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**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS,
RESTRICTIONS,
COVENANTS AND
BY-LAWS FOR THE
SUNNYSIDE MANOR
CONDOMINIUM
ASSOCIATION**



Doc# 1822034037 Fee \$72.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/08/2018 11:31 AM PG: 1 OF 18

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants of By-Laws (hereafter the "Declaration") for the Sunnyside Manor Condominium Association, (hereafter the "Association"), which Declaration was recorded on August 9, 2005, as Document Number 0522132058 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 adopt an Amendment to restrict leasing at the Association, and

WHEREAS, pursuant to Article XIII, Section 13.07 of the Declaration, the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Vice-President of the Board, and approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose, provided, however, that all holders of first mortgages of record have been notified by certified mail of any change, modification, or rescission, and an affidavit by the Secretary or the Board certifying to such mailing is made a part of such instrument.

This document prepared by and after recording to be returned to:

RYAN H. SHPRITZ
JOSHUA A. WEINSTEIN
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060 — (847) 537-0500

WHEREAS, said instrument has been signed 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

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instrument has been approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose, as evidenced by the affidavit and the attached ballots and proxy/ballots of said owners; and

WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit C certifying that a complete copy of the amendment has been mailed via certified mail to all First Mortgagees having bona fide liens of record against any Unit.

NOW, THEREFORE, the Association hereby declares that Article XII, Section 12.02 of the Declaration be and is hereby deleted in its entirety and replaced as follows (additions in text are indicated by underline and deletions in text are indicated by ~~strike-out~~):

12.02 Leasing. Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is limited to a total of four (4) Units, except as specifically delineated herein. Any Unit Owner that has a lease on file with the Board that is in force for his/her Unit, and whose Unit is occupied by a tenant, on the date of recording this Amendment is permitted to lease his or her Unit for a period of two (2) years following the expiration of the current lease term; provided, however, that this Amendment shall apply to such Unit from and after the transfer of ownership of the Unit or transfer of the beneficial interest in a trust holding legal title to the Unit and any other Units that does not have a lease in force for his/her Unit and are required to follow the procedure set forth herein to determine if a Unit can be leased. All Owners currently leasing his or her Unit must have a current lease on file with the Association prior to the effective date of this Amendment to qualify under this exemption. No Unit shall be leased by a Unit Owner for hotel or transient purposes and no lease shall be permitted to be entered into for a term less than six (6) months or for a term greater than three (3) years. The following provisions shall also apply:

(a) The term "leasing of units" includes a transaction wherein the title holder of a Unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if money or any other form of consideration is paid therefore; provided that if the Unit Owner is a corporation, partnership or other business entity, such Unit Owner may allow a shareholder, partner or director holding at least 25% interest or shares in the entity to reside in the Unit without being subject to this Amendment. Additionally, the term "leasing of Units" shall include any transaction wherein possession of a Unit is provided prior to transfer of title. In no event may less than the entire Unit be leased, except that Owners shall be permitted to allow one individual to occupy their Unit, so long as such occupancy is simultaneous with occupancy by the Unit Owner. A Unit Owner shall be deemed to "reside" in a Unit if he/she has slept in the Unit for the majority of the days of the previous six months.

(b) Any Owner desiring to lease out their Unit must satisfy the following requirements and submit to the Board at least fourteen (14) days prior to entering into a lease agreement the following:

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- (i) Provide documentation indicating that the Owner has owned and occupied their Unit for a period of twenty-four (24) consecutive months; and
- (ii) a copy of the proposed Lease with a lease term of six (6) months; and
- (iii) acknowledgement that the Unit shall not be used for hotel or transient purposes.

(c) Notwithstanding the foregoing, in the event four (4) Units are being leased at the time the Board receives a request to lease, the Board or managing agent shall add the requesting Unit Owner's name to a waiting list to be maintained by the Board or the managing agent.

(d) At such time that less than four (4) of the Units are leased, the name on the waiting list for the longest period of time shall have the first opportunity to lease their Unit. That Unit Owner will be given ninety (90) days to present a signed lease to the Board, otherwise the right to lease shall pass to the next Unit Owner on the waiting list, and the Unit Owner unable to secure a signed lease shall have their name added to the bottom of the waiting list. Upon receipt of a lease agreement from a Unit Owner, the Board shall promptly review it to verify that it complies with the requirements contained herein.

(e) Family Member Exception. Occupancy of a Unit by a Family Member(s) of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Family Member shall be defined as a spouse, parents, children (natural or adopted), grandparents, grandchildren, and siblings of the Unit Owner.

(f) Hardship: If a hardship as determined by the Board of Directors, 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 Directors requesting a one (1) year hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(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 one (1) year. 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

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Board of Directors, result in termination of the lease by the Board of Directors. After the one (1) year period, if the Unit Owner wishes to be considered for an extension of the hardship, such Unit Owner shall make a request to the Board, and must comply with all other restrictions provided in this Subsection (ii). All decisions of the Board shall be final. The Board's decision shall be final and binding.

(g) Copies of all leases and documents required by the Board and/or management company must be submitted to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

(h) All Unit Owners who lease their Units are responsible for ensuring that their tenants are aware of and abide by the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.

(i) The provisions of 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. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(j) In addition to the authority to levy fines, against the Owner or Tenant 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 tenant, an action for injunctive and other equitable relief, or an action at law for damages.

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

(l) All unpaid charges including legal fees 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) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

[Balance of Page Intentionally Left Blank]

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This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

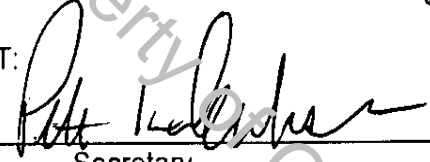
Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 8 DAY OF May, 2018

SUNNYSIDE MANOR CONDOMINIUM
ASSOCIATION

By: 
Its President

ATTEST:

By: 
Secretary



 5/8/18

Property
Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

SUNNYSIDE MANOR CONDOMINIUM ASSOCIATION

ALL UNITS TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE SUNNYSIDE MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 23 IN BLOCK 50 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED ON AUGUST 9, 2005 AS DOCUMENT NO. 0522132058 IN COOK COUNTY, ILLINOIS.

Common Address: 3050 W. Sunnyside Avenue
Chicago, IL 60625

PIN: 13-13-119-035-1001
Through and including: 13-13-119-035-1012


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EXHIBIT B

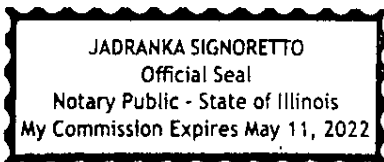
CERTIFICATION AS TO UNIT OWNER APPROVAL

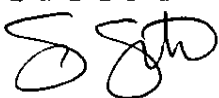
I, Peter Eriksson, do hereby certify that I am the duly elected and qualified secretary for The Sunnyside Manor Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for The Sunnyside Manor Condominium Association, was duly approved by at least sixty-seven percent (67%) of the owners, in accordance with the provisions of Article XIII, Section 13.07 of the Declaration.


Secretary

Dated at Chicago, Illinois this
8 day of May, 2018.



 5/8/18

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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Peter K Eriksson, do hereby certify that I am the duly elected and qualified Secretary for the Sunnyside Manor 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 Sunnyside Manor Condominium Association was mailed, via certified mail, to all mortgagees having bona fide liens of record.

Peter K Eriksson
Secretary

Dated at Chicago, Illinois this
30 day of July, 2018.

Property of Cook County Clerk's Office

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SUNNYSIDE MANOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Sunnyside Manor Condominium Association, specifically regarding leasing:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

[Handwritten Signature] (signature)

Pefer K Eriksson (print name)

DATE: January 23, 2018

Property Address: 3050 W. Sunnyside Ave #11
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

Chase

Loan No. _____

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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PROXY/BALLOT FOR

SUNNYSIDE MANOR CONDOMINIUM ASSOCIATION

MEETING OF JAN 23, 2018

I, (print name) Carly Hauri, owner of the Unit listed below at the Sunnyside Manor Condominium Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held JAN 23, 2018, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amendment regarding leasing.
- I do not approve of the Amendment regarding leasing.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 23 day of January, 2018.

<p><u>Carly Hauri</u> Signature line</p> <p><u>Carly Hauri</u> Printed Name</p>	<p>Name and Address of Mortgage Lender (if any):</p> <hr/> <hr/>
---	--

Property Address: 3050 W. Sunnyside Ave Unit # 2E
Chicago, Illinois

Percentage of Ownership: _____ %

8,1290

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SUNNYSIDE MANOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Sunnyside Manor Condominium Association, specifically regarding leasing:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

Carly Hauri (signature)

Carly Hauri (print name)

DATE: 1/23/2018

Property Address: 3050 W. Sunnyside Avenue
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

Loan No. _____

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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SUNNYSIDE MANOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Sunnyside Manor Condominium Association, specifically regarding leasing:

I AGREE THE AMENDMENT SHOULD BE PASSED.

~~I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.~~

OWNER:

Max Slobin (signature)

max slobin (print name)

DATE: Jan 23rd, 2018

Property Address: 3052 West Sunnyside Ave #2 Chicago, IL
Chicago, Illinois 60625

Name and Address of Mortgage Lender (if any):***

Caliber Mortgage

Loan No. _____

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

8:1290

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SUNNYSIDE MANOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Sunnyside Manor Condominium Association, specifically regarding leasing:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

AM (signature)

ADAM MORA (print name)

DATE: Jan 23, 2018

Property Address: 3054 W. SUNNYSIDE UNIT #1
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

Loan No. _____

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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SUNNYSIDE MANOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Sunnyside Manor Condominium Association; specifically regarding leasing:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

Daniel Ullon (signature)

Daniel Ullon (print name)

DATE: January 16th, 2018

Property Address: 3054 W. Sunnyside #3
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

Loan No. _____

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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SUNNYSIDE MANOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Sunnyside Manor Condominium Association, specifically regarding leasing:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

Callie Czernie (signature)

Callie Czernie (print name)

DATE: January 23, 2018

Property Address: 3056 W Sunnyside Ave #1W
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

Wells Fargo

P.O. Box 10335

DAS MOINES, IA 50306

Loan No. 0343669136

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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PROXY/BALLOT FOR

SUNNYSIDE MANOR CONDOMINIUM ASSOCIATION

MEETING OF 23 January, 2018

I, (print name) CALLIE CZERKIE, owner of the Unit listed below at the Sunnyside Manor Condominium Association, do hereby constitute and appoint Judy Signorello, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held 23 January, 2018 unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amendment regarding leasing.
- I do not approve of the Amendment regarding leasing.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 23 day of January, 2018

<u>Callie Czorkie</u> Signature line <u>Callie Czorkie</u> Printed Name	Name and Address of Mortgage Lender (if any): <u>Wells Fargo</u> <u>P.O. Box 10335</u> <u>Des Moines, IA 50300-0335</u>
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Property Address: 3056 W. Sunnyside Unit # 1W
Chicago, Illinois

Percentage of Ownership: _____ %

8.90%

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SUNNYSIDE MANOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Sunnyside Manor Condominium Association, specifically regarding leasing:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

 (signature)

DON SHEA (print name)

DATE: JANUARY 23, 2018

Property Address: 3056 W. SUNNYSIDE AVE #2
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

MR. COOPER

8950 CYPRESS WATERS BLVD.

COBBLE, TX 75019

Loan No. 638052928

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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SUNNYSIDE MANOR CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Sunnyside Manor Condominium Association, specifically regarding leasing:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER:

Chris May (signature)

Lisa Thompson (print name)

DATE: 2/1, 2018

Property Address: 3056 W. Sunnyside Ave, # 3
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

Seterus
14523 SW Mulliken Way, Suite 200
Beaverton, OR 97005

Loan No. 25330390

*** This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.