UNOFFICIAL COPY

1617245047

FIRST AMENDMENT
TO
DECLARATION OF PARTY WALL
RIGHTS, EASEMENTS, COVENANTS,
CONDITIONS, AND
RESTRICTIONS

Doc#: 1617245047 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 06/20/2016 01:55 FM Pg: 1 of 4

This First Amendment to the Declaration of Party Wall Rights, Easements, Covenants, Conditions, and Restrictions for Kedzie Piace Townhouses, is made and entered into this 05th day of June, 2016 by the undersigned Unit Owners of townhouse units in the Kedzie Place Townhouses.

WHEREAS, by a certain Declaration of Party Wall Rights, Easements, Covenants, Conditions, and Restrictions for Kedzie Place Townhouses ti'ed in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 08068643 on November 25, 1998, (hereinafter referred to as the "Declaration"), certain real estate submitted and known as Kedzie Place Townhouses;

WHEREAS, pursuant to Sec 27 of the Illinois Condominium Property Act, this Amendent has been passed by 2/3 affirmative vote of the Unit Owners;

NOW THEREFORE, the undersigned Unit Owners do hereby consent to amend the Declaration as follows:

1. Article II-Declaration shall be amended to state: The Subject Property is hereby made subject to this Declaration as Follows:

LOT 7 (EXCEPT THE NORTH 12.53 FEET THEREOF) IN COMMISSIONER'S PARTIT ON OF THE WEST 10 ACRES OF THE SOUTH 91 7/100 ACRES OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-26-113-077-0000; 13-36-113-078-0000; 13-36-113-079-0000; 13-36-113-080-0000; 13-36-113-081-0000; 13-36-113-082-0000

2. Article VIII-Parking shall be amended to state: Unit Owner or Unit Occupant vehicles shall be parked on in the marked spaces (as evidence on the Plat of Survey recorded with the Original Declaration as document #08068643), except as otherwise provided for in this Article VIII, and described as follows:



1617245047 Page: 2 of 4

Unit A shall be assigned Parking Space #IFFICIAL COPY

Unit B shall be assigned Parking Space #P2

Unit C shall be assigned Parking Space #P1

Unit D shall be assigned Parking Space #P5

Unit E shall be assigned Parking Space #P4

No motorhomes, campers or boats which do not fit in said spaces shall be parked on the Subject Property. The Association shall have the right to establish reasonable rules and regulations governing the use of said parking spaces.

Article XI-LEASE OF UNITS shall be amended to state: Only one unit owner shall have a right to lease, or remit a subsequent sublease or assignment of, all (but not less than all) of his unit such terms and conditions as the writ owner may deem acceptable, except that only one unit shall be leased, subleased or assigned for a period of less than one year or no more than (2) years. The sole Unit Owner allowed to lease his Unit for a minimum one-year lease is based on seniority, beginning with the Unit Owner that has the oldest dated recorded deed. No Unit Owner may renew a lease after a (2) year lease period has completed unless approved by a majority affirmative vote of all unit owners. Any such lease, sublease or assignment shall be in writing. If a unit occupant other than the owner subleases or assigns a unit, a copy of such sublease or assignment shall be furnished to the board not later than the late of use and or occupancy or 10 days after execution thereof, whichever occurs first. The lessee, sublessee or assignee under each such lease, sublease or assignment shall be bound by and shall be subject to all of the nonmorcially obligations of the unit ownerlessor under this declaration and the bylaws of the Association and each such lease, sublease or assignment shall expressly so provide. The Unit Owner-lessor shall not be relieved thereby from any said obligations. No Unit Owner may lease his unit for hotel or transient purposes, unless in compliance with the terms and conditions set forth in the Rules and Regulations duly adopted by the Unit Owners. No Unit Owner may lease less than all of his Unit, unless the Unit Owner maintains occupancy of his Unit.

BYLAWS

4. Article III-Section 2 of the Bylaws shall be amended to state: <u>Special Meetings</u>. Special meetings of the members may be called by the board, the president, or not less than 60% of the unit owners. All matters to be

considered at special meetings of the members called by not less than 50% of the members shall first be submitted in writing to the board not less than 48 hours prior to the date of the special meeting of the members called to consider such matters.

- 5. Article III-Section 5 of the Bylaws shall be amended to state: Quorum. The members present at the meeting in person or by proxy, holding 80% of the votes-which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of the bylaws.
- 6. Article IV-Section 6 of the Bylaws shall be amended to state: Notice. Written notice of any special meeting of the board shall be mailed, emailed or delivered to members of the Association and all members of the Board not calling the meeting at least 48 hours prior to the date of such special meeting. Written notice of regular meetings of the Board shall be mailed, emailed or delivered to all members of the Association at least (10) calendar days prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the association with the proper postage there on paid. The business to be transacted at, or the purposes of any regular or special meeting of the Board, shall be specified in the notice. Notices of regular meeting of the board need not be served on members of the board. However, copies of said notices of meetings of the board shall be posted in entranceways or other conspicuous places in the townhomes designated by the board at least (10) calendar days prior to the meeting.
 - 7. Article IV-Section 7 of the Bylaws shall be amended to state: Quorum. Fight percent (80%) of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than eighty percent (80%) of the members of the board are present at the commencement of said meeting, the meeting shalt be adjourned and may only be called again in accordance with the provisions of these By-laws.

IN WITNESS WHEREOF, the undersigned Unit Owners have hereunto set their hands and seals

the day and date first written above.

Holls
Holly A. Dotterer
- Marie
Victor Galicia
Charles Hy Williams P
Kul
Lizette A. Williams
New Service Control of the Control o
Marcello Santiago Proano
(e), la Dinar
Kayla Janell Proano
Kayla Janell Proano
Dileep Gangolli
$\langle \cdot \rangle \langle \cdot $
Janice Mariex MacDonald M
Dileep Gangolli Janice Mariex MacDonald STATE OF ILLINOIS SS COUNTY OF COOK
COLINTY OF COOK)

I, a Notary Public, in and for the County of Cook and State of Illinois, do hereby certify that Holly A. Dotterer, Victor Galicia, Charles H. Williams II, Lizette A. Williams, Marcello Sarciago Proano, Kayla Janell Proano, Dileep Gangolli, Janice Maries MacDonald, Unit Owners in 2113 Kedzie Townhomes, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this da in person and acknowledged that they signed said instrument as their free and voluntary act for the uses and purposes therein set forth.

Notary Public

MATT V COLLINS
Official Sea!
Notary Public - State of Illinois
My Commission Expires May 11, 2020