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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/05/2016 04:40 PM PG: 1 OF 15

Michael C. Kim & Associates
19 South LaSalle Street
Suite 303
Chicago, Illinois 60603
Attn: Kristofer D. Kasten

FIRST AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS
FOR
THE 3020 NORTH SHERIDAN ROAD CONDOMINIUM

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants (hereafter the "Declaration") for the 3020 North Sheridan Road Condominium (hereafter the "Association"), which Declaration was recorded March 17, 1976 as Document No. 23418883 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 thereof.

This amendment is adopted pursuant to the provisions of Paragraph 20 of the aforesaid Declaration and Sections 17 and 27(a) of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is executed by the President of the Association or such other officer authorized by the Board of Managers of the Association (the "Board"), signed by Owners having at least three-fourths (3/4) of the total vote and certified by the Secretary of the Board, and provided further that all lien holders of record have consented in writing to such change.

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

RECORDING FEE 66.00

DATE 12/05/2016 COPIES 101

OK BY [Signature]

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WHEREAS, the Board and the Owners desire to amend the Declaration in order to restrict and limit the leasing or rental of Units with certain limited exceptions; and

WHEREAS, the amendment has been executed by the President of the Association or such other officer authorized by the Board, signed by Owners having at least three-fourths (3/4) of the total vote and certified by the Secretary of the Board, and all lien holders of record have consented in writing to the amendment, all in compliance with Paragraph 20 of the Declaration and Sections 17 and 27(a) of the Act.

NOW THEREFORE, Paragraph 17 of the Declaration is hereby amended as follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“17. Sale or Lease by a Unit Owner—First Option to Association.

(a) If any Unit Owner other than the Trustee shall desire at any time to sell or lease his Unit (which Unit, together with his respective percentage of ownership interest in the Common Elements, is herein sometimes referred to as “Unit Ownership”),...

(b)(i) Notwithstanding Paragraph 17(a) hereof, in no event shall more than two (2) Units (Unit Ownerships) be leased or rented at any given time, except as herein provided below. All leases or rentals shall be written and shall be for a term of twelve (12) months, not less or more. A Unit Owner who is permitted to lease or rent his Unit under the two (2) Unit limit shall lease or rent his/her Unit for no more one (1) twelve (12) month terms, except as herein provided below.

(ii) The Board shall provide notice to all Unit Owners at least sixty (60) days prior to the expiration of a lease for a Unit leased or rented under the two (2) Unit limit. Unit Owners who wish to lease or rent their Unit shall submit an application to lease to the Board within seven (7) days after the notice from the Board. The Board will then hold a special meeting, at which the Board will approve the Unit Owner(s) who will be permitted to lease his/her Unit. In the event that more Unit Owners submit applications to lease than there are available leasing openings, then the Unit Owner(s) who will be permitted to lease or rent shall be determined by lot (e.g. the names of the owners who wish to lease shall be placed in an opaque container and the name that is drawn by a person designated by the President will be permitted to lease). The determination of who will be permitted to lease under the two (2) Unit limit will take place at least 45 days prior to the expiration of the then current lease(s). Upon the expiration of the twelve (12) month term, the option to lease under the two (2) Unit limit shall be given to other Unit Owners first before the leasing Unit Owner is permitted to lease his/her Unit again under the two (2) Unit limit. In the event that, upon expiration of the twelve (12) month term, no other Unit Owner wishes to lease or rent his/her Unit at that time, then the leasing Unit Owner may renew the expiring lease for another twelve (12) month term. In the event that the current leases for both Units leased or rented under the two Unit limit expire at the same time and only one other Unit Owner wishes to lease or rent his/her Unit, then the current leasing Unit Owner who may renew

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his/her lease for an additional twelve (12) month term shall be determined by lot (e.g. the names of the two leasing owners shall be placed in an opaque container and the name that is drawn by a person designated by the President is permitted to lease or rent).

(iii) In the event that the two (2) Unit limit for leasing or renting has been reached, and to meet special situations and to avoid undue hardship or practical difficulties, the Association¹ (by way of vote of the Unit Owners) may, but is not required to, grant permission to a Unit Owner to lease or rent his Unit to a specified lessee for a single period of twelve (12) consecutive months and on such other reasonable terms as the Board may establish. Such permission may be granted by the Association (by way of vote of the Unit Owners) only upon the written application by the Unit Owner to the Board. Within ten (10) days of the submission of the written application, the Board shall issue notice of a Unit Owner meeting to be held not less than 10 nor more than 30 days thereafter. A Unit Owner will be granted a hardship exception upon the affirmative vote of at least 75% of the total vote in the Condominium.

(iv) The provisions of Paragraph 17(b)(i) shall not apply to the rental or leasing of Units by the Association through its Board of Directors/Managers or by a mortgagee who obtains title through foreclosure or deed in lieu of foreclosure.

(v) The number of tenants who may occupy a Unit pursuant to a permitted lease or rental shall be in compliance with any applicable ordinance, code and/or regulation of the City of Chicago.

(vi) Any lease or rental of a Unit or Unit Ownership in violation hereof is null and void, provided, however, that any occupant who is occupying a Unit or Unit Ownership in violation hereof shall be subject to this Declaration, By-Laws and all the rules and regulations of the condominium association during the term of his occupancy.

(vii) Copies of all leases in effect must be submitted to the Board within thirty (30) days of the effective date of this Amendment. All leases permitted by this Paragraph 17(b) shall be subject to the terms of the Declaration and the rules established by the Board. The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

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(viii) The Board shall have the authority to adopt rules and regulations relating to the administration and enforcement of this Paragraph 17(b).

(ix) Any Unit Owner who is leasing his/her Unit on the date of the recording this Amendment shall be permitted to continue to lease his/her Unit for a period of two (2) years after the date on which this Amendment is recorded; upon the expiration of said two (2) year period, said Unit Owner shall only be permitted to lease his/her Unit subject to the two (2) Unit limit as provided in this Paragraph 17(b)."

NOW, THEREFORE, the first paragraph of Paragraph 18 of the Declaration is hereby amended as follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"18. Use and Occupancy Restriction. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be occupied by the Owner and his/her immediate family ("immediate family" shall mean said Owner's spouse, sibling, child, parent, grandparent, or any one or more of them); with respect to Units owned by a corporation, a partnership, or limited liability company, or if the beneficiary of a trust holding legal title to a Unit is a corporation, partnership, or limited liability company, such Unit shall be occupied by a shareholder of such corporation, partner of such partnership, member of such limited liability company, such shareholder's, partner's, or member's spouse, sibling, child, parent, grandparent, or any one or more of them. Each Unit shall be used as a residence for a single family, or by a maximum of three unrelated persons if leased pursuant to 17(b) of this Declaration, or such other uses permitted by this Declaration and for no other purposes. The foregoing restriction as to residence shall not, however, be construed in such a manner as to prohibit a Unit Owner or other lawful occupant from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions..."

EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREINABOVE, THE REMAINING PROVISIONS OF THE DECLARATION SHALL CONTINUE IN EFFECT WITHOUT CHANGE.

END OF TEXT OF AMENDMENT

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I Karin Jacobson, am the President of the Board of Managers of 3020 North Sheridan Road Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 14 day of November, 2018.
KJ

BY: *Karin Jacobson*
President

Property of Cook County Clerk's Office

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CERTIFICATION AS TO OWNER APPROVAL

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, PHILIP K. CADE, state that I am the Secretary of the Board of Managers of 3020 North Sheridan Road Condominium Association, an Illinois not-for-profit corporation and condominium, and as such Secretary and the keeper and custodian of the books and records of said Condominium, I hereby certify that the persons whose names are subscribed to the foregoing instrument represent Owners having at least three-fourths (3/4) of the total vote in the Condominium.

BY: Philip K. Cade
 Secretary

DATE: Nov. 8, ~~2013~~ 2016

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

WE, THE UNDERSIGNED, constituting unit owners having at least three-fourths (3/4) of the total vote in the 3020 North Sheridan Road Condominium Association, on behalf of ourselves and our respective successors and assignees in title, hereby declare that we have received the foregoing Amendment, understand its contents and effect, and hereby give our approval of said Amendment by our signatures below pursuant to Paragraph 20 of the Declaration (this document may be executed in counterparts for the convenience of the parties):

<u>JACK CALABRO</u> Owner's Printed Name	<u>[Signature]</u> Owner's Signature	<u>1N</u> Unit No. and Address
_____ Co-Owner's Printed Name	_____ Co-Owner's Signature	<u>11.74%</u> % Ownership in Common Elements

_____ Owner's Printed Name	_____ Owner's Signature	_____ Unit No. and Address
_____ Co-Owner's Printed Name	_____ Co-Owner's Signature	_____ % Ownership in Common Elements

_____ Owner's Printed Name	_____ Owner's Signature	_____ Unit No. and Address
_____ Co-Owner's Printed Name	_____ Co-Owner's Signature	_____ % Ownership in Common Elements

_____ Owner's Printed Name	_____ Owner's Signature	_____ Unit No. and Address
_____ Co-Owner's Printed Name	_____ Co-Owner's Signature	_____ % Ownership in Common Elements

_____ Owner's Printed Name	_____ Owner's Signature	_____ Unit No. and Address
_____ Co-Owner's Printed Name	_____ Co-Owner's Signature	_____ % Ownership in Common Elements

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

WE, THE UNDERSIGNED, constituting unit owners having at least three-fourths (3/4) of the total vote in the 3020 North Sheridan Road Condominium Association, on behalf of ourselves and our respective successors and assignees in title, hereby declare that we have received the foregoing Amendment, understand its contents and effect, and hereby give our approval of said Amendment by our signatures below pursuant to Paragraph 20 of the Declaration (this document may be executed in counterparts for the convenience of the parties):

<u>Nicholas Stephanopoulos</u> Owner's Printed Name	<u>[Signature]</u> Owner's Signature	<u>3018 N. Sheridan, # 15</u> Unit No. and Address
_____ Co-Owner's Printed Name	_____ Co-Owner's Signature	<u>.1159</u> % Ownership in Common Elements

_____ Owner's Printed Name	_____ Owner's Signature	_____ Unit No. and Address
-------------------------------	----------------------------	-------------------------------

_____ Co-Owner's Printed Name	_____ Co-Owner's Signature	_____ % Ownership in Common Elements
----------------------------------	-------------------------------	-----------------------------------------

_____ Owner's Printed Name	_____ Owner's Signature	_____ Unit No. and Address
-------------------------------	----------------------------	-------------------------------

_____ Co-Owner's Printed Name	_____ Co-Owner's Signature	_____ % Ownership in Common Elements
----------------------------------	-------------------------------	-----------------------------------------

_____ Owner's Printed Name	_____ Owner's Signature	_____ Unit No. and Address
-------------------------------	----------------------------	-------------------------------

_____ Co-Owner's Printed Name	_____ Co-Owner's Signature	_____ % Ownership in Common Elements
----------------------------------	-------------------------------	-----------------------------------------

_____ Owner's Printed Name	_____ Owner's Signature	_____ Unit No. and Address
-------------------------------	----------------------------	-------------------------------

_____ Co-Owner's Printed Name	_____ Co-Owner's Signature	_____ % Ownership in Common Elements
----------------------------------	-------------------------------	-----------------------------------------

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

WE, THE UNDERSIGNED, constituting unit owners having at least three-fourths (3/4) of the total vote in the 3020 North Sheridan Road Condominium Association, on behalf of ourselves and our respective successors and assignees in title, hereby declare that we have received the foregoing Amendment, understand its contents and effect, and hereby give our approval of said Amendment by our signatures below pursuant to Paragraph 20 of the Declaration (this document may be executed in counterparts for the convenience of the parties):

PIPERT T. GORSUCH

[Signature]

3020 N. Sheridan #12N

Owner's Printed Name

Owner's Signature

Unit No. and Address

Wesley Wedemeyer

[Signature]

.1130

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

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REFERENCE: RENT RESTRICTION AMENDMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

WE, THE UNDERSIGNED, constituting unit owners having at least three-fourths (3/4) of the total vote in the 3020 North Sheridan Road Condominium Association, on behalf of ourselves and our respective successors and assignees in title, hereby declare that we have received the foregoing Amendment, understand its contents and effect, and hereby give our approval of said Amendment by our signatures below pursuant to Paragraph 20 of the Declaration (this document may be executed in counterparts for the convenience of the parties):

PHILIP KADINSKY - CADE

Owner's Printed Name

P. K. Cade

Owner's Signature

UNIT # 25 / ADDRESS 3018 N. SHERIDAN RD, APT 25 CHICAGO IL 60657

Unit No. and Address

ANNETTE J. CADE

Co-Owner's Printed Name

Annette J. Cade

Co-Owner's Signature

11.30 %
% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

WE, THE UNDERSIGNED, constituting unit owners having at least three-fourths (3/4) of the total vote in the 3020 North Sheridan Road Condominium Association, on behalf of ourselves and our respective successors and assignees in title, hereby declare that we have received the foregoing Amendment, understand its contents and effect, and hereby give our approval of said Amendment by our signatures below pursuant to Paragraph 20 of the Declaration (this document may be executed in counterparts for the convenience of the parties):

Karin A. Jacobson
Owner's Printed Name

K. Jacobson
Owner's Signature

3020 N. Sheridan # 3N
Unit No. and Address

Robert R. Seeman
Co-Owner's Printed Name

Robert Seeman
Co-Owner's Signature

.1145
% Ownership in
Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in
Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in
Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in
Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in
Common Elements

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

WE, THE UNDERSIGNED, constituting unit owners having at least three-fourths (3/4) of the total vote in the 3020 North Sheridan Road Condominium Association, on behalf of ourselves and our respective successors and assignees in title, hereby declare that we have received the foregoing Amendment, understand its contents and effect, and hereby give our approval of said Amendment by our signatures below pursuant to Paragraph 20 of the Declaration (this document may be executed in counterparts for the convenience of the parties):

Jennifer M. Keller
Owner's Printed Name

Jennifer M. Keller
Owner's Signature

Unit-3 South 3018 N. Sheridan Rd
Unit No. and Address Chgo. IL 60657

Co-Owner's Printed Name

Co-Owner's Signature

.1145
% Ownership in
Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in
Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in
Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in
Common Elements

Owner's Printed Name

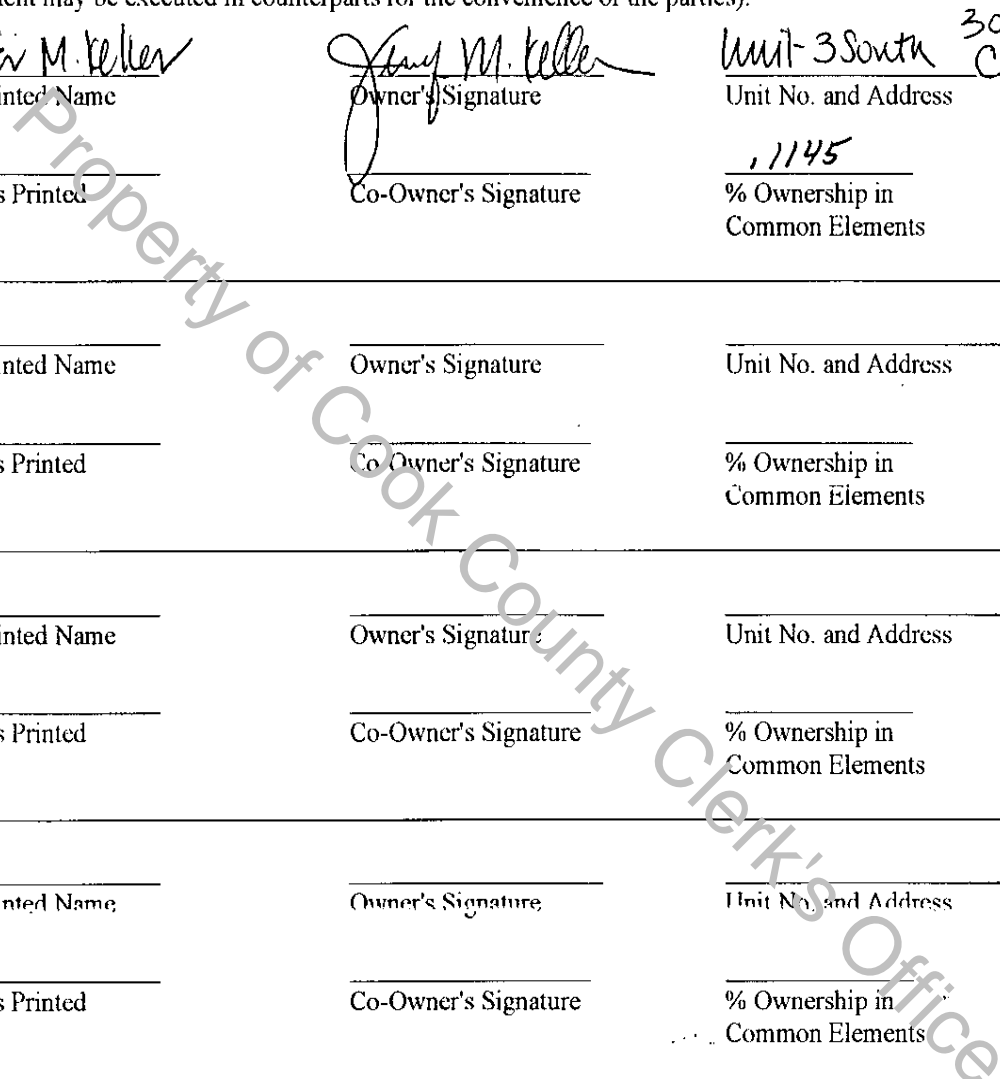
Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in
Common Elements



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STATE OF ILLINOIS)
)
COUNTY OF COOK)

WE, THE UNDERSIGNED, constituting unit owners having at least three-fourths (3/4) of the total vote in the 3020 North Sheridan Road Condominium Association, on behalf of ourselves and our respective successors and assignees in title, hereby declare that we have received the foregoing Amendment, understand its contents and effect, and hereby give our approval of said Amendment by our signatures below pursuant to Paragraph 20 of the Declaration (this document may be executed in counterparts for the convenience of the parties):-

Kenneth Scott

Kenneth Scott

4N 3020N. Sheridan

Owner's Printed Name

Owner's Signature

Unit No. and Address

Anne Gottschalk

Anne Gottschalk

.1202

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

Owner's Printed Name

Owner's Signature

Unit No. and Address

Co-Owner's Printed Name

Co-Owner's Signature

% Ownership in Common Elements

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CERTIFICATION AS TO CONSENT OF LIEN HOLDERS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, PHILIP K. CADE, the Secretary of the Board of Managers of 3020 North Sheridan Road Condominium Association, an Illinois not-for-profit corporation and condominium, and as such Secretary and the keeper and custodian of the books and records of said Condominium, I hereby certify, that pursuant to Paragraph 20 of the Declaration of Condominium Ownership for said condominium, written consent to the foregoing amendment of all lien holders of record was obtained prior to the date of this Certification.

BY: *Philip K. Cade*
Secretary

DATE: Nov 16, 2015 2016

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EXHIBIT A

LEGAL DESCRIPTION

The South 1-1/2 inches of Lot 2 and all of Lot 3 in the Subdivision of Lots 27, 28, 29 and 30 (except that part of Lot 27 taken for Lake View Avenue) in Culver's Addition to Chicago, being a Subdivision of the South 20 rods of the North 60 rods and the South 1/4 of the North East 1/4 of the North West 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 3020 North Sheridan Road
Chicago, IL

PINS 14-28-109-035-1001 – GN
14-28-109-035-1002 – 1N
14-28-109-035-1003 – 2S
14-28-109-035-1004 – 2N
14-28-109-035-1005 – 2S
14-28-109-035-1006 – 3N
14-28-109-035-1007 – 3S
14-28-109-035-1008 – 4N
14-28-109-035-1009 – 4S

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