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1807349217

AMENDMENT TO
DECLARATION TO
CONDOMINIUM FOR
FOUNTAIN PLACE
CONDOMINIUM
ASSOCIATION

Doc# 1807349217 Fee \$44.00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/14/2018 01:49 PM PG: 1 OF 4

For Use By Recorders Office Only

This amendment to the Declaration is made and entered in this 7th day of March, 2018, an amendment to that certain Declaration of Condominium for the FOUNTAIN PLACE CONDOMINIUM ASSOCIATION.

WITNESSETH

WHEREAS the Board of directors has certified this Amendment, as evidence by this certification attached hereto as Exhibit B:

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

1. *Article IX of the Declaration is hereby amended by adding the following:*
Paragraph 12

Leasing of Units

1. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the premises. Following the effective date of this Amendment and subject to the provisions contained herein owners shall be prohibited from leasing a unit.
2. Any Unit Owner properly leasing their unit as of the effective date of this amendment shall be "grandfathered" and allowed to continue to lease their unit until the sale or transfer of ownership of the unit. At that time the Owner (s) shall be immediately subject to the lease restrictions contained herein.
3. Any Unit Owner desiring to lease a Unit to a family member shall not be subject to this restriction. Family members shall be limited to parents, children (natural or adopted) grandparents, grandchildren or

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siblings. All other restrictions, including notification and Board approval apply.

4. A Unit Owner may apply for a one-year hardship waiver in writing to the Board of Directors in the following manner:

(a) The Unit Owner must submit a request in writing to the Board of Directors requesting a one-year hardship waiver of the lease restriction setting forth why they are entitled to same.

(b) If based on the data supplied to the Board of Directors by the unit Owner, the Board finds in its sole discretion that a reasonable hardship exists, the Board may grant a one-year waiver. Any lease entered into must be in writing and for a period of one year. The lease must contain a provision that failure by the tenant or the Unit Owner to abide the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in a termination of the lease by the Board of Directors. All decisions of the Board shall be final.

(c) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior occupancy.

(d) 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.

(e) The effective date of this Amendment is the date of recording with the office of the Recorder of Deeds in Cook County.

6. Any Unit being leased out in violation of this Amendment or Owner to be found in violation of the Rules and Regulations adopted by the Board of Directors maybe subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

7. In addition to the authority to levy fines against the Owner for a 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 owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

8. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorney fees at the time they are incurred by the Association.

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9, 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 in the unpaid balance.

10 Any time the total units reach 50%, all new leasing will stop and further leasing shall be prohibited. The total of leased Units shall never exceed 50%.

11, This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit that the Association has been issued an order of Possession by the Circuit Court of Cook County.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

Fountain Place Condominium Association

By: *Geraldine Fabrizio*
President

By: *Geoff Kaminski*
Secretary

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EXHIBIT A LEGAL DESCRIPTION

The Fountain Place Condominium, as Delineated on A Survey of Real Estate in Part of The East Half of Section 1, Township 40 North, Range 12 East Of The Third Principal Meridian Of The Declaration of Condominium Registered As Document Number 17007741 In The Office Of The Registrar Of Titles. In Cook County, Illinois.

<i>Unit</i>	<i>PIN</i>	<i>Commonly known as (for informational purposes only)</i>
2	12-01-401-1001	5941 N. Odell, Chicago, Illinois 60631
3	12-01-401-1002	5941 N. Odell, Chicago, Illinois 60631
4	12-01-401-1003	5941 N. Odell, Chicago, Illinois 60631
5	12-01-401-1004	5941 N. Odell, Chicago, Illinois 60631
6	12-01-401-1005	5941 N. Odell, Chicago, Illinois 60631
1	12-01-401-1006	5947 N. Odell, Chicago, Illinois 60631
2	12-01-401-1007	5947 N. Odell, Chicago, Illinois 60631
3	12-01-401-1008	5947 N. Odell, Chicago, Illinois 60631
4	12-01-401-1009	5947 N. Odell, Chicago, Illinois 60631
5	12-01-401-1010	5947 N. Odell, Chicago, Illinois 60631
6	12-01-401-1011	5947 N. Odell, Chicago, Illinois 60631

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