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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/06/2020 03:10 PM PG: 1 OF 19

This Instrument prepared by and after recording return to:

Frank J. Callero, Esq.  
Attorney At Law  
55 E Erie St, Suite 1801  
Chicago, Illinois 60611

**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP, BY-LAWS, EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE 1526-28 NORTH MOHAWK CONDOMINIUM**

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP, BY-LAWS, EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE 1526-28 NORTH MOHAWK CONDOMINIUM (this "Amendment") is made this June 24, 2019, by the 1526-28 North Mohawk Condominium Association (the "Association").

**WITNESSETH:**

WHEREAS, that certain Declaration of Condominium Ownership, By-Laws, Easements, Restrictions, and Covenants for the 1526-28 North Mohawk Condominium, dated as of May 13, 2002 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0020542767 (the "Original Declaration"), as amended by that certain First Amendment to Declaration of Condominium Ownership for the 1526-28 North Mohawk Condominium, dated as of September 6, 2002 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0021039531 (the "First Amendment"), as further amended by that certain Amendment to Declaration of Condominium for 1526-28 North Mohawk Condominium Association, dated as of September 30, 2010 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 1028841097 (the "Second Amendment", and collectively with the Original Declaration and the First Amendment, the "Declaration", as may be further amended or modified from time to time), governs that certain property commonly known as 1526-28 N Mohawk St, Chicago, IL, and legally described on Exhibit A attached hereto (the "Property"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Declaration.

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WHEREAS, the Association now desires to amend, change, and modify certain provisions of the Declaration as hereinafter provided (the "Modified Provisions").

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WHEREAS, Article XVII of the Declaration provides that the Modified Provisions can be amended, changed, and modified upon approval by at least 57% of the Unit Owners by an instrument in writing setting forth such amendment, change, or modification, signed and acknowledged by the President or Vice-President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (i) at least 57% of the Unit Owners have approved such amendment, change, or modification, and (ii) 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 ten (10) days prior to the date of such affidavit.

WHEREAS, this Amendment has been signed and acknowledged by the President and the Secretary of the Association.

WHEREAS, an affidavit signed by the Secretary of the Association is attached hereto as Exhibit B certifying that (i) at least 57% of the Unit Owners have approved such amendment, change, or modification (as is evidenced by the certificate of approval of the Unit Owners attached hereto as Exhibit C), and (ii) 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 ten (10) days prior to the date of such affidavit.

## AGREEMENT:

NOW, THEREFORE, pursuant to proper approval and notice as required by the Declaration, the Association hereby amends, changes, and modifies the Declaration as follows:

1. **Article VII – Leasing.** From and after the date of this Amendment, Article VII of the Declaration shall be deleted in its entirety and replaced with the following:

### ARTICLE VII RESTRICTIONS ON LEASING OF UNITS

A. *In no event shall a Unit Owner have the right to lease his Unit, except as provided under one of the following exceptions (the “Leasing Exceptions”):*

- (1) *Notwithstanding anything to the contrary in Paragraph A of this Article VII, the Unit Owner who holds legal title to Unit 3N as of the date of this Amendment (the “Existing 3N Owner”) shall have the right to lease Unit 3N through May 31, 2025; provided, however, that any and all leases permitted under this Subparagraph A(1) must have a lease expiration date on or before May 31, 2025. After May 31, 2025, the Existing 3N Owner shall have no further right to lease Unit 3N under this Subparagraph A(1). The right to lease Unit 3N under this Subparagraph A(1) is exclusive to the Existing 3N Owner and shall immediately terminate upon the sale, transfer, or other disposition of the Existing 3N Owner’s ownership interest in or legal title to Unit 3N. The Existing 3N Owner shall be solely responsible for any increase in cost of the insurance carried by the Association hereunder to the extent said increase in cost is caused by the fact that the Existing 3N Owner is leasing Unit 3N. The Board shall work with Association’s insurance agent in good faith when making this determination.*

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- (2) *Notwithstanding anything to the contrary in Paragraph A of this Article VII, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit in order to meet special situations and to avoid undue hardship or practical difficulties. Such permission may be granted by the Board only upon written application by the Unit Owner to the Board, which application shall include details on the special situation and undue hardship as well as the length of time being requested for the permission to lease. The Board has sole and absolute discretion to approve or disapprove any Unit Owner's application and the Board's decision shall be final and binding.*
  - (3) *Notwithstanding anything to the contrary in Paragraph A of this Article VII, any Unit Owner shall have the right to lease his Unit to one or more of the following immediate family members: father, mother, son, daughter, brother, and/or sister. The Board shall have the right to request written evidence confirming that said lessee is in fact an immediate family member of the Unit Owner, which written evidence shall be subject to the reasonable approval of the Board.*
- B. *Any and all leases at the Property permitted under one or more of the Leasing Exceptions or otherwise, shall be subject to the following terms and conditions:*
- (1) *The Board shall have the right to adopt, implement, and enforce (a) reasonable rules and regulations to govern leases at the Property, (b) reasonable monetary fines to be assessed upon Unit Owners for any violations of this Declaration, the By-Laws, or any rules and regulations established by the Board, and (c) reasonable leasing fees to be assessed upon Unit Owners for any leases at the Property.*
  - (2) *Any and all leases at the Property shall be subject to the terms and conditions of this Declaration, the By-Laws, and any rules and regulations established by the Board and are subject to the payment of established fines and actual damages arising from the violations of the same. Without limiting the foregoing, Unit Owners shall remain ultimately responsible for such fines and actual damages assessed as a result of the actions or omissions of lessees of their Units, and Unit Owners shall not be relieved thereby from any of his obligations under this Declaration, the By-Laws, and any rules and regulations established by the Board.*
  - (3) *All leases shall be in writing and a copy of the same must be delivered to the Association upon the earlier of (a) the date which is five (5) days after the lease is signed by the Unit Owner and lessee, and (b) the date of occupancy. All leases shall provide that the lease is subject to this Declaration, the By-Laws, and any rules and regulations established by the Board, and that any failure of the lessee thereunder to comply with the terms thereof shall be deemed a default under the lease.*
  - (4) *No lease shall be for shorter than a twelve (12) month period. No lease shall be for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service and maid service)*

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are furnished. In furtherance of the foregoing, no short-term rentals are permitted, including, without limitation, corporate rentals or rentals through services such as AirBNB, Vrbo, or similar rental services. No subleases or assignments of any lease shall be permitted.

- C. In addition to any and all other remedies available to the Association at law or in equity, by filing an action jointly against the Unit Owner and the lessee, the Association may seek to enjoin a lessee from occupying a Unit or seek to evict a lessee under the provisions of Article IX of the Code of Civil procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by this Article VII or by this Declaration, the By-Laws, or any rules and regulations established by the Board. In the event the Association incurs any costs (including, without limitation, reasonable attorneys' fees) enforcing its rights hereunder, including, without limitation, any costs associated with an eviction suit against any lessee, said costs shall be specially assessed against the lessor-Unit Owner associated therewith.

2. **Article IX – Insurance.** From and after the date of this Amendment, Article IX of the Declaration shall be deleted in its entirety and replaced with the following:

## ARTICLE IX INSURANCE & CASUALTY

- A. **Association Insurance.** The Board shall have the authority to and shall obtain insurance for the Property as follows:
- (1) Physical damage insurance on the Property (but excluding additions, alterations, and improvements, to the Units), subject to the following conditions:
    - (i) Such insurance shall be “bare wall” insurance with respect to the Units;
    - (ii) The Property shall be insured for an amount not less than one hundred percent (100%) of its full insurable replacement cost on a blanket basis;
    - (iii) Replacement cost values are to be reviewed annually and the insurance policy or policies shall be endorsed with an agreed amount clause. The cost of any and all appraisals for insurance purposes shall be Common Expenses;
    - (iv) Perils to be covered by such policies shall be no less than “all risk” or “special form” on real property and “broad form” named perils on personal property, sewer back-up, and such other perils as may be deemed appropriate by the Board.
  - (2) Commercial General Liability insurance covering personal injury and property damage insuring against hazards of premises operation, products and completed operations, contractual liability, personal injury liability (with exclusions (a) and (c) deleted), independent contractors and other extensions as deemed necessary by the Board. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000.00)

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*with respect to each occurrence. Such policy shall be endorsed to cover cross-liability claims of one insured against the other.*

- (3) *A fidelity bond insuring the Association, the Board, and the Unit Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Unit Owners in such amounts as the Board shall deem necessary but not less than the level of funds within the custody, or control of the Association at any time, plus reserves. The premium for such fidelity bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be canceled for non-payment of any premiums or otherwise substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record.*
- (4) *Subsequent to the election of an independent Board, Directors, and Officers Liability insurance in such amounts as the Board shall determine to be reasonable.*
- (5) *Such other insurance, which may include, without limitation, any or all of the following, in such amounts as the board deems desirable: Umbrella Liability insurance; Worker's Compensation and Employer Liability insurance; Plate Glass insurance; Errors and Omissions coverage for the directors of the Board; and Medical Payments coverage for members of the public (not Unit Owners) injured on the Property, without regard to liability of the Board or the Association;*

*The premiums for the above described insurance and bond, except as otherwise provided in this Article IX, shall be Common Expenses.*

- B. Insurance Companies.** *All insurance provided for in this Article IX shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Illinois and holding a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A(VI) according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. All such policies shall provide a minimum of sixty (60) days advance notice of cancellation in writing to the insured thereunder unless such cancellation is for non-payment of premium in which case ten (10) days advance written notice shall be sufficient.*
- C. Policy Requirements.** *All policies of insurance: (1) shall name as insured: the Declarant, so long as it has an insurable interest; the Board, as trustees for the Unit Owners; and the Insurance Trustee (as hereinafter defined); each as the respective interests of all of such insureds may appear; (2) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit; (3) shall provide that*



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notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit. All policies of insurance may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance described herein, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

- D. Additional Policy Requirements.** All policies of insurance described herein shall name as insured the Association, the Board, its managing agent, and the other agents and employees of such Association, Board and managing agent and the Declarant and Developer in his or its capacity as a Unit Owner and Board member and shall also provide coverage for each Unit Owner. In addition, all policies of insurance described herein shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Declarant, Developer, the managing agent, their respective employees and agents, and the Unit Owners and Occupants.
- E. Premiums.** The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums and obtain a binder on the policies of insurance described herein at least thirty (30) days prior to the expiration date of the respective policies, and upon written request therefore, shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.
- F. Adjustment of Loss.** Loss, if any, under any policies of insurance described herein shall be adjusted with the Board, and the insurance proceeds on account of any such loss shall be paid and applied as follows:
- (1) To the Board, as trustee for each of the Unit Owners in their respective percentages of ownership in the Common Elements as established in this Declaration, in the case of any one loss, of Fifty Thousand Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's, mechanic's, material man's, and other similar liens; or
  - (2) In the case of any one loss exceeding Fifty Thousand Dollars (\$50,000.00) in the aggregate, then the insurance proceeds shall be paid to the Association, or such other entity designated by the Association to act as trustee, which corporation is hereby designated by the Developer to act as trustee for the Board (the

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*“Insurance Trustee”*) pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described in this Subparagraph F(2). If such entity (or its successor appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees, and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

- G. Unit Owner Insurance.** Each Unit Owner shall be responsible for (1) physical damage insurance on the personal property in his Unit and elsewhere on the Property and any additions, alterations and improvements to his Unit (whether installed by such Unit Owner or any prior Unit Owner or whether originally in his unit); (2) his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided; and (3) his additional living expense. In furtherance of the foregoing, Unit Owners are required to obtain insurance covering their personal liability and compensatory damages to another Unit and/or Unit Owner caused by the negligence of the Unit Owner or his guests, residents, lessees, or invitees, and such personal liability insurance must include coverage over (a) the deductible of the Unit Owner whose Unit was damaged, (b) any damage not covered by the insurance required under this Paragraph G, and (c) any damage to the additions, alterations, and improvements of the damaged Unit. All policies of casualty insurance and personal liability insurance carried by each Unit Owner shall be without contribution with respect to the policies of casualty insurance and personal liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. For the purposes of this Article IX, “additions, alterations, and improvements” shall mean any property (excluding personal property readily removable without damage to the Unit) attached to the Unit, including, without limitation, carpeting, flooring, wall covering, paint and paneling, upgrades, or additional fixtures and improvements.
- H. Insurance of Alterations.** The Board shall not be responsible for obtaining physical damage insurance on any additions, alterations, and improvements to a Unit or any personal property of a Unit Owner or any other insurance for which a Unit Owner is responsible pursuant to Paragraph G of this Article IX.
- I. Waivers.** Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board,

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*Declarant, Developer, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance or would be covered by insurance for which such Unit Owner is responsible pursuant to Paragraph G of this Article IX.*

- J. Endorsement.** *Insurance required by this Article IX hereof shall be endorsed to include substantially the following clause: "This insurance shall not be prejudiced (1) by any act or neglect of any Unit Owner or occupant of the Building when such act or neglect is not within the control of the named insured (or Unit Owners collectively), or (2) by failure of the named insured (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the Building over which the named insured (or Unit Owners collectively) has no control."*
- K. Deductibles.** *The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Article IX if the economic savings justifies the additional risk. The deductibles shall be on a per occurrence basis irrespective of the number of insureds suffering injury or damage. Expenses included within the deductible amount arising from insurable loss or damage shall be treated as Common Expenses.*
- L. Liability of the Board of Directors.** *Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability*



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hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Board on behalf of the Unit Owners shall provide that the members of the Board are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. Notwithstanding the foregoing, the Declarant and Developer shall indemnify, defend and hold the Association harmless from any litigation, administrative action or arbitrations involving the Association which have been filed against the Association prior to the election of the initial board at the initial meeting of the Voting Members excluding any litigation, administrative actions and arbitrations which are created by or the result of the willful acts or omissions of any Unit Owner, its guests, invitees, occupants or agents.

**M. Resale or Refinancing of Units.** In the event of a resale of any Unit by a Unit Owner other than the Developer or the Declarant, and within seven (7) days after the written request by such Unit Owner, the Board, or the managing agent, shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. In the event of a refinancing of any Unit by a Unit Owner other than the Developer or Declarant and within seven (7) days after the written request by such Unit Owner, the Board or the managing agent shall deliver such documents and disclosures as a lender may reasonably and customarily request. The Board shall be allowed to charge a reasonable fee to cover the direct out-of-pocket cost (including copying), for providing such information.

**N. Casualty.**

(1) **Sufficient Insurance.** In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus Capital Reserves, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Reserves shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as provided for in this Declaration or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B attached to this Declaration, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

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(2) **Insufficient Insurance.**

- (i) *If the insurance proceeds and the Reserves are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.*
- (ii) *In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives, shall present to the members present, an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.*
- (iii) *In the case of damage or other destruction, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.*

3. **Article XXVIII – Rules and Regulations.** From and after the date of this Amendment, the following shall be added as a new Article XXVIII to the Declaration:

**ARTICLE XXVIII  
RULES AND REGULATIONS**

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- A. *The Board shall have the right to adopt, implement, and enforce (a) reasonable rules and regulations to govern the Property, and (b) reasonable monetary fines to be assessed upon Unit Owners for any violations of this Declaration, the By-Laws, or any rules and regulations established by the Board.*

4. **Article XXIX – Maintenance and Alterations.** From and after the date of this Amendment, the following shall be added as a new Article XXIX to the Declaration:

## ARTICLE XXIX MAINTENANCE AND ALTERATIONS

### A. **Maintenance, Repairs, and Replacements.**

- (1) **By the Association.** *The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each Unit which contribute to the support of the Building, including, without limitation, the roof, windows, window frames, exterior doors, and exterior door frames, but excluding roof decks, balconies, and the interior surfaces of walls, ceilings and floors. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Article VI, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under Paragraph A(2) of this Article XXIX, or any other provision of this Declaration. Further, the Association shall maintain, repair, and replace (if necessary) the sump pumps located at the Property. Maintenance, repairs, and replacements of the Common Elements (but not the Limited Common Elements except as provided in Paragraph A(2)(iii) of this Article XXIX) shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to this Declaration, the By-Laws, or any rules and regulations of the Association.*
- (2) **By the Unit Owner.** *Except as otherwise provided in either Paragraph A(1) or A(3) of this Article XXIX, each Unit Owner shall furnish and be responsible for, at such Unit Owner's own expense:*
- (i) *All of the maintenance, repairs and replacements within such Unit Owner's own Unit, all interior doors appurtenant thereto, all screens, and all internal installations of such Unit, including, without limitation, refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit; provided however, that such maintenance, repairs, and replacements as may be required for the bringing of water and electricity to the Units shall be furnished by the Board as part of the Common Expenses.*
  - (ii) *All of the decorating within such Unit Owner's own Unit (initially and thereafter from time to time), including painting, wall papering, washing,*

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*cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and ceiling of that Unit Owner's Unit and such Unit Owner shall maintain such portions in good condition at such Unit Owner's sole expense as may be required from time to time. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board as may be imposed from time to time, which shall provide for notice to the Board prior to any such installation and the approval of the Board of the method of installation prior to any such installation.*

- (iii) *All of the maintenance, repair, and replacements of the Limited Common Elements benefiting that Unit Owner's Unit, in whole or in part, except (a) with respect to the parking spaces (which shall be maintained by the Association), and (b) to the extent as otherwise directed by the Board or as is otherwise provided in this Declaration. In addition, each Unit Owner shall be individually responsible for the repair maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs, and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to the Unit Owners benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractors' or subcontractors' sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.*
- (3) **Insurance Proceeds.** *In the event that any repair or replacement to the Common Elements (including the Limited Common Elements) is made necessary by reason of any act or occurrence for which insurance is maintained by the Board pursuant to Article IX and for which insurance proceeds are available, the Association, at its expense to the extent of such proceeds, and subject to Paragraph B of this Article XXIX, shall be responsible for the repair or replacement of such Common Elements.*
- (4) **Nature of Obligation.** *Nothing contained in this Declaration shall be construed to impose a contractual liability upon the Association for maintenance, repair, and replacement of the Common Elements or the Units or any portion or parts thereof, but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged, or postponed by reason*



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*of the fact that any such maintenance, repair, or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything to the contrary contained in this Declaration, no Unit Owner shall have a claim against the Board or the Association for any work ordinarily the responsibility of the Board or the Association, but which the Unit Owner has performed or paid for, unless such an arrangement shall have been agreed to in writing in advance by the Board or the Association.*

- B. Negligence of Unit Owner.** *If, due to the willful misconduct or negligent act or omission of a Unit Owner, or of a member of such Unit Owner's family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be shared as a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board.*
- C. Joint Facilities.** *To the extent that equipment, facilities, and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable as it affects the other Unit Owners.*
- D. Additions, Alterations, or Improvements.**
- (1) *The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements, other than the parking spaces, may charge the Unit Owners benefited thereby) the cost of the additions, alterations, or improvements to the Common Elements. The cost of any such work to the Common Elements may be paid out of a special assessment.*
  - (2) *No additions, alterations, or improvements shall be made by a Unit Owner to any part of the Common Elements (including the Limited Common Elements) and no additions, alterations, or improvements shall be made by a Unit Owner to such Unit Owner's Unit where such work alters the perimeter walls or partitions, configuration, ceiling, perimeter doors or windows, floor load, or otherwise affects the structure of the Unit or increases the cost of insurance required to be carried by the Association hereunder, without the prior written consent of the Board. Any addition, alteration, or improvement of a Unit by the Unit Owner which shall affect the structure of the Unit or the Common Elements shall, further, conform with structural or engineering drawings prepared or reviewed and approved by an architectural or engineering firm selected by the Board. The cost of such drawings or review and approval shall be paid by the Unit Owner. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration, or improvement by a Unit Owner under this Paragraph upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration, or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association*

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*from time to time the additional costs of maintenance or insurance as a result of the addition, alteration, or improvement. If an addition, alteration, or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions, which actions shall not be exclusive of the remedies otherwise available to the Board under this Declaration:*

- (i) Require the Unit Owner to remove the addition, alteration, or improvement and restore the Property to its original condition, all at the Unit Owner's expense; or*
- (ii) If the Unit Owner refuses or fails to properly perform the work required under (i), the Board may cause such work to be done and may charge the Unit Owner for the cost thereof as determined by the Board; or*
- (iii) Ratify the action taken by the Unit Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Paragraph.*

**5. Effective Date.** This Amendment shall be effective upon the date of recording in the office of the Recorder of Deeds of Cook County, Illinois

**6. Severability.** If any clause or provision of this Amendment is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Amendment shall not be affected thereby.

**7. Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one amendment.

**8. Conflict; Ratification.** Insofar as the specific terms and provisions of this Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Declaration, the terms and provisions of this Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Declaration shall remain unmodified and in full force and effect and are hereby ratified and affirmed by the Association.

**9. Effect on Declaration.** The Association hereby affirms that (a) this Amendment is incorporated into and made a part of the Declaration, (b) any and all references to the Declaration hereinafter shall include this Amendment, and (c) the Declaration, and all terms, conditions and provisions of the Declaration, are in full force and effect as of the date hereof, except as expressly modified and amended hereinabove.

[SIGNATURE PAGE FOLLOWS]



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

#### PARCEL 1

UNITS 1N, 2N, 3N, 1S, 2S, AND 3S IN THE 1526-28 NORTH MOHAWK CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 19 & 20 IN W.L. NEWBERRY'S SUBDIVISION OF BLOCK 4 IN THE STATE BANK OF ILLINOIS SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY HELPE ENTERPRISES, L.L.C., RECORDED ON MAY 13, 2002 AS DOCUMENT NUMBER 0020542767, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

#### PARCEL 2

THE EXCLUSIVE RIGHT TO THE USE OF P-1, P-2, P-3, P-4, P-5, AND P-6, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT "D" TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0020542767.

**PINS:**

- 17-04-108-055-1001
- 17-04-108-055-1002
- 17-04-108-055-1003
- 17-04-108-055-1004
- 17-04-108-055-1005
- 17-04-108-055-1006

**Commonly Known As:** 1526-28 N Mohawk St, Chicago, Illinois



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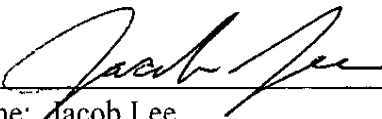
## EXHIBIT B

### AFFIDAVIT OF APPROVAL AND NOTICE

I, the undersigned, do hereby certify as follows:

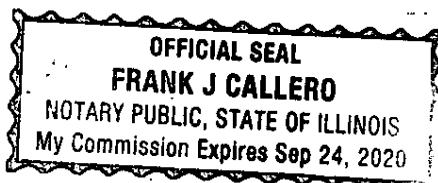
- (i) I am the duly elected and qualified Secretary for the Association.
- (ii) The Amendment to which this Affidavit is attached was duly approved by at least 57% of the Unit Owners in accordance with Article XVII of the Declaration (as is evidenced by the certificate of approval of the Unit Owners attached hereto as Exhibit C).
- (iii) A copy of the Amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of this Affidavit.

**Dated:** June 24, 2019

By:   
 Name: Jacob Lee  
 Title: Secretary

Subscribed and sworn to before me  
as of June 24, 2019.

  
 Notary Public



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## EXHIBIT C

### CERTIFICATE OF APPROVAL OF UNIT OWNERS

We, the undersigned, being all of the Unit Owners at the Property, do hereby certify that (a) we each have the right and power to vote on behalf of our respective Units, and (b) on ~~Sept~~ Sept, 2019 we each have voted to APPROVE the Amendment to which this Certificate is attached.

**UNIT 1N (17.20% Interest):**

**UNIT 1S (17.20% Interest):**

Signature: [Signature]  
Print Name: James Brewer / Douglas Burns

Signature: [Signature]  
Print Name: Lyann G. Carter

**UNIT 2N (12.95% Interest):**

**UNIT 2S (12.95% Interest):**

Signature: [Signature]  
Print Name: Jacob Lee

Signature: [Signature]  
Print Name: Robert Lewandowski / Cindy Rentzel

**UNIT 3N (19.85% Interest):**

**UNIT 3S (19.85% Interest):**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: [Signature]  
Print Name: Patricia McNamee / Karen McNamee

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## EXHIBIT C

### CERTIFICATE OF APPROVAL OF UNIT OWNERS

We, the undersigned, being all of the Unit Owners at the Property, do hereby certify that (a) we each have the right and power to vote on behalf of our respective Units, and (b) on June \_\_\_\_, 2019 we each have voted to APPROVE the Amendment to which this Certificate is attached.

**UNIT 1N (17.20% Interest):**

**UNIT 1S (17.20% Interest):**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**UNIT 2N (12.95% Interest):**

**UNIT 2S (12.95% Interest):**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**UNIT 3N (19.85% Interest):**

**UNIT 3S (19.85% Interest):**

Signature: Jim Flower  
Print Name: JIM FLOWERS

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Property of Cook County Clerk's Office