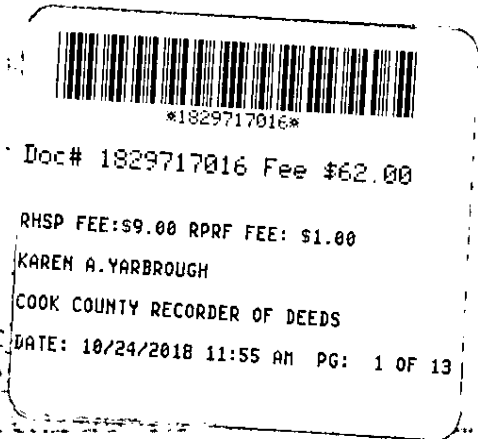


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## AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY- LAWS FOR THE PARKVIEW 2835 NORTH LAKEWOOD CONDOMINIUM



This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and by-Laws for the Parkview 2835 N. Lakewood Condominium (hereafter the "Declaration") which Declaration was recorded as Document Number \_\_\_\_\_ 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.

### RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the covenants contained therein; and

WHEREAS, the Board of Managers and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

WHEREAS, pursuant to Article XIII Paragraph 13.08 (a) of the Declaration, and the Condominium Property Act, the provisions of the Declaration may be amended by the affirmative vote of two thirds of the unit owners in person or by proxy and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification is being mailed by certified mail to all mortgagees having bona fide liens of record against any unit not less than 10 days prior to the date of such affidavit and;

WHEREAS, said Amendment has been approved by the affirmative vote of owners of two thirds of the units in person or by proxy and contains an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit not less than 10 days prior to the date of said affidavit; and

This document prepared by and after recording to be returned to:  
JOHN H. BICKLEY III  
Attorney at Law  
Kovitz Shifrin-Nesbit  
175-N Archer Ave  
Mundelein, IL 60060 — (847) 537-0500

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WHEREAS, the effective date of the Amendment shall be the date of recordation; and

NOW, THEREFORE, the Association declares Paragraph 7.1 is hereby created as follows:

## Article VII Paragraph 7.3 – SALE, LEASING, OR OTHER ALIENATION

7.1 Limits on Lease of unit. (a) Notwithstanding any foregoing provisions of this Declaration to the contrary, the rental or leasing of greater than forty-nine percent of the residential units by number of units is expressly prohibited, except as hereinafter provided:

(b) The term "Leasing of Units" includes a transaction where 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 consideration is paid therefor. Additionally, the term "leasing of units" shall include any transaction wherein possession of a Unit is provided prior to transfer of title. Notwithstanding any other provision contained herein to the contrary, in no event, shall a Unit Owner: (i) lease less than the entire Unit; (ii) lease a Unit for less than one (1) year, except as provided otherwise in sub-section (c) below; or (iii) lease a Unit for hotel or transient purposes. This Section shall not apply to the rental or leasing of a Unit(s) to immediate family members of the Owner, regardless of whether there is a written lease or other memorandum. "Immediate family members" shall be defined as parents, grandparents, children, and grandchildren of an Owner.

(c) Hardship: If the forty-nine percent maximum threshold for leasing units has been reached, and if a hardship, 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 six (6) month hardship waiver of this Section, setting forth the reasons why they are entitled to same.

(ii) If, based on the data supplied to the Board of Managers by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant a waiver in six (6) month increments. Any lease entered into shall be in writing and for a period of six (6) months and no longer. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Declaration, By-Laws, other condominium instruments, if any, and Rules and Regulations (hereafter the "governing documents") of the Association may, in the discretion of the Board of Managers, result in termination of the lease by the Board of Managers. All decisions of the Board shall be final.

(iii) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy, whichever occurs first.

(iv) All tenants shall acknowledge in writing that they have received copies of the governing documents of the Association and a copy of the written receipt shall be submitted to the Board of Managers.

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(v) In the event an 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.

(d) The provisions of the Illinois Condominium Property Act ("Act") and the governing documents 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 shall violate any provision set forth herein, in the governing documents or in the Act, said Owner or tenant 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.

(e) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Act or governing documents, 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.

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

(g) 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.

(h) 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.

(i) The Board of Managers is granted the authority to promulgate reasonable rules and regulations which further restrict the ability of unit owners to lease units provided that such rules and regulations are not in conflict with the provisions of this amendment or the declaration of condominium. The Board of managers is also granted the authority to promulgate rules and regulations pertaining to a "waiting list" relative to the one unit which may be leased without restriction.

(j) The leasing prohibition provisions contained within this amendment shall not be applicable with respect to any unit which is leased on the effective date of this amendment provided that a copy of the lease has been previously provided to the Board of Managers as per the requirements of the Illinois Condominium Property Act. Further, upon the sale or other transfer of the aforesaid "grandfathered" units, the leasing prohibition provisions contained in this amendment shall be applicable to the subsequent owner and transferee.

(k) Any individual or entity leasing a unit shall comply with the provisions of the Crime Free Resolution attached to this amendment as exhibit C is amended from time to time by resolution of the Board of Managers.

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## 5.01 Board of Managers; Association

(a) Board of Managers. (i) The direction and administration of the property shall be vested in a Board of Managers (herein before and hereinafter sometimes referred to as the "board"), consisting of three (3) persons who shall be elected in the manner hereinafter provided. Each Board member shall be elected for a term of ~~one~~ two ~~(4)~~ (2) years, subject to the election of a successor or successors. No member of the Board shall be elected for a term of more than ~~one~~ two ~~(4)~~ (2) years but Board Members may succeed themselves in office.

At each annual meeting of the voting members shall, by a majority of the total votes present at such meeting, elect the Board of Managers for the forthcoming year, consisting of three (3) members. Two (2) members of the Board shall constitute a quorum. Members of the Board shall serve without compensation, for a period of two (2) years or until their successors are elected and assume office. The terms shall be "staggered" so that in one year three Director positions shall be open and the next year two Director positions shall be open. In any given year, in the event it is necessary to elect directors to both a one year and two-year term, the candidates receiving the highest number of votes shall be elected to the two-year term and the candidates receiving the lowest number of votes shall be elected to the one-year term. In the event a election is conducted by acclamation, if the directors cannot come to agreement as to their respective term of office, the term of office will be decided by lot. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves in office. In all elections for members of the Board, the Voting Member for each Dwelling Unit shall be entitled to the number of votes equal to the number of Directors to be elected (cumulative voting shall not be permitted). The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

## 5.11 BOARD DISPUTES

Article V Paragraph 5.11 entitled "Board Disputes" is deleted in its entirety.

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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 3rd DAY OF October, 2018.



The Parkview 2835 North Lakewood  
Condominium

*Roger Wallenstein*

President of the Board of Managers

Subscribed and sworn to before me  
this 3rd day of October, 2018.

*[Signature]*

Notary Public

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LEGAL DESCRIPTION - CONDOMINIUM

PARCEL 1: LOTS 4, 5, 6 AND 50, AND 49 (EXCEPT THE SOUTH 16 FEET OF LOT 49, AS DEDICATED FOR PUBLIC ALLEY BY THE PLAT OF DEDICATION RECORDED SEPTEMBER 26, 1975 AS DOCUMENT 23233351 AND FILED FEBRUARY 16, 1979 AS DOCUMENT LR3076388) IS S.E. GROSS' SUBDIVISION OF BLOCK 1 IN SUBDIVISION BY WILLIAM LILL AND HEIRS OF M. DIVERSEY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF EAST-WEST 16 FOOT VACATED ALLEY AND THAT PART OF THE NORTHWESTERLY-SOUTHWESTERLY 16 FOOT VACATED ALLEY, ACCRUING TO LOTS 6, 49 AND 50 AFORESAID IN S. E. GROSS' SUBDIVISION OF BLOCK 1 IN THE SUBDIVISION BY WILLIAM LILL AND HEIRS OF M. DIVERSEY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE NORTHEASTERLY HALF OF A 16 FOOT VACATED ALLEY LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 7 AND 8 AND LYING NORTHERLY OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 16.0 FEET OF LOT 49 AND LYING SOUTHEASTERLY OF THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 7, ALL IN S.E. GROSS' SUBDIVISION OF BLOCK 1 IN THE SUBDIVISION BY WILLIAM LILL AND HEIRS OF M. DIVERSEY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM PARCELS 1, 2 AND 3 THE FOLLOWING:

THIS PART OF THE PROPERTY BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ON THE NORTHWEST LOT LINE OF LOT 4, A DISTANCE OF 40.00 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 43.89 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF AN EXISTING CONCRETE SIDEWALK; THENCE SOUTHWESTERLY ON THE SOUTHEASTERLY EDGE OF SAID EXISTING SIDEWALK, A DISTANCE OF 24.70 FEET; THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 1.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF AN EXISTING ONE STORY BRICK AND METAL BUILDING; THENCE SOUTHWESTERLY ON THE SAID NORTHWESTERLY LINE OF AN EXISTING ONE STORY BRICK AND METAL BUILDING, A DISTANCE OF 13.23 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE EAST FACE OF AN EXISTING FIVE STORY BRICK AND CONCRETE BLOCK BUILDING, A DISTANCE OF 1.3 FEET; THENCE SOUTHERLY ON THE EAST FACE OF SAID FIVE STORY BRICK AND CONCRETE BLOCK BUILDING, A DISTANCE OF 6.67 FEET; THENCE WESTERLY ON THE SOUTH FACE OF SAID FIVE STORY BRICK AND CONCRETE BRICK BUILDING, A DISTANCE OF 4.12 FEET; THENCE SOUTHERLY ON THE EAST FACE OF SAID FIVE STORY BRICK AND CONCRETE BLOCK BUILDING, A DISTANCE OF 6.59 FEET; THENCE EASTERLY ON THE SOUTH FACE OF SAID 1 STORY BRICK AND METAL BUILDING, A DISTANCE OF 9.25 FEET; THENCE SOUTHERLY ON THE WEST FACE OF SAID 1 STORY BRICK AND METAL BUILDING, A DISTANCE OF 11.29 FEET; THENCE EASTERLY ON THE SOUTH FACE OF SAID ONE STORY BRICK AND METAL BUILDING, A DISTANCE OF 7.96 FEET; THENCE SOUTHEASTERLY, A DISTANCE OF 1.37 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTHEASTERLY ON THE

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SOUTHEASTERLY LOT LINE OF SAID LOT 6, A DISTANCE OF 87.16 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 6; THENCE NORTHEASTERLY ON THE NORTHWESTERLY LINE OF SAID LOT 6, 5 AND 4, A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING.

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

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Property Search

## Property Search

Search Again

### Property Search Results

PIN	Address	Unit	City	Neighborhood	Class Code	Assessed Value
14291310611001 (/Property.aspx?mode=details&pin=14291310611001)	2835 N LAKEWOOD AVE	2A	CHICAGO	150	2-99	\$72,816
14291310611002 (/Property.aspx?mode=details&pin=14291310611002)	2835 N LAKEWOOD AVE	2B	CHICAGO	150	2-99	\$71,641
14291310611003 (/Property.aspx?mode=details&pin=14291310611003)	2835 N LAKEWOOD AVE	2C	CHICAGO	150	2-99	\$70,957
14291310611004 (/Property.aspx?mode=details&pin=14291310611004)	2835 N LAKEWOOD AVE	3A	CHICAGO	150	2-99	\$72,816
14291310611005 (/Property.aspx?mode=details&pin=14291310611005)	2835 N LAKEWOOD AVE	3B	CHICAGO	150	2-99	\$71,641
14291310611006 (/Property.aspx?mode=details&pin=14291310611006)	2835 N LAKEWOOD AVE	3C	CHICAGO	150	2-99	\$70,957
14291310611007 (/Property.aspx?mode=details&pin=14291310611007)	2835 N LAKEWOOD AVE	4A	CHICAGO	150	2-99	\$72,816
14291310611008 (/Property.aspx?mode=details&pin=14291310611008)	2835 N LAKEWOOD AVE	4B	CHICAGO	150	2-99	\$71,641
14291310611009 (/Property.aspx?mode=details&pin=14291310611009)	2835 N LAKEWOOD AVE	4C	CHICAGO	150	2-99	\$70,957
14291310611010 (/Property.aspx?mode=details&pin=14291310611010)	2835 N LAKEWOOD AVE	5A	CHICAGO	150	2-99	\$75,557
14291310611011 (/Property.aspx?mode=details&pin=14291310611011)	2835 N LAKEWOOD AVE	5B	CHICAGO	150	2-99	\$74,773
14291310611012 (/Property.aspx?mode=details&pin=14291310611012)	2835 N LAKEWOOD AVE	5C	CHICAGO	150	2-99	\$73,600
14291310611013 (/Property.aspx?mode=details&pin=14291310611013)	2835 N LAKEWOOD AVE	P-1	CHICAGO	150	2-99	\$5,382
14291310611014 (/Property.aspx?mode=details&pin=14291310611014)	2835 N LAKEWOOD AVE	P-2	CHICAGO	150	2-99	\$5,382
14291310611015 (/Property.aspx?mode=details&pin=14291310611015)	2835 N LAKEWOOD AVE	P-3	CHICAGO	150	2-99	\$5,382
14291310611016 (/Property.aspx?mode=details&pin=14291310611016)	2835 N LAKEWOOD AVE	P-4	CHICAGO	150	2-99	\$5,382
14291310611017 (/Property.aspx?mode=details&pin=14291310611017)	2835 N LAKEWOOD AVE	P-5	CHICAGO	150	2-99	\$5,382
14291310611018 (/Property.aspx?mode=details&pin=14291310611018)	2835 N LAKEWOOD AVE	P-6	CHICAGO	150	2-99	\$5,382
14291310611019 (/Property.aspx?mode=details&pin=14291310611019)	2835 N LAKEWOOD AVE	P-7	CHICAGO	150	2-99	\$5,382
14291310611020 (/Property.aspx?mode=details&pin=14291310611020)	2835 N LAKEWOOD AVE	P-8	CHICAGO	150	2-99	\$11,059



8/17/2018

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Property Search

## Property Search

Search Again

## Property Search Results

PIN	Address	Unit	City	Neighborhood	Class Code	Assessed Value
14291310611021 (/Property.aspx?mode=details&pin=14291310611021)	2835 N LAKEWOOD AVE	P-9	CHICAGO	150	2-99	\$5,382
14291310611022 (/Property.aspx?mode=details&pin=14291310611022)	2835 N LAKEWOOD AVE	P-10	CHICAGO	150	2-99	\$5,480
14291310611023 (/Property.aspx?mode=details&pin=14291310611023)	2835 N LAKEWOOD AVE	P-11	CHICAGO	150	2-99	\$5,480
14291310611024 (/Property.aspx?mode=details&pin=14291310611024)	2835 N LAKEWOOD AVE	P-12	CHICAGO	150	2-99	\$5,480
14291310611025 (/Property.aspx?mode=details&pin=14291310611025)	2835 N LAKEWOOD AVE	P-13	CHICAGO	150	2-99	\$5,382
14291310611026 (/Property.aspx?mode=details&pin=14291310611026)	2835 N LAKEWOOD AVE	P-14	CHICAGO	150	2-99	\$5,382
14291310611027 (/Property.aspx?mode=details&pin=14291310611027)	2835 N LAKEWOOD AVE	P-15	CHICAGO	150	2-99	\$5,382
14291310611028 (/Property.aspx?mode=details&pin=14291310611028)	2835 N LAKEWOOD AVE	P-16	CHICAGO	150	2-99	\$5,382
14291310611029 (/Property.aspx?mode=details&pin=14291310611029)	2835 N LAKEWOOD AVE	P-17	CHICAGO	150	2-99	\$5,480
14291310611030 (/Property.aspx?mode=details&pin=14291310611030)	2835 N LAKEWOOD AVE	P-18	CHICAGO	150	2-99	\$5,480
14291310611031 (/Property.aspx?mode=details&pin=14291310611031)	2835 N LAKEWOOD AVE	P-19	CHICAGO	150	2-99	\$5,480

Prev 1 2

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## EXHIBIT B CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Whitney Lee, do hereby certify that I am the duly elected and qualified Secretary for the Parkview 2835 North Lakewood 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 of Condominium Pursuant to the Condominium Property Act The Parkview 2835 North Lakewood Condominium was duly approved by the affirmative vote of unit owners of two thirds of the units in accordance with the provisions of Paragraph 13.08 (a) and further, at this amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit at less than 10 days prior to the date of this certification.

Whitney Lee  
Secretary

Dated at Chicago, Illinois this  
5<sup>th</sup> day of October, 2018.

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## EXHIBIT C CRIME FREE LEASING

### THE PARKVIEW 2835 NORTH LAKEWOOD CONDOMINIUM RESOLUTION

WHEREAS, the Parkview 2835 North Lakewood Condominium ("Association") is an Illinois not-for-profit corporation, organized and operated for the purpose of administering the property commonly known as the Parkview 2835 North Lakewood Condominium; and

WHEREAS, Association is administered by a duly elected Board of Managers in accordance with a certain Declaration of covenants; and

WHEREAS, the Board of Managers is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Board of Managers has deemed it to be in the best interests of the Association to adopt the following rules regarding a Crime-Free Leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

The rules and regulations of the Association are amended to include the following provisions:

#### Leases, Tenants and Non-Resident Dwelling Owners

I. It is the dwelling Owner's responsibility to comply with the following:

A. Provide the Association with a copy of the lease and **Crime Free Lease Addendum** (a copy of which is attached hereto), executed by the tenants not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The lease must include names of all the residents of the dwelling. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the dwelling. All leases must be in writing and for a period of not less than six (6) consecutive months nor more than twelve (12) consecutive months. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. All owners and tenants must also comply with the municipal ordinances pertaining to leasing.

B. There are several important items that every investor-owner must consider before leasing his/her dwelling. The Association is a Crime Free community and has implemented this program:

1. Owners must notify prospective tenants that the Association is a **Crime Free community**
2. Owners must show prospective tenants the **Crime Free Lease Addendum**. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application.
3. Owners must obtain a completed lease application from prospective tenants, and provide a copy to the Board of Managers, no less than ten days prior to occupancy of the dwelling, a copy of the application is available through the Board of Managers and/or management.
4. Owners may not lease their units to an individual who was a registered sexual offender.

A VIOLATION OF THE FOREGOING SECTION A AND B 1 THROUGH B 4 MAY RESULT IN A FINE OF **\$100.00**, AFTER NOTICE AND AN OPPORTD WELLINGNY FOR A HEARING.

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4. All leases must be in writing and for a period of not less than six (6) consecutive months nor more than twelve (12) consecutive months, unless the Board consents in writing to the contrary. No dwelling owner may lease less than the entire dwelling. The dwelling may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The Owner is also required to submit, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, a completed Resident Information form stating the number and name of all tenants, including children, who will be residing at their dwelling. This information will also include the phone number of the dwelling, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.

5. All leases must be current. The management office must be provided a copy of all updated leases (renewal) and lease riders not later than the date of occupancy or ten (10) days after the updated lease is signed, whichever occurs first. Additionally, unless otherwise provided by law, any dwelling owner who fails to provide the Board of Managers with an address other than the dwelling where the owner is to receive notices or other information from the Association shall be deemed to have waived the right to receive notices at any address other than the address of the Dwelling, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such dwelling owner caused by any delays in receiving notice resulting therefrom.

6. Discrimination on the basis of age, race, color, creed, national origin or sex is not allowed.

7. If a tenant violates the Declarations, By-Laws or the Rules and Regulations of the Association, the owner shall also be held responsible.

8. Sub-leasing of Dwellings is not permitted.

9. During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the Dwelling, (a new roommate is someone residing in the Dwelling longer than 30 days). A copy of (1) the new lease, (2) new lease rider and (3) Crime free Lease Addendum must be delivered to the management office.

10. Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the following fines may be assessed to the owner of the respective dwelling involved, after notice and an opportunity for a hearing:

A. Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported after notice and an opportunity to be heard on the matter:

1<sup>st</sup> offense \$100.00  
2<sup>nd</sup> offense \$250.00  
Thereafter \$500.00

B. Activities on this property such as, but not limited to, domestic violence, child abuse assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and an opportunity to be heard on the matter:

1<sup>st</sup> offense \$100.00  
Thereafter \$500.00 per incident

C. Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity, illegal possession of firearm or weapon, discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and an opportunity to be heard on the matter.

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1st offense and thereafter \$1000.00 per incident

III. In addition to any other remedies, by filing an action jointly against the tenant and the dwelling owner, the Association may seek to enjoin a tenant from occupying a dwelling or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or bylaws of the Association.

IV. This policy becomes effective upon recordation of the leasing restriction amendment to the declaration of covenants. All lease agreements signed prior to this date will be grandfathered through the term of the lease or for one year from the effective date of these rules, whichever occurs first, in regards to the Crime Free Lease Addendum. Tenants are not subject to another criminal background check at the time of lease renewal, only at the time the initial lease is effectuated. Owners are immediately responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at the Association.

V. Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the matter or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.

VI. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Dwelling Owner responsible.

Approved this 3rd day of October, 2018.

**BOARD OF MANAGERS**  
**The Parkview 2835 North Lakewood Condominium**

By: Roger Wallenstein  
Its President

ATTEST:

By: Whitney  
Its Secretary