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AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE 2200 WEST MADISON CONDOMINIUM ASSOCIATION



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EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 10/25/2019 11:24 AM PG: 1 OF 9

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter the "Declaration") for the 2200 West Madison Condominium Association (hereafter the "Association"), which Declaration was recorded on August 29, 2008 as Document No. 0824239056 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 the Declaration and Bylaws concerning leasing and smoking; and

WHEREAS, the Declaration, Article XIII, Paragraph A(2) provides that the provisions of the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners owning not less than 100% of the total ownership of the Common Elements and acknowledged, provided, however, that all lien holders of record have been notified by certified mail of such change, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument. The change shall be effective upon recording; and

WHEREAS, the Declaration, Exhibit D - Bylaws, Article VII provides that the Bylaws

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

Katharine W. Griffith
Kovitz Shifrin Nesbit
175 North Archer Ave.
Mundelein, IL 60060

may be amended or modified from time to time by action or approval of seventy-five percent (75%) of the total ownership of the Common Elements, except as otherwise indicated in and with respect to any other provision of these Bylaws or in the Declaration of which the Bylaws are a part; and

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WHEREAS, pursuant to Section 27(a) of the Illinois Condominium Property Act (“Act”), if there is any unit owner other than the developer, the condominium instruments shall be amended upon the affirmative vote of 2/3 of those voting or upon the majority specified by the condominium instruments, provided that in no event shall the condominium instruments require more than a three-quarters vote of unit owners; and with the approval of any mortgagees required under the provisions of the condominium instruments; and

WHEREAS, the Declaration, Article XIII, Paragraph A(2) requiring approval of 100% of the Unit Owners is superseded by Section 27(a) of the Act; and

WHEREAS, said instrument has been signed by the President and the Secretary of the Association; and

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto certifying that said instrument has been approved by the Unit Owners having at least 3/4 of the total vote; and

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto certifying that a complete copy of the Amendment has been mailed, via certified mail, to all lien holders of record; and

NOW, THEREFORE, the Association hereby declares that the Declaration is hereby amended as follows (additions in text are indicated by underline and deletions are indicated by strike-out):

1. The Declaration, Article VIII is hereby amended by adding the following to the end of the Article:

Notwithstanding anything in the Declaration, By-laws or Rules and Regulations to the contrary, each Unit shall be either Owner-occupied or remain vacant for at least two (2) consecutive years prior to the Unit being eligible to lease, provided that Unit Owners of Units as of the date of recording of this Amendment may continue to lease their Unit without being subject to this restriction until the transfer of ownership of the Unit. Upon transfer of ownership of any Unit after the recording date of this Amendment, the two (2) consecutive year period shall commence with new ownership. In addition, the following provisions shall 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. 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.

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(b) Each lease must be for a minimum term of one (1) year. If such lease expires, month-to-month tenancy shall not continue for more than six (6) months.

(c) Copies of all leases shall be submitted to 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. An updated lease shall be submitted to the Board and/or Management upon any change in tenancy.

(d) 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.

(e) 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 a Unit Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Unit 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.

(f) In addition to the authority to levy fines, against the Unit 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.

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

(h) 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.

(i) 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.

2. The Bylaws, Article V shall be amended by adding the new section below:

Section 8. Smoking. Effective as of November 1, 2019:

(a) Tobacco Restriction: Smoking of tobacco (c.g., cigarettes, cigars, pipes), and/or the use of electronic cigarettes, cigars, pipes, e-vaporizers, and/or any electronic nicotine delivery system, is prohibited on any portion of the interior Common Elements, Limited Common Elements, the Units, and within twenty (20) feet of any front or back door, operable window and the bottom of the stairs.

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(b) Cannabis Restriction:

(i) Smoking of cannabis is prohibited on any portion of the interior Common Elements, Limited Common Elements, the Units, and within twenty (20) feet of any front or back door, operable window and the bottom of the stairs.

(ii) The consumption of cannabis by any means other than smoking is prohibited on the interior Common Elements and within twenty (20) feet of any front or back door, operable window and the bottom of the stairs; provided that notwithstanding the foregoing, the lawful consumption of cannabis by any means other than smoking is permitted on the Limited Common Elements.

(iii) The lawful consumption of cannabis by any means other than smoking is permitted in the Units.

(c) Smoking: Smoking, as used in this Section means the inhalation of smoke caused by the combustion of tobacco or cannabis as applicable.

(d) Any Unit Owner in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

(e) In addition to the authority to levy fines against the Unit Owner 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 Unit 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 to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(g) 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 on the unpaid balance.

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.

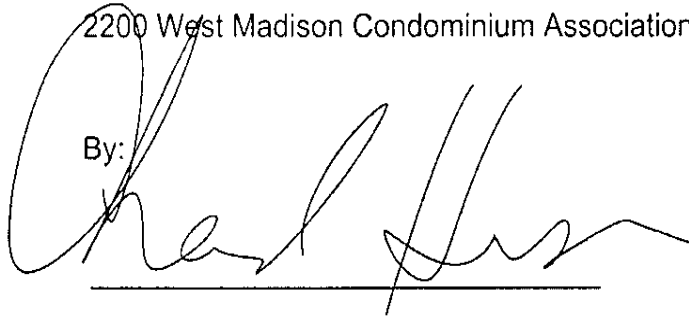
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APPROVED THIS 13th DAY OF September, 2019.

2200 West Madison Condominium Association

By:



Its President

ATTEST

By:



Secretary

**COOK COUNTY
RECORDER OF DEEDS**

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EXHIBIT A

LEGAL DESCRIPTION

Unit 2220-A through 2220-C and 2224-101 through 2244-302 and PSU-1 through PSU 36 in the 2200 West Madison Condominiums, as delineated on a survey of the following described real estate: Lots 65 through 71 both included, in the subdivision of Block 58 of Canal Trustee's Subdivision of part of the Southwest 1/4 of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded January 14, 1853 as Document No. 39021 AND also Lots 6 and 7 in Peter B. Small and Other's Subdivision of Block 58 of Canal Trustee's Subdivision of part of the Southwest 1/4 of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded December 28, 1864 as Document No. 89932, which survey is attached to the Declaration of condominium recorded as Document No. 0824239056, in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
2244-101	17-07-329-050-1001	2244 W Madison St 101 Chicago, IL 60612
2244-201	17-07-329-050-1002	2244 W Madison St 201 Chicago, IL 60612
2244-301	17-07-329-050-1003	2244 W Madison St 301 Chicago, IL 60612
2224-302	17-07-329-050-1004	2224 W Madison St 302 Chicago, IL 60612
2234-202	17-07-329-050-1005	2234 W Madison St 202 Chicago, IL 60612
2234-301	17-07-329-050-1006	2234 W Madison St 301 Chicago, IL 60612
2230-102	17-07-329-050-1007	2230 W Madison St 102 Chicago, IL 60612
2230-202	17-07-329-050-1008	2230 W Madison St 202 Chicago, IL 60612
2230-302	17-07-329-050-1009	2230 W Madison St 302 Chicago, IL 60612
2224-101	17-07-329-050-1010	2224 W Madison St 101 Chicago, IL 60612
2224-201	17-07-329-050-1011	2224 W Madison St 201 Chicago, IL 60612
2224-301	17-07-329-050-1012	2224 W Madison St 301 Chicago, IL 60612
2224-302	17-07-329-050-1013	2224 W Madison St 302 Chicago, IL 60612
PSU-1	17-07-329-050-1014	2244 W Madison St PSU-1 Chicago, IL 60612
PSU-3	17-07-329-050-1015	2244 W Madison St PSU-3 Chicago, IL 60612
PSU-8	17-07-329-050-1016	2240 W Madison St PSU-8 Chicago, IL 60612
PSU-9	17-07-329-050-1017	2240 W Madison St PSU-9 Chicago, IL 60612
PSU-10	17-07-329-050-1018	2224 W Madison St PSU-10 Chicago, IL 60612
PSU-11	17-07-329-050-1019	2234 W Madison St PSU-11 Chicago, IL 60612
PSU-14	17-07-329-050-1020	2230 W Madison St PSU-14 Chicago, IL 60612
PSU-18	17-07-329-050-1021	2230 W Madison St PSU-18 Chicago, IL 60612
PSU-19	17-07-329-050-1022	2224 W Madison St PSU-19 Chicago, IL 60612
PSU-20	17-07-329-050-1023	2224 W Madison St PSU-20 Chicago, IL 60612
PSU-21	17-07-329-050-1024	2224 W Madison St PSU-21 Chicago, IL 60612
PSU-22	17-07-329-050-1025	2224 W Madison St PSU-22 Chicago, IL 60612
PSU-23	17-07-329-050-1026	2224 W Madison St PSU-23 Chicago, IL 60612
PSU-24	17-07-329-050-1027	2224 W Madison St PSU-24 Chicago, IL 60612
2244-102	17-07-329-050-1028	2244 W Madison St 102 Chicago, IL 60612
2240-101	17-07-329-050-1029	2240 W Madison St 101 Chicago, IL 60612
2240-102	17-07-329-050-1030	2240 W Madison St 102 Chicago, IL 60612

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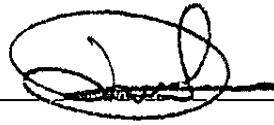
Unit	Pin	Commonly known as (for informational purposes only)
2234-101	17-07-329-050-1031	2234 W Madison St 101 Chicago, IL 60612
2234-102	17-07-329-050-1032	2234 W Madison St 102 Chicago, IL 60612
2230-101	17-07-329-050-1033	2230 W Madison St 101 Chicago, IL 60612
2224-102	17-07-329-050-1034	2224 W Madison St 102 Chicago, IL 60612
2244-202	17-07-329-050-1035	2244 W Madison St 202 Chicago, IL 60612
2240-201	17-07-329-050-1036	2240 W Madison St 201 Chicago, IL 60612
2240-202	17-07-329-050-1037	2240 W Madison St 202 Chicago, IL 60612
2234-201	17-07-329-050-1038	2234 W Madison St 201 Chicago, IL 60612
2230-201	17-07-329-050-1039	2230 W Madison St 201 Chicago, IL 60612
2224-202	17-07-329-050-1040	2224 W Madison St 202 Chicago, IL 60612
2244-302	17-07-329-050-1041	2244 W Madison St 302 Chicago, IL 60612
2240-301	17-07-329-050-1042	2240 W Madison St 301 Chicago, IL 60612
2234-302	17-07-329-050-1043	2234 W Madison St 302 Chicago, IL 60612
2230-301	17-07-329-050-1044	2230 W Madison St 301 Chicago, IL 60612
2220-A	17-07-329-050-1045	2220 W Madison St A Chicago, IL 60612
2220-B	17-07-329-050-1046	2220 W Madison St B Chicago, IL 60612
2220-C	17-07-329-050-1047	2220 W Madison St C Chicago, IL 60612
PSU-2	17-07-329-050-1048	2240 W Madison St PSU-2 Chicago, IL 60612
PSU-4	17-07-329-050-1049	2244 W Madison St PSU-4 Chicago, IL 60612
PSU-5	17-07-329-050-1050	2244 W Madison St PSU-5 Chicago, IL 60612
PSU-6	17-07-329-050-1051	2244 W Madison St PSU-6 Chicago, IL 60612
PSU-7	17-07-329-050-1052	2234 W Madison St PSU-7 Chicago, IL 60612
PSU-12	17-07-329-050-1053	2234 W Madison St PSU-12 Chicago, IL 60612
PSU-13	17-07-329-050-1054	2220 W Madison St PSU-13 Chicago, IL 60612
PSU-15	17-07-329-050-1055	2220 W Madison St PSU-15 Chicago, IL 60612
PSU-16	17-07-329-050-1056	2220 W Madison St PSU-16 Chicago, IL 60612
PSU-17	17-07-329-050-1057	2220 W Madison St PSU-17 Chicago, IL 60612
PSU-25	17-07-329-050-1058	2220 W Madison St PSU-25 Chicago, IL 60612
PSU-26	17-07-329-050-1059	2220 W Madison St PSU-26 Chicago, IL 60612
PSU-27	17-07-329-050-1060	2220 W Madison St PSU-27 Chicago, IL 60612
PSU-28	17-07-329-050-1061	2220 W Madison St PSU-28 Chicago, IL 60612
PSU-29	17-07-329-050-1062	2234 W Madison St PSU-29 Chicago, IL 60612
PSU-30	17-07-329-050-1063	2240 W Madison St PSU-30 Chicago, IL 60612
PSU-31	17-07-329-050-1064	2220 W Madison St PSU-31 Chicago, IL 60612
PSU-32	17-07-329-050-1065	2220 W Madison St PSU-32 Chicago, IL 60612
PSU-33	17-07-329-050-1066	2220 W Madison St PSU-33 Chicago, IL 60612
PSU-34	17-07-329-050-1067	2230 W Madison St PSU-34 Chicago, IL 60612
PSU-35	17-07-329-050-1068	2220 W Madison St PSU-35 Chicago, IL 60612
PSU-36	17-07-329-050-1069	2230 W Madison St PSU-36 Chicago, IL 60612

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AFFIDAVIT AS TO UNIT OWNER APPROVAL

I, Vivek R. Shivaprabhu, do hereby certify that I am the duly elected and qualified Secretary for the 2200 West Madison 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 and Bylaws for 2200 West Madison Condominium Association was duly approved by $\frac{3}{4}$ of the total ownership, in accordance with the provisions of the Declaration, Article XIII, the Bylaws, Article VII and the Illinois Condominium Property Act, Section 27.



Secretary

Dated at Chicago, Illinois this
14th day of October, 2019

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AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Vivek R. Shivaprabhu, do hereby certify that I am the duly elected and qualified Secretary for 2200 West Madison 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 and Bylaws for 2200 West Madison Condominium Association was mailed, by certified mail, to all lien holders of record.


Secretary

Dated at Chicago, Illinois this
14th day of October, 2019.

Property of Cook County Clerk's Office