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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/05/2020 03:54 PM PG: 1 OF 9

## SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE 918 WEST AINSLIE CONDOMINIUM ASSOCIATION

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 and By-laws (hereafter the "Declaration") for 918 West Ainslie Condominium Association (hereafter the "Association"), which Declaration was recorded on May 24, 2005 as Document Number 0514403088 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.

This Amendment is adopted pursuant to the provisions of Article XIII, Section 13.08 of the Declaration. Said Section provides that the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Secretary of the Board and approved by the Unit Owners having in aggregate, at least sixty-seven percent (67%) of the total vote of the Voting Members at a meeting called for that purpose, and containing 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 bonafide liens of record against any Unit.

### 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 easements, restrictions and covenants contained therein; and

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

**Pamela J. Park, Esq.**  
Kovitz Shifrin Nesbit  
175 N. Archer Avenue  
Mundelein, IL 60060 - 847.5370.0500

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

WHEREAS, the following amendment has been signed and acknowledged by all of the members of the Board and at least sixty-seven

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INT JA

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percent (67%) of the Unit Owners, which acknowledgements and approvals are attached hereto and made a part hereof; and

WHEREAS, the Secretary of the Board of Directors has attested to said Owner approval by execution of Exhibit B attached hereto and made a part hereof; and

WHEREAS, an affidavit is attached hereto as Exhibit C certifying that all Mortgagees have been notified by certified mail of this Amendment.

**NOW, THEREFORE, Article XII, Section 12.03 of the Declaration shall be amended as follows:**

12.03 Limits on Lease Terms. Any Owner who purchases a Unit after the effective date of this Amendment ("New Owner") shall only have the right to lease his Unit if such New Owner has resided in their Unit for one two (1) (2) year or more. No Unit shall be leased by a Unit Owner for hotel or transient purposes or terms less than one (1) year and no portion of a Unit which is less than the entire Unit shall be leased. Each lease of any one or more Units shall be in writing and within 10 Days after execution, a copy of every such lease shall be furnished to the Board. The provisions of the Act, the Declaration, By-laws, rules and regulations of the Association that relate to the use of the Unit or the common elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in each lease. The failure of a lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association. In addition to any other remedies, by filing an action jointly against a lessee and a Unit Owner, the Association may seek to enjoin a lessee from occupying a Unit or seek to evict a lessee under the provision of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or the Declaration, By-laws, rules or regulations. The Board may also 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. The Unit Owner making such lease shall not be relieved thereby from any of said obligations.

(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.

(b) Any Owner desiring to lease out their Residential Unit must apply to the Board prior to entering into a lease agreement and provide a copy of the proposed lease.

(c) The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein.

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(d) 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) and siblings of the Unit Owner.

(e) Hardship: If a hardship exists, as determined by the Board of Directors, 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 minimum period of one (1) year and up to five (5) consecutive years, as determined by the Board. 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 Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final. The Board's decision shall be final and binding.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

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(j) 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.

(k) 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.

(l) 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.

(m) Short Term Rental. No Unit may be used for hotel or transient purposes, to include but not be limited to, use for a bed and breakfast, vacation rental, hostel, or other type of short term rental. Such use of a Unit is a violation of the Declaration. The Association reserves the right to take legal action against any Unit Owner operating a business of this type in this building, to include but not be limited to, the imposition of a fine in an amount equal to or greater than the nightly, weekly or monthly rental rate for the Unit received by the Owner of the Unit. Owners should be aware that the Association may monitor these short term rental websites periodically to insure compliance.

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**End of Text of Amendment**

**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.**

918 WEST AINSLIE CONDOMINIUM ASSOCIATION:

John A. [Signature] 2/21/20  
Board President

ATTEST:

By: [Signature]  
Secretary

Subscribed and Sworn to before me  
this 21 day of February, 2020

[Signature]  
Notary Public



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**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION**

Lots 20 and 21 in Block 2 in George F. Spoor's Subdivision of Block 4 in Cornarroe's Resubdivision of that part of N Argyle, lying South of the Center Line of Argyle Street in the Southeast Fractional 1/4 of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian; which Survey is attached as Exhibit "A" to the Declaration of Condominium Recorded as Document 0514403088, in Cook County, Illinois.

<b>Unit</b>	<b>Pin</b>	<b>Commonly known as (for informational purposes only)</b>
918-1E	14-08-413-050-1001	918 W Ainslie St Unit 1E Chicago, IL 60640
918-2E	14-08-413-050-1002	918 W Ainslie St Unit 2E Chicago, IL 60640
918-3E	14-08-413-050-1003	918 W Ainslie St Unit 3E Chicago, IL 60640
918-1W	14-08-413-050-1004	918 W Ainslie St Unit 1W Chicago, IL 60640
918-2W	14-08-413-050-1005	918 W Ainslie St Unit 2W Chicago, IL 60640
918-3W	14-08-413-050-1006	918 W Ainslie St Unit 3W Chicago, IL 60640
920-1S	14-08-413-050-1007	920 W Ainslie St Unit 1S Chicago, IL 60640
920-2S	14-08-413-050-1008	920 W Ainslie St Unit 2S Chicago, IL 60640
920-3S	14-08-413-050-1009	920 W Ainslie St Unit 3S Chicago, IL 60640
920-1N	14-08-413-050-1010	920 W Ainslie St Unit 1N Chicago, IL 60640
920-2N	14-08-413-050-1011	920 W Ainslie St Unit 2N Chicago, IL 60640
920-3N	14-08-413-050-1012	920 W Ainslie St Unit 3N Chicago, IL 60640
922-1S	14-08-413-050-1013	922 W Ainslie St Unit 1S Chicago, IL 60640
922-2S	14-08-413-050-1014	922 W Ainslie St Unit 2S Chicago, IL 60640
922-3S	14-08-413-050-1015	922 W Ainslie St Unit 3S Chicago, IL 60640
922-1N	14-08-413-050-1016	922 W Ainslie St Unit 1N Chicago, IL 60640
922-2N	14-08-413-050-1017	922 W Ainslie St Unit 2N Chicago, IL 60640
922-3N	14-08-413-050-1018	922 W Ainslie St Unit 3N Chicago, IL 60640
924-1N	14-08-413-050-1019	924 W Ainslie St Unit 1N Chicago, IL 60640
924-2N	14-08-413-050-1020	924 W Ainslie St Unit 2N Chicago, IL 60640
924-3N	14-08-413-050-1021	924 W Ainslie St Unit 3N Chicago, IL 60640
924-GS	14-08-413-050-1022	924 W Ainslie St Unit GS Chicago, IL 60640
924-1S	14-08-413-050-1023	924 W Ainslie St Unit 1S Chicago, IL 60640
924-2S	14-08-413-050-1024	924 W Ainslie St Unit 2S Chicago, IL 60640
924-3S	14-08-413-050-1025	924 W Ainslie St Unit 3S Chicago, IL 60640
926-1N	14-08-413-050-1026	926 W Ainslie St Unit 1N Chicago, IL 60640
926-2N	14-08-413-050-1027	926 W Ainslie St Unit 2N Chicago, IL 60640
926-3N	14-08-413-050-1028	926 W Ainslie St Unit 3N Chicago, IL 60640
926-1S	14-08-413-050-1029	926 W Ainslie St Unit 1S Chicago, IL 60640
926-2S	14-08-413-050-1030	926 W Ainslie St Unit 2S Chicago, IL 60640
926-3S	14-08-413-050-1031	926 W Ainslie St Unit 3S Chicago, IL 60640

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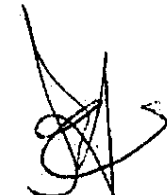
<b>Unit</b>	<b>Pin</b>	<b>Commonly known as (for informational purposes only)</b>
928-GE	14-08-413-050-1032	928 W Ainslie St Unit GE Chicago, IL 60640
928-1E	14-08-413-050-1033	928 W Ainslie St Unit 1E Chicago, IL 60640
928-2E	14-08-413-050-1034	928 W Ainslie St Unit 2E Chicago, IL 60640
928-3E	14-08-413-050-1035	928 W Ainslie St Unit 3E Chicago, IL 60640
928-1W	14-08-413-050-1036	928 W Ainslie St Unit 1W Chicago, IL 60640
928-2W	14-08-413-050-1037	928 W Ainslie St Unit 2W Chicago, IL 60640

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## AFFIDAVIT AS TO UNIT OWNER APPROVAL

I, Samuel Bottoms, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the 918 West Ainslie Condominium Association, and that approval of Unit Owners having not less than 67% of the total ownership in the Association has been obtained in accordance with the provisions of Article XIII, Section 13.08 of the Declaration.

  
\_\_\_\_\_  
Secretary

Dated at Chicago, Illinois this  
23 day of February, 2020.

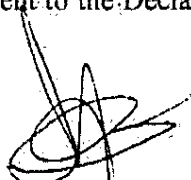
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## AFFIDAVIT OF MORTGAGEE SERVICE

I, Sonival Bottoms, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the 918 West Ainslie Condominium Association, and that a copy of this Amendment to the Declaration has been mailed by certified mail to all lien holders of record.

  
\_\_\_\_\_  
Secretary of 918 West Ainslie Condominium  
Association

Dated this 23 of February, 2024.

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