

# UNOFFICIAL COPY

**FIRST AMENDMENT TO THE  
DECLARATION OF THE  
3057 NORTH CLYBOURN  
CONDOMINIUM  
ASSOCIATION**

**Commonly known as:**

**3057 North Clybourn, Chicago, IL**

Prepared by and mail to:

James R. Stevens  
Chuhak & Tecson, P.C.  
30 S. Wacker Drive, 26<sup>th</sup> Floor  
Chicago, Illinois 60606



Doc# 1806815171 Fee \$62.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/09/2018 03:00 PM PG: 1 OF 13

This First Amendment to the Declaration of Covenants and Easements of the 3057 North Clybourn Condominium Association is made and entered into this August 5, 2016 by the 3057 North Clybourn Condominium Association, with the approval of more than 67% of the Units of the Association, with due notice per the terms of the Declaration and Bylaws to First Mortgagees;

WHEREAS the Board of Directors has called a meeting of the Board to execute the amendment after approval by the Members and has obtained the consent or approval of Members and/or Unit Owners at a special meeting of the Members duly called for the purpose to approve an amendment to the Declaration to restrict the ability of Unit Owners and/or Members to rent or lease their individual Condominium Units, such meeting of the Board and of the Members called per the terms of the Declaration and Bylaws, with due notice, and notice to the First Mortgagees made per the terms of the Declaration and Bylaws;

WHEREAS the Unit Owners and/or Members, consenting in favor of this Amendment, having more than 67% of the Units consenting in favor per Section 16.06 of the Declaration, and per Section 16.08, notice having been given to First Mortgagees not less than ten days after Owner approval;

The 3057 North Clybourn Condominium Association hereby amends its Declaration, recorded as Document 0702209024 on January 22, 2007 at the Cook County Recorder of Deeds, as follows:

The text of Article XIV, Section 14.02 of the Declaration shall be repealed and removed in its entirety. In its place, the following language shall be added and shall constitute the entirety of the Section:

**Article XIV, Section 14.02**

(a) **General Terms:** The Units shall be used only for residential purposes, as a private residence, and no professional business or commercial use shall be made of the same, or any portion thereof nor shall any resident's use of a Unit endanger the health or disturb the reasonable enjoyment of any other Owner or Occupant, and provided further, that the Unit restrictions contained in this Section shall be not construed in such a manner

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CRD REVIEW

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as to prohibit an Owner or Occupant from (a) maintaining his 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. Unit Owners may rent their units, but such rental is subject to the restrictions contained in this Declaration.

(b) **Restrictions on Leasing.** Each Owner shall occupy and use his or her Condominium Unit as a private dwelling. At any given time, no more than thirty-six percent (36%) of the Units (not by percentage ownership) may be leased. For purposes of this Section, leasing to a member of the Owner's immediate family, which shall be defined as an Owner's children, grandchildren, siblings or parents, shall not be prohibited or restricted by the Association. Owners may request exception for additional family members, which shall be granted in the sole discretion of the Board provided that the Owner demonstrates that the member is part of the Owner's family and that the lease is not made solely for financial profit.

(c) **Grandfathered Existing Owner/Investors.** Provided the Owner is in compliance with the other provisions of this Section 14.02, this Section shall not apply to any Condominium Units which are not Owner occupied as of the effective date of this Amendment and for which a current lease is on file with the Association. Such Condominium Units may continue to be leased to the present tenant but subject to the cap stated in Paragraph (b), provided all other rules and regulations are followed. In the event that excepting present valid rentals results in excess units above the cap in Paragraph (b) above being rented, such rentals may continue until the lease existing at the time of this amendment's recording terminates. However, when the ownership of such Condominium Units grandfathered by this provision are conveyed, sold, transferred or otherwise hypothecated, or when the lease active and existing at the time this Amendment is recorded terminates by its existing terms, without regard to renewal, the restrictions and prohibitions contained in Paragraph (b) of this Section shall apply to any future Owner or Lessee.

(d) **Hardship and Waiver Provisions.** In the event that an Owner, due to justifiable cause constituting a hardship or other circumstances, in the sole discretion of the Board, shall be unable to occupy the Condominium as an owner based on said hardship or other circumstance desires to lease said Condominium Unit, the Owner shall make application to the Board which may, by majority vote, grant to the Owner an exception to the above leasing restriction, upon such conditions as the Board may determine in its sole discretion or may establish and uniformly apply. Owners are only eligible for one (1) hardship or other circumstance exception during his/her ownership of a Condominium, but may apply to the Board of Directors for further exception that shall be granted in the sole discretion of the Board of Directors. If permitted by exception or hardship, or as applicable to leases existing at the time of this Amendment, any Unit Owner shall have the right to lease, or permit a sublease or assignment of all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem acceptable, except that no Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service and maid service) are furnished or for transient vacation rental services. Any such lease,

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sublease or assignment shall be in writing, a copy of which must be delivered to the Association, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration and that any failure 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. Any leasing allowed for a hardship or other circumstance exception shall be for a lease term of one (1) year which may renew for one subsequent term; hardship or exception leasing cannot exceed two (2) years total. Owners wishing to continue to rent may apply to the Board for one (1) year extensions, which shall be granted in the sole discretion of the Board. The Board may consider the length of time that an Owner has owned or resided in their unit in determining the sufficiency or necessity for a hardship or other circumstance exception, in the Board's sole discretion.

(e) **Association Leases.** The Association shall be exempt from any leasing restrictions under this Section in the event the Association takes possession of any Condominium pursuant under Article IX of the Code of Civil Procedure (735 ILCS 5/9-101 et. seq.) and chooses, at its sole discretion, to lease any Condominium for the purposes of collecting common expenses. Any Association lease shall not affect the cap in Section 7(b).

(f) **General Provisions.** Any Owner leasing his or her Condominium shall deliver a copy of the signed lease to the Board no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. All leases of Condominium Association shall be in writing. Any Owner leasing his or her Condominium shall not lease less than his or her entire Condominium and shall not lease his or her Condominium for other than housing or residential purposes; leasing for hotel or profit, temporary occupancy, or transient purposes is prohibited. The Board may also from time to time adopt Rules and Regulations pertaining to the leasing of Condominium Association, including policies and procedures to further the goals and objectives of this Section. In the event that an Owner fails to comply with any leasing requirements set forth in the Declaration, By-Laws, or Rules and Regulations of the Association, the Association may seek to evict a tenant or occupant from the Condominium under Article IX of the Code of Civil Procedure (735 ILCS 5/9-101 et. seq.), as well as pursue any and all other legal and/or equitable remedies available to it. All provisions of the Declaration, By-Laws and Rules and Regulations shall be applicable to any person leasing a Condominium 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, including but not limited to an action under the provisions of Article IX of the Code of Civil Procedure (735 ILCS 5/9-101 et. seq.) for any breach by a tenant or Owner of any of the provisions of the Declaration, By-Laws or Rules and Regulations. All leases must be for a period of twelve (12) months unless otherwise approved by the Board in its discretion.

The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration.

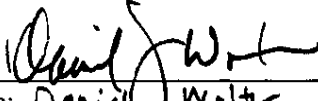
The language of this Amendment shall govern any conflicts between this document and the prior Declaration and its amendments.

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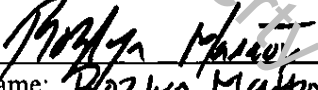
Except as to the extent expressly set forth herein above, and as amended, the Declaration, By-Laws and Rules and Regulations shall continue in full force and effect without change.

IN WITNESS WHEREOF, the undersigned hereby execute this First Amendment to the Declaration this August 5, 2016.

**THE BOARD OF DIRECTORS OF  
3057 NORTH CLYBOURN  
CONDOMINIUM ASSOCIATION**

By:   
Name: David Walter  
Its: President

ATTEST:

  
Name: Rozlyn Mastro  
Its: 8-5-16

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Rozlyn Mattox, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel Walter, as President of THE BOARD OF DIRECTORS OF THE 3057 NORTH CLYBOURN CONDOMINIUM ASSOCIATION, personally known to me to be the same persons whose names are subscribed to the foregoing FIRST AMENDMENT TO THE DECLARATION OF CONVENANTS AND EASEMENTS, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said First Amendment, on behalf of the Condominium Association and as his/her free and voluntary act, for the uses and purposes therein set forth.

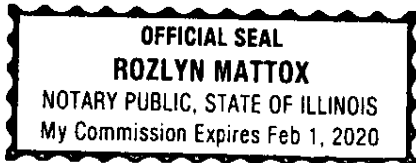
GIVEN under my hand and seal, this 5 day of August, 2016.



Rozlyn Mattox  
Notary Public

I, Rozlyn Mattox, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dan Wyszynski as Treasurer of THE BOARD OF DIRECTORS OF THE 3057 NORTH CLYBOURN CONDOMINIUM ASSOCIATION, personally known to me to be the same persons whose names are subscribed to the foregoing FIRST AMENDMENT TO THE DECLARATION OF CONVENANTS AND EASEMENTS, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said First Amendment, on behalf of the Condominium Association and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 5 day of August, 2016.



Rozlyn Mattox  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION

Units 1N, 1S, 2N, 2S, 3N, 3S in

LOTS 5 AND 6 IN BLOCK 3 IN CLYBOURN AVENUE ADDITION TO LAKE VIEW AND CHICAGO IN THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 14-30-108-049-1001, 14-30-108-049-1002, 14-30-108-049-1003,  
14-30-108-049-1004, 14-30-108-049-1005, 14-30-108-049-1006

U-PINs: 14-30-108-020-0000 and 14-30-108-021-0000

Commonly known as: 3057-59 North Clybourn, Chicago, Cook County, Illinois, 60618.

Property of Cook County Clerk's Office

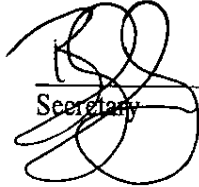
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## EXHIBIT B

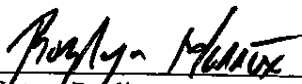
### CERTIFICATION AS TO UNIT OWNER APPROVAL

I, BROD EGGELSTON, do hereby certify that I am the duly elected and qualified Secretary for 3057 North Clybourn Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached First Amendment to the Declaration for 3057 NORTH CLYBOURN CONDOMINIUM ASSOCIATION was duly approved by more than sixty-seven percent (67%) of the Unit Owners, in accordance with the provisions of Section 16.08 of the Declaration.

  
\_\_\_\_\_  
Secretary

Subscribed and Sworn to before me  
this 5 day of NOV, 2016.

  
\_\_\_\_\_  
Notary Public



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## EXHIBIT C

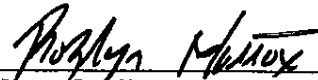
### AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, BRUCE EAGLESTON, do hereby certify that I am the duly elected and qualified Secretary for the 3057 North Clybourn Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached First Amendment to the Declaration for the 3057 North Clybourn Condominium Association was mailed to all mortgagees having bona fide liens of records no fewer than ten (10) days after Owner approval.

  
Secretary

Subscribed and Sworn to before me  
this 5 day of AUG, 2016.

  
Notary Public



Property of Cook County Clerk's Office



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## UNIT OWNER CONSENT AND AGREEMENT

I/We, as listed and signed below, hereby consent to, ratify, approve of and agree to abide by the **FIRST AMENDMENT TO THE DECLARATION** I/We affirm we have read said First Amendment and have had an opportunity to accord ourselves of the benefit of independent legal counsel regarding same, and we freely and voluntarily signed this approval of said First Amendment and agree to be bound by and abide by same.

Daniel Walter

Printed Name:

*[Signature]*

~~Printed Name:~~

Unit: 35

Percentage Ownership: 15.09%

Date: 8/5/16

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, Rozlyn Mattox, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel Walter, as Unit Owner of 3057 N. Clyburn, Unit 35, Chicago, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing **FIRST AMENDMENT TO THE DECLARATION**, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said First Amendment, as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 5 day of August, 2016.



*[Signature]*  
Notary Public

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## UNIT OWNER CONSENT AND AGREEMENT

I/We, as listed and signed below, hereby consent to, ratify, approve of and agree to abide by the **FIRST AMENDMENT TO THE DECLARATION** I/We affirm we have read said First Amendment and have had an opportunity to accord ourselves of the benefit of independent legal counsel regarding same, and we freely and voluntarily signed this approval of said First Amendment and agree to be bound by and abide by same.

Brent Ekreston  
Printed Name:

[Signature]  
~~Printed Name:~~ SIGNED NAME:

Unit: 15

Percentage Ownership: 20.71%

Date: 8/5/16

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, ~~Brent~~ Rozlyn Mattox, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brent Ekreston, as Unit Owner of 3057 N. Cassaven Ave, Unit 15, Chicago, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing **FIRST AMENDMENT TO THE DECLARATION**, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said First Amendment, as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 5 day of August, 2016.



[Signature]  
Notary Public

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## UNIT OWNER CONSENT AND AGREEMENT

I/We, as listed and signed below, hereby consent to, ratify, approve of and agree to abide by the **FIRST AMENDMENT TO THE DECLARATION** I/We affirm we have read said First Amendment and have had an opportunity to accord ourselves of the benefit of independent legal counsel regarding same, and we freely and voluntarily signed this approval of said First Amendment and agree to be bound by and abide by same.

Daniel L. Wycisic  
Printed Name:

Daniel L. Wycisic  
Printed Name:

Unit: 3N

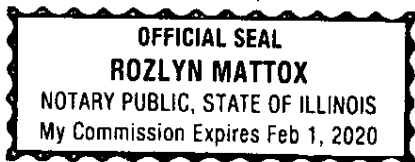
Percentage Ownership: 15.09%

Date: 8/5/16

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, Rozlyn Mattox, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel L. Wycisic, as Unit Owner of 3057 N. Clybourn, Unit 3N, Chicago, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing **FIRST AMENDMENT TO THE DECLARATION**, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said First Amendment, as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 5 day of August, 2016.



Rozlyn Mattox  
Notary Public

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## UNIT OWNER CONSENT AND AGREEMENT

I/We, as listed and signed below, hereby consent to, ratify, approve of and agree to abide by the **FIRST AMENDMENT TO THE DECLARATION** I/We affirm we have read said First Amendment and have had an opportunity to accord ourselves of the benefit of independent legal counsel regarding same, and we freely and voluntarily signed this approval of said First Amendment and agree to be bound by and abide by same.

Rozlyn Mattox  
Printed Name: Rozlyn Mattox

Printed Name: \_\_\_\_\_

Unit: 25

Percentage Ownership: 14.15%

Date: 8/5/16

### Board Member Certification

I, Daniel Walter, a board member of 3057 North Clybourn Condominium Association in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rozlyn Mattox, as Unit Owner of 3057 N. Clybourn Ave, Unit 25, Chicago, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing **FIRST AMENDMENT TO THE DECLARATION**, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said Consent to First Amendment, as his or her free and voluntary act, for the uses and purposes therein set forth.

Daniel J. Walter

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, \_\_\_\_\_, a notary in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, as a Board Member of 3057 North Clybourn Condominium Association, personally known to me to be the same person whose name is subscribed above appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the Board Member Certification above, as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

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## UNIT OWNER CONSENT AND AGREEMENT

I/We, as listed and signed below, hereby consent to, ratify, approve of and agree to abide by the **FIRST AMENDMENT TO THE DECLARATION** I/We affirm we have read said First Amendment and have had an opportunity to accord ourselves of the benefit of independent legal counsel regarding same, and we freely and voluntarily signed this approval of said First Amendment and agree to be bound by and abide by same.

JASON CHERRY

Printed Name:

[Signature]

Printed Name:

Unit: 2N

Percentage Ownership: 14.15%

Date: 8/5/2016

### Board Member Certification

I, Daniel Walker, a board member of 3057 North Clybourn Condominium Association in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jason Cherry as Unit Owner of 3057 N. Clybourn, Unit 2N, Chicago, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing **FIRST AMENDMENT TO THE DECLARATION**, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said Consent to First Amendment, as his or her free and voluntary act, for the uses and purposes therein set forth.

[Signature]

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK     )

I, \_\_\_\_\_, a notary in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, as a Board Member of 3057 North Clybourn Condominium Association, personally known to me to be the same person whose name is subscribed above appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the Board Member Certification above, as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public