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SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE EDGEWATER COURT CONDOMINIUM TOWNHOMES ASSOCIATION



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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/11/2015 03:50 PM Pg: 1 of 11

This document is recorded for the purpose of amending the Declaration of Condominium (hereafter the "Declaration") pursuant to the Illinois Condominium Property Act for the Edgewater Court Townhomes Association (hereafter the "Association"), which Declaration was October 13, 1988 as Document Number 88471542 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Board of Directors and Unit Owners desire to adopt an Amendment to the Declaration in order to amend or modify certain existing provisions and specifically to allow electronic transmission of notices, votes, and proxies; and

WHEREAS, pursuant to the Declaration, Paragraph 17, except as herein otherwise provided, other provisions of this Declaration may only be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the owners and with at least 66 and 2/3% of the total votes voting in favor thereof, and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. (The total number of votes of all voting members shall be 100, and each voting member shall be entitled to the number of votes equal to the percentage of ownership in the Common Elements).

For Use By Recorder's Office Only

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

Paul Ochmanek Legal

P.O. Box 64605

Chicago, Illinois 60664 / phone 312.404.6039

CCRD REVIEWER 

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WHEREAS, said instrument has been signed and acknowledged by the President and the Secretary of the Association;

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been approved, at a special meeting called for such purpose, by the Unit Owners having, in the aggregate, at least 66 and 2/3% of the total vote, as evidenced by the Affidavit and the attached signatures of said Owners; and

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto as Exhibit C certifying that a complete copy of the Amendment, including the consent form attached hereto as Exhibit D, has been mailed or delivered to all unit owners, and mailed, via certified mail, with return receipt requested, to all First Mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such Affidavit.

NOW, THEREFORE, the Association hereby declares that Declaration, Paragraph 7 be deleted, and is hereby amended to state as follows:

Paragraph 7, entitled Lease of Units, is amended to state,

(A) Lease. "The Association will permit up to two (2) Units to be leased by the Unit Owners ("Landlords") to their respective Tenants upon such terms and conditions as the Unit Owner may deem acceptable permitted, except that no Unit shall be leased for less than twelve (12) months. Any such lease shall be in writing, copy of which must be delivered to the Association no later than the date of use and/or occupancy or ten (10) days after the lease is signed, whichever occurs first, and shall provide that the lease shall be subject to the terms of this Declaration and that any of the lessee to comply with the terms of this Declaration shall be a default under the lease. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations under the Declaration. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee the Association may seek to enjoin a lessee from occupying a Unit or seek to evict a lessee under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws, and rules and regulations.

(B) Notwithstanding the provisions of paragraph A of this Paragraph 7, the Board has the power to issue and enforce reasonable rules and regulations requiring notice to the Board of the sale, lease of any Unit or Parking Space by a Unit Owner prior to the time any such sale, lease or transfer is consummated as the Board may determine to be reasonably necessary for property management or security.

(C) This rental cap does not limit the Association to rent any Unit pursuant to the Forcible Entry and Detainer Act or any other agreement with the Unit Owner.

(D) A Unit Owner must request approval from the Board, in writing, prior to leasing their Unit. The Unit Owner must properly complete the appropriate rental form and tender it to the Board or Management. Submission of the form does not guarantee rental approval. Requests will be considered for approval by the Board on a first-come, first-served basis based upon the names on

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the waiting list, and whether the form is completed properly. The Board or Management will inform the Unit Owner if he/she is permitted to rent their respective Unit. Any Unit Owner is permitted to add his/her name to the waiting list via written notice to the Board or Management. Once approval from the Board is granted, the affected Unit Owner shall have ninety (90) days from the date of such approval to submit a signed lease to the Board. If the Unit Owner fails to submit a signed lease to the Board within said ninety (90) day period, the approval will be deemed to have been withdrawn. Thereafter, another Unit shall become eligible to be leased. Additionally, the Unit Owner shall tender three (3) month common expenses as a refundable move-in/move-out deposit for the tenant. Damages caused during the move shall not be limited to the deposit amount.

With respect to any leased Unit, the following restrictions shall apply:

(1) It is the policy of the Association to deal solely with Unit Owners. Unit Owners who lease to tenants are responsible for informing their tenants of any pertinent information. Also, any damage caused to the Common Elements by a tenant(s) will be charged to the Unit Owner.

(2) All leases shall be for a term of twelve (12) months. Occupancy shall be limited to the number of individuals allowed by the City of Chicago Ordinance, which is incorporated herein by this reference. The lease shall conform to the City of Chicago Residential Landlord Tenant Ordinance.

(3) If a Unit Owner desires to lease his/her Unit, the following must be completed at least ten (10) days prior to the commencement date of the lease:

A. A signed copy of the lease shall be delivered to the Board to verify that it complies with the provisions of this Paragraph 7. At a minimum, the lease must provide that it is subject to the terms of this Declaration, the By-Laws, the Act, and any Rules and Regulations adopted by the Board, and that any failure of the tenant to comply with the terms of the above is a default under the lease, as well as tenant confirming that no pets are allowed on the Association's property.

B. The Unit Owner shall provide the Board with the name, email address and phone number for all tenants. Any adult occupant of a Unit shall be required to sign the lease and shall be subject to this Declaration.

(4) The Unit Owner shall be responsible for any damage caused by the tenant(s) at any time, including fines assessed to the Unit in connection with the occupancy of the tenant(s).

(5) Upon move-in, the Unit Owner shall cause the tenant(s) to provide the Association with a copy of the tenant's renter's insurance policy.

(6) Each non-resident Unit Owner will provide the Board, in writing, with his or her contact information, including emergency contact information, and will timely update this information if it changes. Contact information for a management agent in lieu of the non-resident Unit Owner is not sufficient for this purpose.

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(E) Occupancy by a Unit Owner's spouse, children, grandchildren, siblings, or parents shall not be considered a leasing arrangement or otherwise prohibited or restricted by the Board.

(F) If any lease is to be terminated, or a lease expires and is not renewed by the current tenant, the Unit Owner shall provide written notice of same to the Board not less than thirty (30) days prior to termination or expiration without renewal.

(G) Leases on Units may be renewed with existing tenants with written Board approval so long as no additional names remain on the waiting list.

(H) The Board's approval for the lease of a Unit hereunder shall be deemed revoked upon the sale, transfer or other conveyance of the leased Unit, except that a tenant under a lease in existence when a Unit is sold, transferred or conveyed shall be permitted to continue to occupy the Unit for the term remaining on that lease. Thereafter, another Unit shall become eligible to be leased. The Board's approval for the lease of a Unit hereunder shall also be deemed revoked if the Unit Owner retakes possession of the Unit and occupies the same for any period of time.

(I) If a previously leased Unit remains vacant and unoccupied by a tenant for a period of sixty (60) days or more, and no new lease is submitted to the Board as required within that sixty (60)-day period, then another Unit and Unit Owner shall become eligible to be leased if a request to the Board by another Unit is pending, and the Board is required to notify the Unit Owners accordingly.

(J) The Unit Owner is solely responsible for all payments of assessments, special assessments, fees and fines to the Association. The Association will not accept payments for these items from the tenant unless ordered by the Court or approved and certified by the Clerk of the Court.

(K) The foregoing provisions of Paragraph 7 do not apply to Units leased by the Association pursuant to the Declaration.

(L) Application to Existing Leases. Paragraph 7 of the Declaration, as modified herein, shall not apply to any existing leases by Unit Owners who owned a Unit on or before the recording date of this Amendment. However, this Amendment shall apply to Unit Owners currently leasing Units upon the expiration of existing leases.

(M) Hardship Provision. In the event that a Unit Owner, due to financial hardship, at the sole discretion of the Board, shall be unable to occupy their Unit, and provides evidence of hardship acceptable to the Board, and based on said hardship desires to lease said Unit, the Unit Owner shall make application to the Board which may, by majority vote and review of the application, grant to the Unit Owner an exception to the above leasing restrictions, upon such conditions as the Board may establish and uniformly apply. By way of example, and not by way of approval in advance, such hardship would typically be of an involuntary nature, and for a specific duration.

(N) Remedies. In the event that the Owner fails to comply with the leasing requirements, the Association may seek to evict a tenant from the Dwelling Unit under Article IX of the Illinois Code of Civil Procedure. Furthermore, all provisions of the Declaration, By-Laws and Rules and Regulations shall be applicable to any person leasing a Unit and shall be deemed to be incorporated

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in any lease executed or renewed. The Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Illinois Code of Civil Procedure, for any other breach by tenant or any covenants, rules, regulations, or by-laws.

NOW, THEREFORE, the Association hereby declares that Declaration, Paragraph 16, be and is hereby modified to include the following:

“Any notices issued pursuant to the Declaration or By-laws shall be issued by; personally delivery to the Owner or person residing within his/her unit, regular mail to the Owner’s last known address, and by electronic transmission including but not limited to e-mail and fax.”

NOW, THEREFORE, the Association hereby declares that By-laws, Article III, Section 4, be and is hereby modified to include the following:

“Notices provided for in this Declaration and in the Condominium Property Act may be delivered; personally, by mail to the person entitled to vote thereat, or shall be in writing OR electronic transmission/other acceptable technological means (provided such voting member consents to receive notice via electronic means, and the board member certifies in writing that the notice was sent to the voting member by electronic transmission) and shall be addressed to the Board or Association, or any Owner, as the case may be, at the address of the Building (indicating thereon the number of the respective Unit if addressed to an owner, or at such other address (of real property, email or fax number) as herein provided. The Association or Board may designate a different address for notices by giving written notice of such change of address to all Owners. Any owner may also designate a different address of notices by giving written notice of such change of address to the Board or Association.

If the Owner consents to receive notice via electronic transmission, the notice shall be sent to the Owner’s last known email address or fax number. It shall be the voting members’ duty and obligation to ensure the Association has a valid email address or fax number at all times. Notices issued by electronic means shall be deemed delivered when the email/fax is sent from the sender’s outbox. Proof of transmission will be available upon request.”

NOW, THEREFORE, the Association hereby declares that By-laws, Article III, Section 6, be and is hereby modified to include the following:

“The Proxy shall be executed and dated by the Unit Owner, and delivered to the Board or property manager in advance of any meeting involving a vote. The proxy is improper and will not be counted towards quorum or vote if it is not executed and dated by the Unit Owner or tendered to the Board or property manager in advance of the meeting.”

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NOW, THEREFORE, the Association hereby declares that By-laws, Article IV, Section 6, be and is hereby modified to include the following:

“Special Meetings of the voting members shall be called by personal mail to the Unit Owners last known address, personal deliver to the Unit Owner or a member of the household residing therein, or written, electronic transmission or other acceptable technological means of notice, provided such voting member consents to receive notice via electronic means, and the board member certifies in writing that the notice was sent to the voting member by electronic transmission. If the voting member consents to electronic notice, the voting member shall provide the board or management with a written document consenting to same, and providing a valid electronic mail (e-mail) address or facsimile number (fax number). It shall be the voting members’ duty and obligation to ensure the Association has a valid email address or fax number at all times.”

NOW, THEREFORE, the Association hereby declares that By-laws, Article VI, Section 3(c), is amended to state the following:

“The Association shall pay for the fees/costs associated with the repair, replacement, and maintenance of the skylights, windows and doors visible from the outside; however, the Association shall pass those fees/costs onto the Unit Owner(s) affected by the repair, replacement or maintenance.”

Declaration Prevails. In the event of any conflict between language in the Declaration, as amended hereby and language in any lease of any Unit, the language in the Declaration, as amended hereby, shall prevail.

Affirmation. In all other respects, the Declaration is hereby ratified and confirmed.

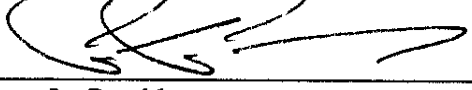
This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

[INTENTIONALLY LEFT BLANK]

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APPROVED THIS 24 DAY OF AUGUST, 2015.

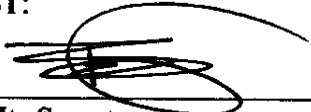
EDGEWATER COURT CONDOMINIUM
TOWNHOMES ASSOCIATION

By: 

Its President

Printed: Patrick Panessa

ATTEST:

By: 

Its Secretary

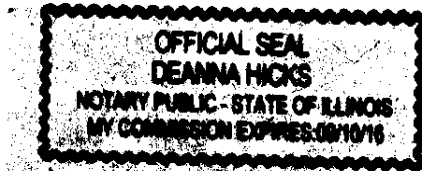
Printed: RENE KING

Subscribed and Sworn to before me

this 24 day of August, 2015.



Notary Public



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EXHIBIT A LEGAL DESCRIPTION

UNITS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, AND P IN EDGEWATER COURT CONDOMINIUM TOWNHOMES AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 2 IN KAPLAN AND KLUTZNICK SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST, OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 13, 1988, IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS, ILLINOIS, AS DOCUMENT NUMBER 88471542.

PIN: 14-08-203-022-1001 through 1016

Commonly known as: 950 W. Berwyn, Chicago, Illinois
Units 1-16

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EXHIBIT B CERTIFICATION AS TO UNIT OWNER APPROVAL

I, TENE KING, do hereby certify that I am the duly elected and qualified Secretary for the Edgewater Court Condominium Townhomes 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 Edgewater Court Condominium Townhomes Association was duly approved by at least 66 and 2/3% of the Unit Owners, in accordance with the provisions of the Declaration, Paragraph 17.


Secretary

Dated at CHICAGO, Illinois this

24 day of AUGUST, 2015.

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EXHIBIT C AFFIDAVIT AS TO UNIT OWNER/MORTGAGEE NOTIFICATION

I, PENE KING, do hereby certify that I am the duly elected and qualified Secretary for the Edgewater Court Condominium Townhomes 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 Edgewater Court Condominium Townhomes Association was delivered or mailed to all unit owners, and mailed to all mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this Affidavit, via certified mail return receipt requested.


Secretary

Dated at CHICAGO, Illinois this

24 day of AUGUST, 2015.

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EXHIBIT D CONSENT OF ELIGIBLE MORTGAGEE

The undersigned, an Eligible Mortgagee as defined in the Declaration for the Edgewater Court Condominium Townhomes Association, hereby vote on the Amendment to the Declaration regarding leasing:

APPROVE OF THE SECOND AMENDMENT.

DO NOT APPROVE OF THE SECOND AMENDMENT.

Signed by: _____

Title: _____

Name and Address of Mortgagee (Lender):

Holder of mortgage on (Property Address):

Chicago, Illinois

NOTE: If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 30 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

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