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AND AFTER RECORDING, MAIL TO:

Law Offices of Jason M. Chmielewski
Jason M. Chmielewski, Esq.
10 S. LaSalle Street, Suite 3500
Chicago, Illinois 60603



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/13/2016 02:02 PM PG: 1 OF 7

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR TUXEDO FLATS CONDOMINIUM ASSOCIATION

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Tuxedo Flats Condominium (hereafter the "Declaration") for the Tuxedo Flats Condominium Association, (hereafter the "Association"), which Declaration was recorded on April 25, 1997 as Document Number 97289524 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.

WITNESSTH:

WHEREAS, the Board of Directors and Unit Owners desire to adopt this First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Tuxedo Flats Condominium (hereafter the "First Amendment") to restrict Residential Unit Ownership and leasing at the Association; and

WHEREAS, pursuant to Section 17 of the Declaration, the Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by an instrument in writing setting forth such modification and acknowledged by the President or Vice President of the Board, and approved by the Unit Owners, having in aggregate, at least sixty seven percent (67%) of the vote at a meeting called for that purpose; provided, however, that (i) all first Mortgagees have been notified by certified mail of any change, modification or rescission, (ii) an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument, (iii) any provisions of the Declaration which specifically grant rights to First Mortgagees, Insurers or Guarantors may be amended only with written consent of all such First Mortgagees, Insurers or Guarantors, except in those instances in which the approval of less than all First Mortgagees is required.

WHEREAS, the Unit Owners held a meeting on October 24, 2016 and, pursuant to the provisions of the Section 17 of the Declaration, voted to amend Section 7 of the Declaration related to the leasing of Units as contained herein;

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

WHEREAS, an Affidavit signed by the Secretary of the Association is attached hereto as Exhibit B certifying that all First Mortgagees been given notice of the Amendment by certified mail.

NOW, THEREFORE, the Association hereby declares that the Declaration shall be amended as follows:

Section 7 of the Declaration be and is hereby amended by adding the following language to the end of the Article as follows:

Notwithstanding any foregoing provisions of this Declaration to the contrary, the rental, leasing or sub-leasing of Units is limited to a total of one (1) of the six (6) units or sixteen-point sixty-seven percent (16.67%) of the Units in the Building. All other Units must be owner occupied, effective with the recording of this Amendment. Those Units that are leased as of the effective date of this Amendment may continue until the expiration of the lease in effect prior to the date of recording of the Amendment. Upon such occurrence, or with respect to those Units not leased on the effective date of this Amendment, the following provisions shall apply:

(a) **Review of Lease.** Prior to submitting any lease for the Board to review, the Unit Owner shall pay a non-refundable two hundred dollar and no/100 cents (\$200.00) fee, which fee may be increased at the discretion of the Board pursuant to Section (b) contained herein. The Board shall not approve or disapprove any proposed lease until such administrative fee is paid, which payment shall be made the operating account of the Tuxedo Flats Condominium. Once said administrative fee is remitted, the Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein. To be a valid Lease, the lease must be in writing, and be for a duration of at least 12 months and no more than 24 months. The proposed tenant must also have provide written evidence to the Board within five days of execution of the proposed lease of a FICO score of at least 650 for the proposed tenant. Evidence of the permitted tenant FICO score may be provided in either a FICO credit score report from Experian, Equifax or Transunion. All signed leases must also contain at least one month's security deposit. The signed lease must also contain the provision: **"The tenant and / or the Unit owner under this lease shall abide by the Declaration, By-Laws or Rules and Regulations of the Association ("Governing Documents") and such failure may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors with 30 days notice. Both the unit Owner and the tenant hereby agree that they may be jointly and severally be liable for violations of such Governing Documents."**

(b) The Board shall have the authority to adopt reasonable rules and regulations concerning the order of priority in which the Units may be leased.

(c) Once a Unit that is leased out reverts to resident owner status, or the Owner sells the Unit or otherwise indicates that the Unit will no longer be leased, the name on the waiting list for the longest period of time shall have the first opportunity to lease their Unit. That Owner will be given thirty (30) days to indicate whether they intend to lease out their

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Unit. That Owner will then have an additional thirty (30) days to present a signed lease to the Board, otherwise the right to lease shall pass to the next Owner on the waiting list. Should no owners on the waiting list be able to produce a lease within the above time frame, the current owner leasing their unit will be allowed to continue doing so if they are able to produce a signed lease.

(d) Occupancy of a Unit by a blood relative(s) of a Unit Owner without the Unit Owner being a resident, shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. A blood relative is defined as a parent, child (natural or adopted), grandparent, grandchild or sibling of a Unit Owner.

(e) Hardship: If a hardship (to be defined to include, but not limited to, a job transfer, disability, prolonged health issue, death of an immediate family member or a sabbatical), as determined by the Board of Managers, exists, the Unit Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:

(i) The Unit Owner must submit a request in writing to the Board of Managers requesting a not less than twelve (12) consecutive month's hardship waiver of this paragraph, setting forth the reasons why they are entitled to same. The Board shall respond to each application in writing within thirty (30) days of the submission thereof.

(ii) If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant such hardship waiver. Any lease entered into shall be in writing and for a period of not less than twelve (12) consecutive months. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Declaration, By-Laws or Rules and Regulations (the "Governing Documents") of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final. The Board's decision shall be final and binding.

(iii) In the event a Unit Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

(h) The Board of Managers of the Association shall have the right to lease any Association owned Units or any Unit which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

(i) Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Managers may be subject to a flat or daily fine to be determined by the Board of Managers upon notice and an opportunity to be heard.

(j) In addition to the authority to levy fines against the Unit owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit owner and/or tenant, under 735 ILCS 5/9 et, seq., an action for injunctive and other equitable relief, or an action at law

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for damages.

(k) Any action brought on behalf of the Association and/or the Board of Managers to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(l) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(m) Copies of all leases must be submitted to the Board at least ten (10) days prior to the occupancy by the proposed tenant. As part of such lease delivery, the Unit Owner leasing the Unit Ownership shall also deliver to the Board a forwarding address, telephone number and, if applicable facsimile number where such Unit Owner can be reached. The Unit Owner leasing the Unit Ownership shall update such contract information from time to time as such contact information changes.

(n) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors along with the copy of the lease.

(o) A Unit Owner may only lease that Unit Owner's Unit after the Unit Owner has occupied the Unit for at least twenty-four (24) consecutive months. The Board may not approve any proposed lease by a Unit Owner until the time that the Unit Owner has occupied the Unit as required under this Section (o).

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.

[SIGNATURE PAGE TO FOLLOW]

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APPROVED THIS 5 DAY OF DECEMBER, 2016.

**TUXEDO FLATS CONDOMINIUM
ASSOCIATION**

By: [Signature]
Its President

ATTEST:

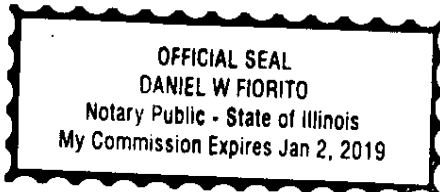
By: [Signature]
Treasurer

By: [Signature]
Secretary

Subscribed and Sworn to before me this 5th day
of December, 2016

[Signature]

Notary Public



CLERK'S OFFICE OF COOK COUNTY

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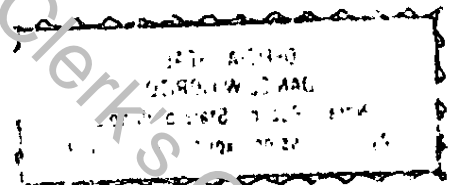
EXHIBIT A

LEGAL DESCRIPTION

UNITS 1-N, 2-N, 3-N, 1-S, 2-S, 3-S, GU-1, GU-2, GU-3, AND PU-1, IN TUXEDO FLATS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THE SOUTH 20 FEET OF LOT 12, AND THE NORTH 20 FEET OF LOT 13 IN BLOCK 3 IN THE NORTHWEST LAND ASSOCIATION SUBDIVISION OF THAT PART OF THE EAST ½ OF THE NORTHEAST ¼, OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4739-41 NORTH MAPLEWOOD AVENUE, CHICAGO, ILLINOIS.

PINS: 13-13-205-039-1001, 13-13-205-039-1002, 13-13-205-039-1003, 13-13-205-039-1004, 13-13-205-039-1005, 13-13-205-039-1006, 13-13-205-039-1007, 13-13-205-039-1008, 13-13-205-039-1009, 13-13-205-039-1010



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EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Patricia VanHouten, do hereby certify that I am the duly elected and qualified Secretary for the Tuxedo Flats Condominium 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 Tuxedo Flats Condominium Association, was duly approved by at least sixty seven percent (67%) of the Owners, in accordance with the provisions of Section 17 of the Declaration and that notice of such Amendment was sent via certified mailing to all First Mortgagees.

Patricia VanHouten
Secretary
05 Dec 2016

Patricia VanHouten

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