to the provisions of Paragraph 6 of Article XIX of the aforesaid Declaration and pursuant to Section 17 of the Illinois Condominium Property Act.. This document may be executed in counterparts of the convenience of the parties.

EXECUTED this 12<sup>TH</sup> day of MAY, 2015

Unit C-1F: CHICAGO TITLE LAND TRUST #8002360137  
By: Glenn Richter - TRUST OFFICER  
Name: GLENN F. RICHTER - TRUST OFFICER  
(SEE BELOW)

Unit 1R: By: Carolyn Finger  
Name: Carolyn Finger

Unit 2F: By: [Signature]  
Name: BRAIN FINGER

Unit 3: CHICAGO TITLE LAND TRUST #8002360740  
By: Glenn Richter  
Name: GLENN F. RICHTER - TRUST OFFICER  
(SEE BELOW)

Being at least three fourths (3/4) of the Unit Owners of 1857 W. Armitage Condominiums.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## EXHIBIT A

### LEGAL DESCRIPTION

UNIT NUMBER C-1F, 1R, 2F, 2R, AND 3 IN THE 1857 W. ARMITAGE CONDOMINIUMS AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 10 IN THE SUBDIVISION OF LOTS 4, 5, 8, 9 AND 10 IN BLOCK 32 IN SHEFFELD'S ADDITION TO CHICAGO, IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0715822077, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Commonly known as: 1857 W. Armitage Ave., Chicago, Illinois 60622

Permanent Index Numbers:      14-31-402-055-1001  
   14-31-402-055-1002  
   14-31-402-055-1003  
   14-31-402-055-1004  
   14-31-402-055-1005



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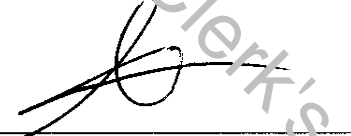
STATE OF ILLINOIS )  
                                      ) SS  
COUNTY OF COOK )

### SECRETARY'S AFFIDAVIT

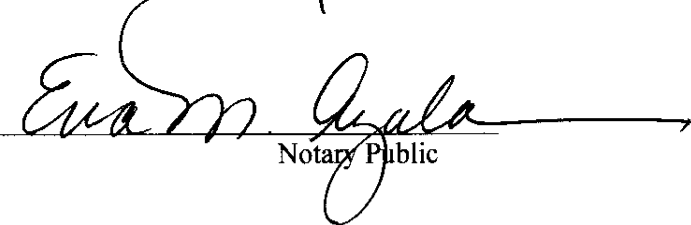
I, the undersigned affiant, being an officer of the Board, being first on oath duly sworn, depose and state that I am duly elected secretary of 1857 W Armitage Condominium Association, a condominium association established by the aforesaid Declaration, and by signature below do hereby certify the following:

- a) That not less than ten (10) days prior to the date of this affidavit, I have mailed via certified mail a copy of the foregoing Amendment to the Declaration to all mortgagees having bona fide liens of record against any Unit.
- b) The Amendment was approved, acknowledged, and signed by all of the members of the Board;
- c) The Amendment was approved, acknowledged, and signed by at least three fourths (3/4) of the Unit Owners;
- d) The approval of any mortgages required under the provisions of the condominium instruments was not required; and
- e) The Amendment was approved and acknowledged with the prior consent of the Owner of the Commercial Unit.

**1857 W Armitage Condominium Association**

By:   
Its Secretary

SUBSCRIBED and SWORN to before me  
this 12 day of May, 2015.

  
Notary Public

