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RECORDATION SHOULD BE
RETURNED TO:**

Michael C. Kim & Associates
19 South LaSalle Street
Suite 303
Chicago, Illinois 60603
Attn: Kristofer D. Kasten



Doc# 1901722029 Fee \$48.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/17/2019 01:49 PM PG: 1 OF 6

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

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants (hereafter the "Declaration") for the Lincoln Condominium Association (hereafter the "Association"), which Declaration was recorded August 17, 1990 as Document No. 90402508 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 thereof.

This amendment is adopted pursuant to the provisions of Section 20.06 of the aforesaid Declaration and Sections 17 and 27(a) of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the amendment, change or modification, provided the same is signed by the President or other authorized officer of the Board, approved by affirmative vote of the Voting Members having at least three-fourths (3/4) percent of the total votes, and provided that all mortgagees having bona fide liens of record against the Units have been given notice and a copy of the amendment by certified mail, and an affidavit by an officer of the Association certifying that the requisite affirmative vote of Unit Owners has been made and that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against the Units no less than ten (10) days prior to the date of such affidavit is attached to said amendment.

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RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to restrict the leasing or rental of Units with certain limited exceptions; and

WHEREAS, the amendment has been signed by the President or other authorized officer of the Board, approved by affirmative vote of the Voting Members having at least three-fourths (3/4) percent of the total votes, all mortgagees having bona fide liens of record against the Units have been notified and given a copy of the amendment by certified mail, and to which is attached an affidavit by officer of the Association certifying that the requisite affirmative vote of Unit Owners has been made and that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against the Units no less than ten (10) days prior to the date of such affidavit, all in compliance with Section 20.06 of the Declaration and Sections 17 and 27(a) of the Act.

NOW THEREFORE, Article IX, Section 9.01 of the Declaration is hereby amended as follows (additions in text are indicated by double underline, deletions by ~~strike-outs~~):

“9.01 Sale or Lease.

(a) Any Unit Owner, other than the Trustee, its beneficiaries and/or the Developer who wishes to sell ~~or lease~~ his Unit, (~~or any lessee of any Unit wishing to assign its lease or sublease such Unit~~), shall give to the Board not less than thirty (30) days prior written notice of his intent to sell ~~or lease~~ and shall also disclose and provide to the Board the terms of any contract to sell ~~or lease~~, (which shall, by its own terms of be specifically subject to the Board's option as set forth hereinafter), together with a copy of such contract ~~or lease~~, the name, address, and financial and character references of the proposed purchaser ~~or lessee~~ and such other information concerning the proposed purchaser ~~or lessee~~ as the Board may reasonably require. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase ~~or lease~~ such Unit upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of the Board's ~~or its~~ managing agent's, if any, receipt of such notice and all documents and disclosures required above. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner (~~or lessee~~) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale ~~or lease~~ (~~or sublease or assignment~~) of such Unit to the proposed purchaser ~~or lessee~~ named in such notice upon the terms specified therein. If the Unit Owner (~~or lessee~~) fails to close said proposed sale ~~or lease~~ transaction within said ninety (90) days, the Unit shall again become subject to the Board's right of first refusal as herein provided.

(b) In addition to any applicable provisions provided elsewhere in this Declaration, any Unit Owner who wishes to lease or rent his or her Unit shall be subject to the provisions of this Section 9.01(b):

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(i) No Unit shall be leased or rented unless the Unit Owner shall have first occupied his or her Unit for a period of three (3) years from the date of purchase.

(ii) No more than two (2) of the eight (8) Units in the Association may be leased or rented at any time. If two (2) Units are leased or rented at the time a notification for another lease or rental is received by the Board, that new Unit to be leased or rented will be put on a waiting list;

(iii) No Unit shall be used for hotel/motel, bed and breakfast, short term rental or other transient purposes;

(iv) All leases and rentals must be for a term of at least one (1) year and shall not exceed two (2) years. If there is no Unit on a waiting list to be leased or rented, then any expiring lease or rental may be renewed;

(v) Any Unit Owner who wishes to lease his or her Unit shall give to the Board not less than thirty (30) days prior written notice of his or her intent to lease and shall also disclose and provide to the Board the terms of any contract to lease, together with a copy of such lease, the name, address, and financial and character references of the proposed lessee and such other information concerning the proposed lessee as the Board may reasonable require.

(vi) Any Unit Owner who lease or rents his or her Unit shall pay to the Association a management fee in the amount of \$200.00 for each month in which the Unit is leased or rented. That fee shall be adjusted annually to the Consumer Price Index ("CPI") for the term of the lease and shall be paid in addition to the Unit Owner's obligation to pay assessments and other charges (including without limitation regular and special assessments) under this Declaration or the Act or the Association's Rules and Regulations.

(vii) All lease or rental agreements shall use the Evanston standard lease agreement and shall include a copy of the Association's Declaration and Rules and Regulations, including, but not limited to, any rules adopted by the Board related to tenants or renters.

(viii) To meet special situations and to avoid undue hardship, upon written request from a Unit Owner, the Board may, but is not required to, make exceptions to the above restrictions and limitations. Any exception must be approved by at least 75% of the Board."

EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREINABOVE, THE REMAINING PROVISIONS OF THE DECLARATION SHALL CONTINUE IN EFFECT WITHOUT CHANGE.

END OF TEXT OF AMENDMENT

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Lincoln Condominium Association
1920-1922 Lincoln Street/2124 Brown Street
Evanston, Illinois 60201

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Barbara B. Drake, am the President of the Board of Directors of Lincoln Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 20.06 of the Declaration and Section 17 of the Illinois Condominium Property Act.

EXECUTED this 28th day of December, 2018

BY: Barbara B. Drake
President

Property of Cook County Clerk's Office

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Lincoln Condominium Association

1920-1922 Lincoln Street/2124 Brown Street

Evanston, Illinois 60201

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

AFFIDAVIT CERTIFYING

UNIT OWNER APPROVAL AND NOTICE TO MORTGAGEES

I, RICHARD HOWARD, being first duly sworn on oath, depose and state that I am the Treasurer of the Board of Directors of Lincoln Condominium Association, an Illinois not-for-profit corporation and condominium, and certify that pursuant to Section 20.06 of the aforesaid Declaration: (a) the foregoing amendment was approved by affirmative vote of at least three-fourths (3/4) percent of the total votes; and (b) a copy of the foregoing amendment was mailed by certified mail to all mortgagees having bona fide liens of record against the Units no less than ten (10) days prior to the date of this affidavit.

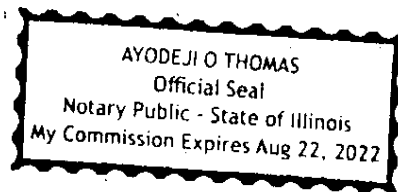
Date: 12/28/2018

[Signature]
Secretary Treasurer

SUSCRIBED AND SWORN to
before me this 28th day of
December 2018

[Signature]

Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Lot 1 in Block 15 in North Evanston in the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

Commonly Known As: 1920-1922 Lincoln Street
2124 Brown Street
Evanston, Illinois 60201

Permanent Index Number: 10-12-304-049-1001
through and including: 10-12-304-049-1008

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