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**FIFTH AMENDMENT TO
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND BY-LAWS
OF THE IMPERIAL
TOWERS CONDOMINIUM
ASSOCIATION**

(Does not affect percentage
ownership interests)



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Doc# 1919722127 Fee \$88.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/16/2019 03:26 PM PG: 1 OF 6

**FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND BY-LAWS OF THE IMPERIAL TOWERS
CONDOMINIUM ASSOCIATION**

This Fifth Amendment to the Declaration of Condominium Ownership and By-Laws of the Imperial Towers Condominium Association is made this ____ day of ____, 2019.

WITNESSETH:

WHEREAS, the parcel of real estate situated in the City of Chicago, Cook County, Illinois and legally described on Exhibit A attached hereto and by this reference made a part hereof, was submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter called the "Act") pursuant to the Declaration of Condominium Ownership for the Imperial Towers Condominium Association recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 26, 1977 as Document No. 24165981 (the "Original Declaration") and subsequently amended by: (i) an Amendment to the Original Declaration recorded on November 17, 1977 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24199625; (ii) a Second Amendment to the Original Declaration recorded on November 21, 1978 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 24731141; (iii) an Amendment to the By-Laws recorded on January 9, 1981 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 25731201; (iv) a Third Amendment to the Original Declaration recorded on January 9, 1981 in the Office of the Recorder of Deeds of Cook County, Illinois as Document 25731201; (v) a Fourth Amendment to the Original Declaration recorded on May 16, 1994 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 94437750; (vi) an Amendment to the Original Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 6, 1995 as Document No. 95012444; and (vii) a Special Amendment to the Original Declaration recorded on May 2, 2003 in the

This document prepared by and
after recording return to:

David Sugar
Saul Ewing Arnstein & Lehr LLP
161 North Clark - Suite 4200
Chicago, Illinois 60601

COMMON ADDRESS:

4250 North Marine Drive
Chicago, Illinois

PINs: 14-16-301-041-1001 through
14-16-301-041-1877

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the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0312218084 (the Original Declaration, as so amended, is hereinafter referred to as the "Declaration").

WHEREAS, Section 21 of the Declaration provides that the provisions of the Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by Unit Owners owning not less than three-quarters (3/4) of the total ownership of Common Elements and acknowledged, provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument.

WHEREAS, Unit Owners owning more than three-quarters (3/4) of the total ownership of Common Elements have signed and acknowledged this Fifth Amendment to the Declaration by the written Consents attached hereto.

WHEREAS, all lien holders of record against any Unit have been notified by certified mail of the amendment to the Declaration set forth hereinbelow, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of this instrument.

NOW, THEREFORE, with the written consent of Unit Owners owning more than three-quarters (3/4) of the total ownership of Common Elements, the Declaration is hereby amended as follows:

1. **TERMS.** Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.

2. **AMENDMENT.** Subparagraph 18.B of the Declaration is amended (a) to delete the existing subparagraph heading (namely, "Limit on Term of Lease") and to replace it with "Limit on Term of Lease; Restrictions on Leasing of Residential Units" and (b) to add the following between the second paragraph of Subparagraph 18.B and Subparagraph 18.C:

Effective January 1, 2019, except as permitted by subsections "i" through "iv" of this paragraph, no Unit Owner may (a) enter into or renew any Occupancy Arrangement (as hereinafter defined) with respect to any Residential Unit, or (b) allow any person who is not a Unit Owner to occupy a Residential Unit pursuant to an Occupancy Arrangement; provided, however, that the Unit Owner of a Residential Unit on December 31, 2018 may continue to enter into or renew Occupancy Arrangements with respect to that Residential Unit and may continue to allow persons who are not Unit Owners to occupy that Residential Unit pursuant to Occupancy Arrangements, for as long as that Unit Owner remains the owner of that Residential Unit. As used herein, "Occupancy Arrangement" means a lease or other agreement or arrangement, whether written or oral, whereby a Unit Owner authorizes a non-Unit Owner third party to have exclusive use and occupancy of a Residential Unit, regardless of the form of consideration, if any, paid, exchanged or otherwise provided between the Unit Owner and the non-Unit Owner third-party.

i. **Less Than 30% of Residential Units Rented.** Any Unit Owner who purchases a Residential Unit on or after January 1, 2019 may enter into an Occupancy Arrangement with respect to that Residential Unit upon receipt of written confirmation from the Management Office that the total number of Residential Units then subject to Occupancy Arrangements (other than Family Occupancy Arrangements as defined below) is less than Thirty Percent (30%) of all of the Residential Units in the Association.

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ii. Hardship. Any Unit Owner who purchases a Residential Unit on or after January 1, 2019 may, upon receipt of the Board's prior written approval, enter into an Occupancy Arrangement with respect to that Residential Unit for a period not to exceed one year if the existence of a Hardship Situation (as hereinafter defined) is demonstrated to the reasonable satisfaction of the Board. In the case of a continuing Hardship Situation, the Board may authorize a Unit Owner to enter into a second Occupancy Arrangement with respect to a Residential Unit for a period not to exceed one additional year. As used herein, a "Hardship Situation" means a situation in which the inability to lease the Residential Unit will subject the Unit Owner to financial hardship.

iii. Family Occupancy Arrangement. Any Unit Owner who purchases a Residential Unit on or after January 1, 2019 may enter into an Occupancy Arrangement with respect to that Residential Unit with his/her parents, spouse, former spouse, civil partner, children (natural or adopted), grandparents, grandchildren, or siblings.

iv. Residential Unit Owned by the Association or in Possession of the Association. The Association may enter into Occupancy Arrangements with respect to any Residential Unit owned by the Association or in possession of the Association.

For purposes of the foregoing paragraph only: (1) the pre-January 1, 2019 Unit Owner of a Residential Unit will be deemed to continue to be the Unit Owner of that Residential Unit notwithstanding any of the following transfers: (a) transfer of ownership of a Residential Unit to a living trust or similar estate planning trust by a pre-January 1, 2019 Unit Owner, for as long as the pre-January 1, 2019 Unit Owner is alive and acting as a trustee under that trust; or (b) transfer of a Residential Unit to a land trust, for as long as the pre-January 1, 2019 Unit Owner is alive and the sole or majority beneficial owner of that land trust; and (2) the sale or transfer of a majority of the ownership or beneficial interest in an entity holding title to a Residential Unit, on a cumulative basis, shall be deemed a transfer of ownership.

3. CONTINUATION. Except as expressly modified herein, all terms and conditions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to Declaration to be executed and delivered this 28 day of June, 2019.

IMPERIAL TOWERS CONDOMINIUM ASSOCIATION

By: Brian Galley
Its President

Attest: Wendell R. McConnaughy
Its Secretary

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Scott J. Pearlstein, a Notary Public in and for the County and State aforesaid,
 do hereby certify that Beth Gaby and Wendell R. McCannaha, as
 President and Secretary, respectively, of Imperial Towers Condominium Association, an Illinois not for
 profit corporation, personally known to me to be the same persons whose names are subscribed to the
 foregoing instrument as such President and Secretary, appeared before me this day in person and
 acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary
 acts and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of July, 2019.



[Signature]
 Notary Public

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Exhibit 1
(LEGAL DESCRIPTION)

THAT PART OF LOT 25 AND ACCRETIONS THERETO LYING WEST OF THE WEST LINE OF LINCOLN PARK AS FIXED AND ESTABLISHED BY DECREE IN CASE 274470 CIRCUIT COURT OF COOK COUNTY, ILLINOIS (PLAT THEREOF RECORDED OCTOBER 11, 1906 AS DOCUMENT 3937332), IN C.U. GORDON'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 5, 6, 23 AND 24 AND VACATED STREET LYING BETWEEN SAID LOTS IN SCHOOL TRUSTEES SUBDIVISION OF FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF LOT 7 AND ACCRETIONS THERETO LYING WEST OF THE WEST LINE OF LINCOLN PARK AS FIXED AND ESTABLISHED BY DECREE IN CASE 274470, CIRCUIT COURT OF COOK COUNTY, ILLINOIS (PLAT THEREOF RECORDED OCTOBER 11, 1906 AS DOCUMENT 3937332) IN SCHOOL TRUSTEES SUBDIVISION AFORESAID IN COOK COUNTY, ILLINOIS.

Common Address: 4250 N. Marine Drive, Chicago, Illinois

PINs: 14-16-301-041-1801 through 14-16-301-041-1877

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

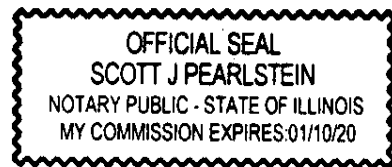
SECRETARY'S AFFIDAVIT

I, Wendell R. McGonaha, being first on oath duly sworn, depose and state that I am the duly elected Secretary of Imperial Towers Condominium Association, an Illinois not for profit corporation, and I hereby certify that all lien holders of record were notified by certified mail of the amendment to the Declaration set forth hereinabove on July 15, 2019.

Wendell R. McGonaha

SUBSCRIBED and SWORN to before me
 this 15 day of July, 2019.

[Signature]
 Notary Public



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