

UNOFFICIAL COPY

**AMENDMENT TO 3106-08
LYNDALE
CONDOMINIUM
ASSOCIATION
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS,
RESTRICTIONS,
COVENANTS AND BY-
LAWS**



Doc# 2026817008 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/24/2020 10:41 AM PG: 1 OF 7

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the 3106-08 Lyndale Condominium Association Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and by-Laws (hereafter the "Declaration") which Declaration was recorded as Document Number 0615232027 in the Office of the Recorder of Deeds of Cook County, Illinois, on June 1, 2006 and pertains to the property (hereafter the "Property") legally described in Exhibit A, which is attached hereto and made a part hereof.

RECITALS

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

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is in conflict; and

WHEREAS, because of this conflict between the language of the Declaration and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Managers of the Association; and

WHEREAS, Section 27(b)(1) of the Act provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration; and

WHEREAS, this amendment to the Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of the Association at a duly called meeting held July 22, 2019; and

WHEREAS, the Board of Managers of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act; and

S Y
P 7
S L
M Y
SC Y
EN

INT 11b

UNOFFICIAL COPY

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty days of the Board of Managers' action, as provided by Section 27(b)(3) of the Act; and

WHEREAS, pursuant to Paragraph 15.6 of the Declaration and Section 27 of the Illinois Condominium Property Act, the provisions of the Declaration may be changed, modified or rescinded by the affirmative vote of at least 67% of the total vote and containing an affidavit by the Secretary of the Board certifying that a copy of the change modification or rescission has been mailed by certified mail to all Eligible Mortgagees; and

WHEREAS, there are no Eligible Mortgagees affiliated with this Association; and

WHEREAS, said Amendment has been approved by the affirmative vote of 67% of the total vote owners in person or by proxy.; and

WHEREAS, the effective date of the Amendment shall be the date of recordation; and

NOW, THEREFORE, the Association declares that the declaration and bylaws are modified as follows (All additions are underscored and deletions, if any set forth, ~~struck out~~):

Paragraph 1.28 entitled Acceptable Technological Means Is Added As Follows:

"Acceptable Technological Means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

Paragraph 1.29 entitled Electronic Transmission is added as follows:

"Electronic Transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

Paragraph 11.2 of the Declaration entitled Limits on Lease Terms is modified as follows:

LIMITS ON LEASE TERMS. No Unit shall be leased by a Unit Owner, or occupied by an Occupant, for hotel or transient purposes or for a term of less than six (6) months and no portion of a Unit which is less than the entire Unit shall be leased. Notwithstanding the

foregoing, the Declarant and/or the Developer may sell or lease any or all Units owned by it to any Person without any restrictions or limitations. Except as provided in Section 11.5 hereof, each lease of any one or more Units shall be in writing and a copy of every such lease, shall be furnished to the Board on the first to occur of (a) ten (10) days after such lease is signed, or (b) the

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

JOHN H. BICKLEY III
Kovitz Shifrin Nesbit
175 North Archer Ave.
Mundelein IL 60060

UNOFFICIAL COPY

date of occupancy. No unit shall be leased unless the Owner shall have first resided in the unit for a period of at least one year. The lessee under every such lease shall be bound by and subject to all of the obligations under this Declaration, the By-Laws and the rules and regulations of the Association, ~~of~~ and the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved from any of said obligations. In addition to any other remedies provided for in this Declaration, by filing an action jointly against the tenant and Unit Owner, the Association may seek to enjoin such tenant from occupying a Unit or seek to evict such tenant other provisions of Article IX of the Code of Civil Procedure for failure of the Unit Owner to comply with the leasing requirements prescribed by this Section 11.2 or elsewhere in this Declaration, the By-Laws and the rules and regulations of the Association. The Board may proceed directly against such tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by such tenant of the provisions of this Declaration the By-Laws or the rules and regulations of the Association. Prior to occupancy of a unit by a lessee, the lessee shall be interviewed by the Board and, the Unit Owner shall furnish to the Board the following information:

- (a) The name, address and telephone number (both home and business) of such lessee;
- (b) The names of all persons who occupy or use the Unit; and
- (c) Such other information regarding such lessee and other Occupants as the Board may prescribe through rules and regulations.

Section 8 of Article I of the Bylaws entitled Use of Technology is added as follows:

8. Use of Technology. (a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any condominium instrument or any provision of the Act may be accomplished using acceptable technological means.

(b) The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any condominium instrument or any provision of the Act by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any condominium instrument or any provision of the Act.

(d) Voting on, consent to, and approval of any matter under any condominium instrument or any provision of the Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

(e) Subject to other provisions of law, no action required or permitted by any condominium instrument or any provision of the Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors or Board of Managers.

UNOFFICIAL COPY

(f) If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

Section 3 of Article II of the Bylaws is modified as follows:

Section 3. Qualification. Each Director (except for directors appointed by the developer) shall be a unit owner ~~and occupant~~ or, if a unit owner is a corporation, a director may be an officer of such unit owner ~~who is an occupant~~, or if a unit owner is a partnership, a director may be a partner of such unit owner ~~who is an occupant~~, or if a unit owner is a trust, a director may be a beneficiary of such unit owner ~~who is an occupant~~. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant. If there are multiple unit owners of a single unit, only one of the multiple unit owner shall be eligible to serve as a member of the Board at any one time.

Section 5 of Article II of the Bylaws is modified as follows:

Section 5. Meetings (a) The Board shall meet at least four (4) times annually, ~~one of the meetings to be held within ten (10) days following the regular annual meeting of unit owners~~. Written notice stating the date, time and place of regular meetings shall be delivered either personally or by ~~mail or telegram~~, mail, personal delivery or acceptable technological means to a director at the address given to the Board by said director for such purpose not less than forty-eight (48) hours prior to the date of each such meeting.

(b) Special meetings of the Board shall be held upon a call by the President or by 25% of the members of the Board on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or acceptable technological means at the address given to the Board by said director for such purposes.

... (d)... Except where such meetings concerning the adoption of the proposed annual budget or any increase or establishment of an assessment (in which case each unit owner shall receive notice in the same manner as provided for membership meetings) notice of each such meeting shall be mailed or delivered or provided by acceptable technological means to each unit owner not less than forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the unit owner entitled to such notice before the meeting is convened...

Section 1 of Article III is modified as follows:

... (b) a Secretary, who shall be a director, and who shall keep the minutes of all meetings of the Board and of the unit owners, and who shall be designated to ~~mail~~ send and receive by mail, delivery or acceptable technological means all notices as provided for in the act, and who shall, in general, perform all the duties incident to the office of Secretary; and...

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

UNOFFICIAL COPY

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

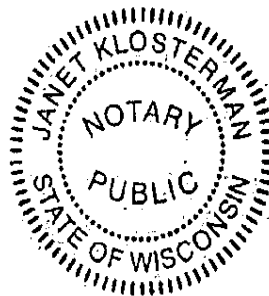
Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 27 DAY OF July, 2019.

3108-08 Lyndale Condominium Association

President of the Board of Managers

Subscribed and sworn to before me
this 26th day of Sept, 2019.



Janet Klosterman
Notary Public

*State of Wisconsin
County of Dane
My Commission expires 13/1/2020.*

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B CERTIFICATION AS TO UNIT OWNER AND MORTGAGEE APPROVAL

I, PAUL HENKELMANN, do hereby certify that I am the duly elected and qualified 3106-08 Lyndale Condominium Association ("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 of Condominium 3106-08 Lyndale Condominium Association was duly approved by the affirmative vote of 67% of the total vote in accordance with the provisions of the Declaration.

Paul Henkelmann
Secretary

Dated at Denver, Colorado, this
8th day of October, 2019.

NOTICE OF MEETING OF THE UNIT OWNERS OF

UNOFFICIAL COPY

Exhibit A

PIN	Address	Unit	City	Neighborhood	Class Code	Land Assessed Value	Building Assessed Value	Total Assessed Value	Building Square Footage
13361060881001	3106 W LYNDAL ST	1A	CHICAGO	30	2-99	1,731	27,816	\$29,547	0
13361060881002	3106 W LYNDAL ST	2A	CHICAGO	30	2-99	1,831	29,411	\$31,242	0
13361060881003	3108 W LYNDAL ST	2B	CHICAGO	30	2-99	2,716	43,637	\$46,353	0
13361060881004	3106 W LYNDAL ST	3A	CHICAGO	30	2-99	1,831	29,411	\$31,242	0
13361060881005	3108 W LYNDAL ST	3B	CHICAGO	30	2-99	1,831	29,411	\$31,242	0
13361060881006	3106 W LYNDAL ST	4A	CHICAGO	30	2-99	1,831	29,411	\$31,242	0
13361060881007	3108 W LYNDAL ST	4B	CHICAGO	30	2-99	1,831	29,411	\$31,242	0
13361080150000	3107 W LYNDAL ST		CHICAGO	30	2-11	6,375	27,121	\$33,496	1,280

LEGAL DESCRIPTION

Lots 1 and 2 in Block 3 in John Johnston Jr.'s Subdivision of 9 Acres in the Northwest Quarter of Section 32, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 3106-08 West Lyndale, Chicago, IL 60647