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SECOND AMENDMENT OF THE DECLARATION OF CONDOMINIUM FOR ABBOTT COURT CONDOMINIUMS ASSOCIATION NO. III

This Second Amendment to the Declaration of Condominium (hereafter the "Declaration") for Abbott Court Condominiums Association No. III, is made and entered into this 28th day of January, 2016, by the undersigned Board of Managers and Unit Owners of condominium units in the Abbott Court Condominiums Association No. III ("Association").

This document is recorded for the purpose of amending the Declaration for the Association, which Declaration was recorded as Document No. 0704416074 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "1", which is attached hereto and made a part thereof.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, the Board of Managers has determined that the Second Amendment to the Declaration will benefit the safety and welfare of Abbott No. III;

WHEREAS, the Second Amendment has been approved by a majority of the Board of Managers and Unit Owners of the Association at a meeting held on January 28th, 2016; and

WHEREAS, Article 17 of the Declaration provides for amending the Declaration; and

WHEREAS, the Board of Managers has approved the following Second Amendment. This Second Amendment has been signed and acknowledged by the Board of Managers and Unit Owners owning at least 67% of the total ownership of the common elements have approved the change and the Secretary has mailed, by certified mail a copy of this Amendment to all mortgagees having bona fide liens of record against any unit ownership not less than ten (10) days prior to the date of the recorded Second Amendment.

NOW THEREFORE, Article 7 of the Declaration of Condominium for Abbott Court Condominiums Association No. III is hereby amended by adding the following in accordance with the text which follows:

7. Lease of Units or Sublease or Assignment of Lease Thereof. Effective March 1, 2016, except as permitted by subsection 1 through 4 of this Article 7, no Unit Owner may (a) enter into or renew any "Occupancy Arrangement" (as hereinafter defined) with respect to any Unit, or (b) allow any person who is not a Unit Owner to occupy a Unit pursuant to an Occupancy Arrangement; provided however, that the Unit Owner of a Unit on March 1, 2016 may continue to enter into or renew Occupancy Arrangements with respect to that Unit and may continue to allow persons who are not Unit Owners to occupy that Unit pursuant to Occupancy Arrangements, for as long as that Unit Owner remains the owner of that Unit. As used herein, "Occupancy Arrangement" means a lease or other agreement or arrangement, whereby a Unit

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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, in exchange or otherwise provided between the Unit Owner and the non-Unit Owner third-party.

1. Less Than 25% of Units Rented. Any Unit Owner who purchases after March 1, 2016 may enter into an Occupancy Arrangement with respect to a Unit upon receipt of written confirmation from the Board of Managers that the total number of Units then subject to Occupancy Arrangements (other than "Family Occupancy Arrangements" as defined below) is less than Twenty-Five (25%) of all Units in the Association.
2. Hardship. Any Unit Owner who purchases after March 1, 2016 may, upon receipt of the Board of Managers' prior written approval, enter into an Occupancy Arrangement with respect to a Unit for a period not to exceed one year if the existence of a Hardship Situation (as herein defined) is demonstrated to the reasonable satisfaction of the Board of Managers. As used herein, "Hardship Situation" means a situation in which an Owner has been unable to sell a Unit, despite good faith efforts to sell the Unit for more than one hundred twenty (120) consecutive days at a reasonable price through a qualified realtor, and the inability to lease the Unit will subject the Owner to financial hardship.
3. Family Occupancy Arrangement. Any Unit Owner who purchased after March 1, 2016, may enter into an Occupancy Arrangement with respect to a Unit with his/her parents, spouse, former spouse, civil partner, children (natural or adopted), grandparents, grandchildren or siblings.
4. Unit Owned or in Possession of the Association. The Association may enter into Occupancy Arrangement with respect to any Unit of which the Association is the Unit Owner or party in possession.

Except to the extent expressly set forth herein above, the remaining provisions of the Declaration shall continue in effect without change.

END OF TEXT OF AMENDMENT

BOARD MEMBER SIGNATURE PAGE

STATE OF ILLINOIS)

COUNTY OF COOK)

We, the undersigned, are a majority of the members of the Board of Managers of Abbott Court Condominiums Association No. III, and by our signatures below, we hereby execute and approve the foregoing Second Amendment to the Declaration.

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EXECUTED this 28th day of January, 2016.


Daniel Waitzman, President


Emily Waitzman, Treasurer


Kimberly Eberl, Secretary

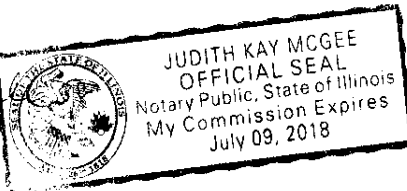

Caroline Carey, Vice President

Being a majority of the members of the Board of Managers of Abbott Court Condominiums Association No. III

I, Judith Kay McGee, Notary Public, hereby certify that on the above date the above members of the Board of Managers of Abbott Court Condominiums Association No. III, which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, they signed this instrument as their free and voluntary act and as the free and voluntary act of said Board for the uses and purposes therein set forth.

“OFFICIAL SEAL”
Notary Public, State of Illinois
My Commission Expires 7/9/2018


Notary Public Signature



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PRESIDENT'S SIGNATURE PAGE

STATE OF ILLINOIS)

COUNTY OF COOK)

I, Daniel Waitzman, am the President of the Board of Managers of Abbott Court Condominiums Association No. III, and by my signature below do hereby execute the foregoing Second Amendment to the Declaration, which amendment sets forth the amendment to Article 7 of the Declaration, which amendment has been approved by a majority of the Board of Managers.

 Daniel Waitzman, President

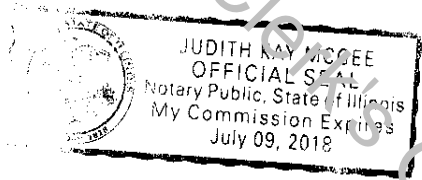
EXECUTED this 28th day of JANUARY 2016

This instrument was acknowledged before me on 1/27/2016 by

Daniel Waitzman

“OFFICIAL SEAL”
Notary Public, State of Illinois
My Commission Expires 7/9/2018


Notary Public Signature



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UNIT OWNER EXECUTION

Unit 1 and Unit G ("Unit 1")

STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned, Kimberly Eberl, the Owner of Unit 1 and Unit G in Abbott Court Condominiums Association No. III, by her signature below does hereby execute and approve the foregoing Second Amendment to the Declaration with respect to the amendment to Article 7 of the Declaration.

Kimberly Eberl Kimberly Eberl, Unit Owner (1 and G)

EXECUTED this 28th day of JANUARY, 2016

This instrument was acknowledged before me on 1/28/2016 by

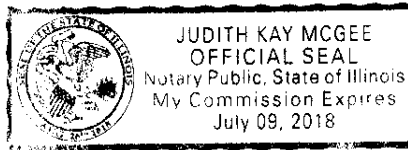
Kimberly Eberl

"OFFICIAL SEAL"

Notary Public, State of Illinois

My Commission Expires 7/9/2018

Judith Kay McGee
Notary Public Signature



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UNIT OWNER EXECUTION

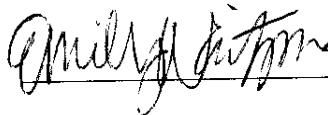
Unit Coach House ("CH")

STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned, Daniel Waitzman and Emily Waitzman, the Owners of Unit CH in Abbott Court Condominiums Association No. III, by their signatures below do hereby execute and approve the foregoing Second Amendment to the Declaration with respect to the amendment to Article 7 of the Declaration.


Daniel Waitzman, Unit Owner

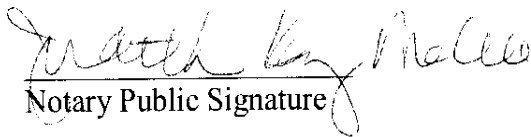

Emily Waitzman, Unit Owner

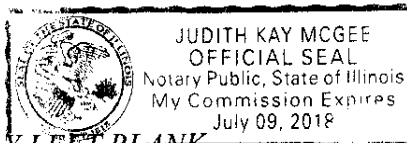
EXECUTED this 28th day of JANUARY 2016.

This instrument was acknowledged before me on 18/1/2016 by

Daniel Waitzman
Emily Waitzman

"OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Expires 7/7/2018


Notary Public Signature



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UNIT OWNER EXECUTION

Unit 2

STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned, James Donovan and Jane Donovan, the Owners of Unit 2 in Abbott Court Condominiums Association No. III, by their signatures below do hereby execute and approve the foregoing Second Amendment to the Declaration with respect to the amendment to Article 7 of the Declaration.

[Signature] ^{BY PROXY} James Donovan, Unit Owner
[Signature] ^{BY PROXY} Jane Donovan, Unit Owner

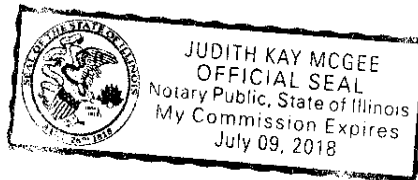
EXECUTED this 28th day of JANUARY 2016.

This instrument was acknowledged before me on 1/28/2016 by

James Donovan
Jane Donovan

“OFFICIAL SEAL”
Notary Public, State of Illinois
My Commission Expires 7/9/2018

Judith Kay McGee
Notary Public Signature



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UNIT OWNER EXECUTION

Unit 3

STATE OF ILLINOIS)

COUNTY OF COOK)

The undersigned, Caroline Carey and Tim Carey, the Owners of Unit 3 in Abbott Court Condominiums Association No. III, by their signatures below do hereby execute and approve the foregoing Second Amendment to the Declaration with respect to the amendment to Article 7 of the Declaration.

 Caroline Carey, Unit Owner

 Tim Carey, Unit Owner

EXECUTED this 28th day of January 2014.

This instrument was acknowledged before me on 1/28/2014 by

Caroline Carey
Tim Carey

“OFFICIAL SEAL”
Notary Public, State of Illinois
My Commission Expires 7/9/2016


Notary Public Signature



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EXHIBIT "1"

LEGAL DESCRIPTION

Units 1, 2, 3 and Coach House in Abbott Court Condominiums Association No. III as delineated on a Plat of Survey of the following described real estate:

LOT 8 AND THE NORTH 5 FEET OF LOT 9 IN SUBDIVISION OF THE NORTH ½ OF LOT 10 IN BICKERDIKE AND STEELE'S SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ (EXCEPT THE NORTH 20 ACRES OF THE SOUTH 50 ACRES) OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 2828-2826 N. Orchard St.

Chicago, Illinois 60657

Permanent Index Number: 14-28-115-090-1002

through and including: 14-28-115-090-1005

Property of Cook County Clerk's Office