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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/19/2015 01:35 PM Pg: 1 of 9

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FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE DEMING CONDOMINIUM

This Fourth Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Deming Condominium is made and entered by the Deming Condominium Association the "Association"), an Illinois not-for-profit corporation.

GENERAL RECITALS

The Declaration of Condominium Ownership for the Deming Condominium was recorded with the Cook County Recorder of Deeds on December 24, 2013 as Document No. 1335829002 (the "Declaration").

The First Amendment to the Declaration, which added certain property to the condominium, was recorded with the Cook County Recorder of Deeds on December 31, 2013 as Document No. 1336545065.

The Second Amendment to the Declaration, which added certain property to the condominium and classified that property as either limited common elements or common elements, was recorded with the Cook County Recorder of Deeds on March 28, 2014 as Document No. 1408719104.

The Third Amendment to the Declaration, which declared certain limited common elements of the condominium as appurtenant to certain units, was recorded with the Cook County Recorder of Deeds on April 4, 2014 as Document No. 1409429090.

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On or about September 4, 2014, the Developer turned control of the Association over to the owners and officers were elected from among the Association members pursuant to Article 5, Section 5.6(f) of the Declaration.

Article 13, Section 13.7 of the Declaration provides that certain provisions of the Declaration and By-Laws may be amended, changed, or modified by approval of at least $\frac{3}{4}$ of the total votes of the Owners.

The addition of Section 4.10 to Article 4 of the Declaration, as set forth below, was approved by at least $\frac{3}{4}$ of the total votes of the Owners.

The amendments to Article 12, Section 12 of the Declaration, as set forth below, were approved by at least $\frac{3}{4}$ of the total votes of the Owners and at least 67% of first mortgagees as required by Section 11.1(e)(i)(dd) of the Declaration.

RECITALS RELATED TO ARTICLE 4 AMENDMENT

The Association recognizes that exposure to secondhand tobacco smoke is a serious health concern and adopts the findings of the Illinois General Assembly as set forth in the Smoke Free Illinois Act, 410 ILCS § 82/5. Included in those findings are the following facts that are particularly relevant to the amendment to Article 4 of the Declaration: 1) exposure to secondhand smoke has been causally linked to several severe diseases in adults and children; 2) exposure to secondhand smoke is one of the leading preventable causes of death in the United States; 3) there is no risk-free level of exposure to secondhand smoke; 4) separating smokers and non-smokers, filtering the air, and ventilating buildings cannot eliminate secondhand smoke exposure; and 5) the only means of eliminating health risks associated with indoor exposure to secondhand smoke is to eliminate all smoking activity indoors.

The Association recognizes that smoking materials, like cigarettes and cigars, are a fire hazard. The U.S. Fire Administration has found that fires caused by smoking materials are a leading cause of residential fire deaths in the United States and cause hundreds of millions of dollars in property damage every year.

The Association recognizes that discarded smoking materials like cigarette butts create a litter problem and pose a risk of harm to the environment. A 2009 study published in the International Journal of Environmental Research and Public Health found that discarded cigarette butts, which are toxic in and of themselves and are not biodegradable, are carried as runoff from streets and sidewalks into drains and end up in waterways and on beaches. Cigarette butts comprise from 25 to 50 percent of all litter collected from roadways.

The Association recognizes that residual tobacco smoke, also called thirdhand smoke, creates lasting damage to property by penetrating into walls, carpets, and hardwood floors. The

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damage caused by thirdhand smoke is difficult and expensive to repair and may present health hazards.

The Association desires to eliminate the health risks and property damage related to smoking as well as to do whatever possible to minimize the negative environmental impacts related to smoking. In furtherance of these goals, the Association adopts the Smoke Free Policy set forth in the Amendment below.

RECITALS RELATED TO ARTICLE 12 AMENDMENTS

The Association recognizes that when the percentage of leased or subleased Units reaches certain thresholds the Association may not qualify for capital improvement loans or Federal Housing Administration mortgage approval.

Article 12, Section 12.1 of the Declaration contains no limitation on the number of Units that may be leased or subleased to non-owners at any given time.

The Association desires to amend Article 12 of the Declaration to place certain restrictions on the lease and sublease of Units in order to prevent transience and to preserve the residential character of the Association while, to the extent practicable, minimizing economic hardship upon all Owners.

THEREFORE, the Declaration is amended as follows:

1. **TERMS.** Terms used in these amendments, if not otherwise defined, shall have the same meaning as set forth in the Declaration.
2. **AMENDMENTS.**
 - a. Article 4 of the Declaration is amended by adding the following section:

4.10 **Smoke-Free Policy.** As used in this section, "smoke" or "smoking" means the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted smoking equipment. Smoking is prohibited in the Building, including within Units and on Limited Common elements such as roof decks and balconies, at all times. No person shall smoke within 25 feet of any of the Building's entrances, exits, windows that open, or ventilation intakes. The Board shall adopt rules and regulations for the purpose of implementing and effectuating this policy.
 - b. Article 12 of the Declaration is amended by replacing Sections 12.1 and 12.2 with the following:

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12.1 **Unrestricted Transfers.** Subject to the limitations in this Article, a Unit Owner may, without restriction under the Declaration, sell, give, devise, lease, or otherwise transfer his entire unit, and not less than his entire unit. Subject to Section 12.2(d) below, the total number of leased or subleased units shall not exceed two at any given time. A fully-executed copy of any lease or sublease pursuant to this Article shall be given to the Board in the manner provided for the giving of notices no later than 10 days after the document is fully executed and prior to occupancy. Notice of any other unrestricted transfer shall be given to the Board in the manner provided for the giving of notices no later than five days following consummation of the transfer.

12.2(a) **Eligibility for Lease – Minimum Owner Occupancy Period.** A Unit will not be considered eligible to be leased until it has been owner-occupied for at least one year.

12.2(b) **Limits on Lease Terms.** The initial lease of an eligible Unit must be for a term of one year. Every lease or sublease must be in writing and comply with the Chicago Residential Landlord Tenant Ordinance. The lessee or sub-lessee will be bound by and subject to all of the obligations under the Declaration, By-Laws, and Rules and Regulations of the Association. The failure of the lessee or sub-lessee to comply with these obligations is a default under the lease or sublease. In addition, the Board or the Association shall retain the right to redress default by electing any of the remedies set forth in this Declaration, the By-Laws, the Act, or other applicable law or ordinance, or any rule or regulation adopted by the Board. The provisions of this paragraph is not be construed to relieve the Owner making such lease or sublease from any of his obligations.

12.2(c) **Additional Restrictions.** Units eligible for lease or sublease may be leased or subleased for a maximum of two consecutive years. At the end of this two-year period and subject to the exceptions in this Section, the Unit will no longer be considered eligible for lease or sublease and must revert to owner occupancy, remain vacant, or be sold or otherwise transferred to a new owner. If, after the second consecutive year of tenant occupancy, there are fewer than two tenant-occupied Units in the Building, an otherwise eligible Unit may be leased or subleased beyond the two-year maximum.

12.2(d) **Medical or Other Hardship Exception.** Subject to the restrictions in this Section only, any Owner who is able to demonstrate substantial need due to a significant medical, financial, or other hardship may be permitted to lease his Unit for up to one year even if the maximum tenant occupancy has been reached and other Owners are on a waiting list. Only one Unit may be leased pursuant to this paragraph at any given time and no extensions of the one-year lease term will be permitted except that if there are fewer than the maximum allowable tenant-

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occupied Units upon the expiration of the medical hardship rental, the Board may allow continued tenant occupancy of that unit subject to the other restrictions of this Article. A "medical hardship" is defined as a serious or debilitating medical condition affecting the Owner that will necessarily require him vacate his unit for at least 12 consecutive weeks. A medical hardship may also be demonstrated where the Owner must vacate the unit for at least 12 consecutive weeks to care for a spouse, child, or parent with a serious or debilitating medical condition. Other hardships that may qualify an Owner for relief under this Section include, but are not limited to: temporary job relocation or extenuating financial circumstances affecting the Owner's ability to occupy or sell the Unit.

12.2(e) **Rules and Regulations.** The Board shall adopt rules and regulations for the purpose of implementing and effectuating the provisions of Sections 12.1 and 12.2. These rules and regulations must include, at a minimum, the protocol for the establishment of a rental waiting list and the process by which an Owner may request the medical or other hardship exception in Section 12.2(d).

- 3. CONTINUATION. Except as expressly modified by these amendments, all terms and conditions of the Declaration shall continue in full force and effect.

The Association, through the duly elected Board of Directors whose signatures appear below, has caused this Fourth Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Deming Condominium to be executed and delivered this 10 day of June, 2015.

[Signature]

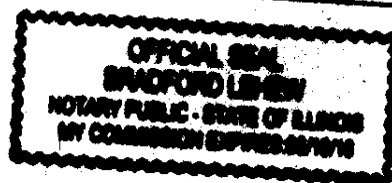
[Signature]

[Signature]

BEING ALL OF THE MEMBERS
OF THE BOARD OF DIRECTORS

SUBSCRIBED and SWORN to before me
this 10th day of June, 2015.

Bradford DeHew
Notary Public



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AFFIDAVIT OF FIRST MORTGAGEE APPROVAL

I, MORTIMER BUCKLEY, do hereby certify that I am the duly elected and qualified Secretary for the Deming Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that written approval of at least 67% of First Mortgagees of Units in number has been obtained, or the First Mortgagee has waived its right to object to the Amendment and is deemed to have accepted its terms and conditions and agrees to be bound by same, as a result of failure to respond within thirty (30) days, per the Declaration, Section 17.

Mortimer Buckley

Secretary

Dated

this 10th day of June, 2015

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Legal Description

PARCEL 1:

LOTS 43 AND 44 IN THE SUBDIVISION OF PART OF OUT-LOT "B" (EXCEPT THE SOUTH 320 FEET THEREOF) OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT 44 AFORESAID DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 44; THENCE NORTH 22 DEGREES 09 MINUTES 13 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 44, A DISTANCE OF 78.08 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 69.92 FEET (AS MEASURED PERPENDICULARLY) SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 44 AFORESAID, SAID POINT BEING THE POINT OF BEGINNING OF THE EXCEPTION HEREIN DESCRIBED; THENCE CONTINUING NORTH 22 DEGREES 09 MINUTES 13 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, 69.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 44; THENCE NORTH 67 DEGREES 30 MINUTES 10 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 44, A DISTANCE OF 35.00 FEET TO THE SOUTHWESTERLY LINE OF THE 16.00 FOOT ALLEY AS SHOWN ON THE SUBDIVISION OF BLOCK 3 IN OUT-LOT "A" OF WRIGHTWOOD AFORESAID; THENCE SOUTH 22 DEGREES 09 MINUTES 13 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE AND ITS SOUTHEASTERLY EXTENSION, 10.76 FEET TO THE INTERSECTION WITH A LINE DRAWN 10.76 FEET (AS MEASURED PERPENDICULARLY) SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 44 AFORESAID; THENCE SOUTH 67 DEGREES 30 MINUTES 10 SECONDS WEST, ALONG SAID PARALLEL LINE, 22.43 FEET TO THE INTERSECTION WITH A LINE DRAWN 12.57 FEET (AS MEASURED PERPENDICULARLY) NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LOT 44 AFORESAID; THENCE SOUTH 22 DEGREES 09 MINUTES 13 SECONDS EAST, ALONG SAID PARALLEL LINE, 10.99 FEET TO THE INTERSECTION WITH A LINE DRAWN 21.75 FEET (AS MEASURED PERPENDICULARLY) SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 44 AFORESAID; THENCE SOUTH 67 DEGREES 30 MINUTES 10 SECONDS WEST, ALONG SAID PARALLEL LINE, 6.76 FEET TO THE INTERSECTION WITH A LINE DRAWN 5.81 FEET (AS MEASURED PERPENDICULARLY) NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LOT 44 AFORESAID; THENCE SOUTH 22 DEGREES 09 MINUTES 13 SECONDS EAST, ALONG SAID PARALLEL LINE, 48.17 FEET TO THE INTERSECTION WITH A LINE DRAWN 69.92 FEET (AS MEASURED PERPENDICULARLY) SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 44 AFORESAID; THENCE SOUTH 67 DEGREES 30 MINUTES 10 SECONDS WEST, ALONG SAID PARALLEL LINE 5.81 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF INGRESS, EGRESS AND ACCESS EASEMENT DATED AUGUST 3, 2004 AND RECORDED SEPTEMBER 10, 2004 AS DOCUMENT 0425426051 FROM MISSIONARY SISTERS OF THE SACRED HEART-WESTERN PROVINCE TO EVEREST DEMING DEVELOPMENT, LLC, FOR THE PURPOSE OF INGRESS AND EGRESS, OVER THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 1 IN HENRY PIPER'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1915 AS DOCUMENT 5717969 IN PLAT BOOK 141, PAGE 4, AND THAT PART OF LOT 44 IN THE SUBDIVISION OF PART OF OUT-LOT "B" (EXCEPT THE SOUTH 320 FEET THEREOF) OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 44; THENCE NORTH 22 DEGREES 09 MINUTES 13 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 44, A DISTANCE OF 78.08 FEET TO THE INTERSECTION WITH A LINE DRAWN 69.92 FEET (AS MEASURED PERPENDICULARLY) SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 44 AFORESAID; THENCE NORTH 67 DEGREES 30 MINUTES 10 SECONDS EAST, ALONG SAID PARALLEL LINE, 5.81 FEET TO THE INTERSECTION WITH A LINE DRAWN 5.81 FEET (AS MEASURED PERPENDICULARLY) NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LOT 44 AFORESAID; THENCE NORTH 22 DEGREES 09 MINUTES 13 SECONDS WEST, ALONG SAID PARALLEL LINE, 48.17 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT: THENCE CONTINUING NORTH 22 DEGREES 09 MINUTES 13 SECONDS WEST, ALONG SAID PARALLEL LINE, 44.12 FEET TO THE NORTHERLY LINE OF LOT 1 AFORESAID; THENCE NORTH 67 DEGREES 45 MINUTES 54 SECONDS EAST, ALONG SAID NORTHERLY LINE, 29.25 FEET TO THE NORTHEASTERLY LINE OF LOT 1 AFORESAID, BEING ALSO THE SOUTHWESTERLY LINE OF A 16.00 FOOT PUBLIC ALLEY AS SHOWN ON THE SUBDIVISION OF BLOCK 3 IN OUT-LOT "A" OF WRIGHTWOOD AFORESAID; THENCE SOUTH 22 DEGREES 09 MINUTES 13 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE AND THE SOUTHWESTERLY LINE AND ITS SOUTHEASTERLY EXTENSION, 33.00 FEET TO THE INTERSECTION WITH A LINE DRAWN 10.76 FEET (AS MEASURED PERPENDICULARLY) SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 44 AFORESAID; THENCE SOUTH 67 DEGREES 30 MINUTES 10 SECONDS WEST, ALONG SAID PARALLEL LINE, 22.43 FEET TO THE INTERSECTION WITH A LINE DRAWN 12.57 FEET (AS MEASURED PERPENDICULARLY) NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LOT 44 AFORESAID; THENCE SOUTH 22 DEGREES 09 MINUTES 13 SECONDS EAST, ALONG SAID PARALLEL LINE, 10.99 FEET TO THE INTERSECTION WITH A LINE DRAWN 21.75 FEET (AS MEASURED PERPENDICULARLY) SOUTHEASTERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 44 AFORESAID; THENCE SOUTH 67 DEGREES 30 MINUTES 10 SECONDS WEST, ALONG SAID PARALLEL LINE, 6.76 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF THAT PART OF PARCEL 1 LYING IN LOT 43 AS CREATED BY AGREEMENT RECORDED APRIL 28, 1903 AS DOCUMENT 3382309 IN BOOK 2196 AT PAGE 347 FOR PRIVATE ALLEY AND FOR INGRESS AND EGRESS TO THE PUBLIC ALLEY LYING WEST AND ADJOINING OF LOTS 15 AND 16 IN THE SUBDIVISION OF BLOCK 3 OUT-LOT "A" OF WRIGHTWOOD AFORESAID.

Commonly Known As: 416 and 422 W. Deming Place, Chicago, IL

Permanent Index No. : PINS

14-28-318-095-1001 through and including -1013

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LOT 43 IN THE SUBDIVISION OF PART OF OUT-LOT "B"(EXCEPT THE SOUTH 320 FEET THEREOF) OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF LOT 44 IN THE SUBDIVISION OF PART OF OUT-LOT "B"(EXCEPT THE SOUTH 320 FEET THEREOF) OF WRIGHTWOOD AFORESAID DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 44; THENCE NORTH 22 DEGREES 09 MINUTES 13 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 44, 98.10 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 67 DEGREES 50 MINUTES 47 SECONDS WEST 5.50 FEET; THENCE NORTH 22 DEGREES 09 MINUTES 13 SECONDS WEST, 39.11 FEET, THENCE SOUTH 67 DEGREES 30 MINUTES 10 SECONDS WEST 9.50 FEET, THENCE NORTH 22 DEGREES 09 MINUTES 13 SECONDS WEST, 10.76 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 44; THENCE NORTH 67 DEGREES 30 MINUTES 10 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF LOT 44, 15.00 FEET TO THE NORTHEAST CORNER OF LOT 44; THENCE SOUTH 22 DEGREES 09 MINUTES 13 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 44, 49.90 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office