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FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE 2510 NORTH KEDZIE CONDOMINIUM ASSOCIATION



Doc# 1803029085 Fee \$52.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/30/2018 03:54 PM PG: 1 OF 8

This document is recorded for the purpose of amending the Declaration of Condominium (hereafter the "Declaration") for the 2510 North Kedzie Condominium Association (hereafter the "Association"),

Which Declaration was recorded on April 3, 1997, as Document Number 97231868 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 amend the Declaration to restrict leasing in the Association, allow for electronic notice, and modification of certain other provisions; and

WHEREAS, pursuant to Article XVII, Paragraph F (Article 17-F) of the Declaration, except as herein otherwise provided, the provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit. Except as herein otherwise provided (and except for amendments made pursuant to paragraph G), other provisions of this Declaration may be amended, changed or modified, upon approval by all members of the Board and at least seventy-five percent (75%) of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by an authorized officer of the Board and containing an affidavit by an officer of the Association certifying that (i) at least sixty-seven (67%) of the Unit Owners approved such amendment, change or modification and (ii) a copy of the amendment, change or modification has been mailed by certified mail to all mortgages having bona fide liens of record against any Unit, not less than ten (10) days prior to date of such affidavit.

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

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The approval of eligible First Mortgagees (i.e. First Mortgagees who have requested that the Association notify them of amendments affecting the matters described in 1 through and including 16 below) of fifty-one (51%) (by percentage ownership) of Unit which are subject to a mortgage or trust deed shall be required to materially amend any provisions of the Declaration or Bylaws or to add any material provision thereto, which establish, provide for, govern or regulate any of the following:

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 unit owner meeting called for such purpose, by at least a majority of the board members having at least a majority vote, as evidenced by the Affidavit; and

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto as Exhibit C certifying that a complete copy of the notice of special unit owner meeting and First Amendment, has been provided to all Unit Owners via personal delivery or mail to their last known address of record, and that the notice of special Unit Owner meeting and First Amendment was 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.

APPROVED THIS DAY 14th OF December, 2017

2510 NORTHE KEDZIE CONDOMINIUM ASSOCIATION:

By: Edward Craft
Its president (signed)

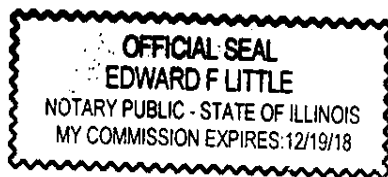
By: Edward Craft
Its president (printed)

By: Rosemary Buckley
Its secretary (signed)

By: Rosemary Buckley
Its secretary (printed)

Subscribed and Sworn to before me this 14th day of December, 2017.

Edward F. Little
Notary Public



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NOW, THEREFORE, the Association hereby declares that Article XIII (c) is amended striking and deleting the language requiring the “annual meeting to be on the First Wednesday in November.” Article XIII (c) shall be amended further expressly stating that, “The Annual Meeting shall be once per year, at a date, time and location convenient to the membership. However, it shall take place no later than December to ensure the Unit Owners have timely notice of the Budget and any increased assessments due in the following year.”

Article XIII (d), entitled Special Meetings, is modified to state, “Special Meetings (of the Board/Unit Owners) of the voting members shall be called providing notice to Unit Owners via; personal delivery, regular mail to their last known address or by 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.”

Article XIII (e), entitled Notice of Meetings, is modified to state, “Notices of meetings (regular Board/Unit Owner) of the voting members shall be called providing notice to the Unit Owners via; personal delivery, regular mail to their last known address or by written, 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.”

Article XV (h) is amended striking and deleting the language requiring the “Unit Owner to remove the pet upon three (3) days written notice by the Board.” Article XV (h) shall be amended further expressly stating that, “the Unit Owner shall remove the pet upon ninety (90) days written notice by the Board.”

Article XV (q) is hereby deleted in its entirety.

Article XVII (q) is hereby amended confirming the vote requirement to approve any amendment is Fifty-one (51%) percent.

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The Association hereby declares that Article XVII (p) of the Declaration be and is hereby entitled, "Leasing", is amended to state as follows:

14.7. (A) No Unit shall be leased, subleased or assigned for less than thirty (30) days. This shall apply to the Unit Owner, and any agreement with a third party rental company including but not limited to; Airbnb, Vrbo, Flipkey, Homeaway and other similar companies and organizations. This thirty (30) day rental limitation is not cumulative; i.e. a three (3) day rental eleven (11) times throughout the year shall not satisfy the thirty (30) days rental limitation. Any such lease, sublease or assignment 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, sublease or assignment shall be subject to the terms of this Declaration and that any of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. The Unit Owner making any such lease, or permitting such sublease or assignment 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, sublessee or assignee, the Association may seek to enjoin a lessee, sublessee or assignee from occupying a Unit or seek to evict a lessee, sublessee or assignee 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) 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) Occupancy shall be limited to the number of individuals allowed by the Chicago Housing Ordinance, which is incorporated herein by this reference. The lease shall conform to the Chicago Residential Landlord Tenant Ordinance ("RLTO").

(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 Article XVII. 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.

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.

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(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.

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

(D) 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.

(E) The foregoing provisions of this Article do not apply to Units leased by the Association pursuant to the Declaration.

(F) Remedies. In the event that the Owner fails to comply with the leasing requirements, the Association may seek to evict a tenant from the 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 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.

(G) 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.

(H) 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.

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EXHIBIT A LEGAL DESCRIPTION

TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS; IN 2510 NORTH KEDZIE CONDOMINIUM ASSOCIATION; AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97231868; LOTS 21 AND 22 IN BLOCK 6 IN THE SUBDIVISION OF 39 ACRES ON THE EAST SIDE OF AND IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED

PROPERTY ADDRESS: 2510 N. KEDZIE, CHICAGO, ILLINOIS 60647
UNITS; 1N, 1S, 2N, 2S, 3N, AND 3S

PARKING UNITS; P1, P2, P3, P4, P5, P6, P7, P8, P9, P10, P11, AND P12

PINS: 13-26-422-032-1001 THROUGH 13-26-422-032-1018

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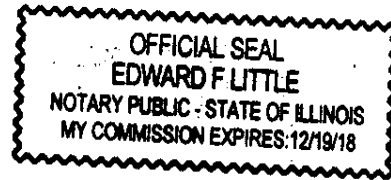
EXHIBIT B CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Rosemary Buckley, do hereby certify that I am the duly elected and qualified Secretary for the 2510 N. Kedzie 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 2510 N. Kedzie Condominium Association, was duly approved by at least seventy-five percent (75%) of the Unit Owners, in accordance with the provisions of Article XVII of the Declaration.

Rosemary Buckley
Secretary

Subscribed and Sworn to before me
this 14th day of December, 2017.

Edward F. Little
Notary Public



COOK County Clerk's Office

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EXHIBIT C AFFIDAVIT AS TO MORTGAGEE/OWNER NOTIFICATION

I, Edward Craft, do hereby certify that I am the duly elected and qualified ~~Secretary~~ ^{President} for the 2510 N. Kedzie Condominium Association, and as such ~~Secretary~~ ^{President} I am the keeper of the books and records of the Association. I further certify that the attached Amendment to the Declaration for the 2510 N. Kedzie Condominium Association was mailed to all first mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this Affidavit, via certified mail, with return receipt requested.

I further certify that the attached notice of special board meeting and Amendment to Declaration was mailed to the last known address of all offsite unit owners of record, and personally delivered to all onsite unit owners of record, as well as posted conspicuously throughout the Association's (front lobby, elevator, garage, etc.) no less than ten (10) days prior to the date of the special board meeting.

I also certify that a copy of the attached notice of special unit owner meeting was delivered to each unit owner residing within the Association's property by either placing the notice under the unit's front door or by handing the notice to the unit owner residing therein, or another individual beyond thirteen (13) years of age residing therein.

Edward Craft
~~Secretary~~ ^{President}

Subscribed and Sworn to before me
this 14th day of December, 2017.

Edward F. Little
Notary Public

