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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/05/2021 12:34 PM PG: 1 OF 6

**SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR CALIFORNIA  
CORNERS CONDOMINIUMS**

**(Does not Affect Percentage Interests)**

This Second Amendment to the Declaration of Condominium Ownership for California Corners Condominiums (the "Second Amendment") is made and entered into as of this \_\_\_\_\_ day of 2/5/2021, 2021.

**WITNESSETH**

**WHEREAS**, the real estate described on Exhibit A hereto, located in the County of Cook and State of Illinois, was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to the "Declaration of Condominium Ownership for California Corners Condominiums" recorded in the Office of the Cook County Recorder of Deeds on May 19, 2009 as Document No. 0913918033, as amended by an "Amendment to Declaration of Condominium Ownership for California Corners Condominiums" recorded in the Office of the Cook County Recorder of Deeds on March 24, 2017 as Document No. 1708316098 (the "First Amendment") (as amended, the "Declaration");

**WHEREAS**, Section 8.2 of Article 8 of the Declaration provides that the provisions of the Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Voting Members (either in person or by proxy) representing at least seventy five percent (75%) of the Undivided Interests; and

**WHEREAS**, the amendments to the Declaration set forth hereinbelow were approved by the affirmative vote of Voting Members (either in person or by proxy) representing at least seventy five percent (75%) of the Undivided Interests.

**NOW, THEREFORE**, the Board of Directors of the California Corners Condominiums Association, with the approval of the Unit Owners representing at least seventy five percent (75%) of the Undivided Interests, does hereby amend the Declaration as follows:

THIS INSTRUMENT WAS PREPARED BY AND  
AFTER RECORDING RETURN TO:

ELIZABETH A. THOMPSON  
SAUL EWING ARNSTEIN & LEHR LLP  
161 NORTH CLARK STREET, SUITE 4200  
CHICAGO, ILLINOIS 60601

COMMON ADDRESS

4809 NORTH CALIFORNIA AVENUE  
CHICAGO, ILLINOIS 60625

PINS: 13-12-421-022-1001 THROUGH  
13-12-421-022-1009

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

2. **MODIFICATION.** Section 3.9 of Article 3 of the Declaration, as modified by the First Amendment to the Declaration, is hereby further modified by deleting the stricken language and adding the bolded language below:

3.9 **ANIMALS:** No animals shall be raised, bred or kept in any Unit, Limited Common Elements or in the Common Elements, except that dogs, cats, fish and birds of a type and breed commonly kept as pets in urban condominium residences may be kept only in owner-occupied Units, subject to rules and regulations adopted by the Board, and provided (a) that, except for pets regularly kept in a Unit Prior to January 1, 2017, no more than two (2) pets may be kept in any Unit, (b) no pet may be larger than ~~35~~ **sixty-five (65)** pounds, (c) no pets may be kept, bred or maintained for any commercial purpose, and (d) that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board. Any Board decision on matters involving pets shall be final.

3. **MODIFICATION.** Section 2.12 of Article 2 of the Declaration is deleted in its entirety and the following is added in its stead:

2.12 **LIMITS ON LEASING.** (a) Effective as of December 1, 2020, except as permitted by subsections (i)-(iv) of this Section 2.12, no Unit Owner may enter into or renew any "Occupancy Arrangement" (as hereinafter defined) with respect to his or her Residential Unit, or allow any person who is not an owner of such Residential Unit to occupy such Residential Unit pursuant to a lease, sublease, assignment or other Occupancy Arrangement; provided, however, that the owner of a Residential Unit on or before December 1, 2020 may enter into or renew Occupancy Arrangements, for as long as that Unit Owner remains the owner of such Residential Unit. As used herein, Occupancy Arrangement means a lease, sublease, assignment or other agreement or arrangement, whether written or oral, whereby a Unit Owner authorizes a non-Unit Owner third party to have exclusive use and occupancy of a Residential Unit, regardless of the form of consideration, if any, paid, exchanged or otherwise provided between the Unit Owner and such non-Unit Owner third party.

- (i) *Exception – Less than twenty-five percent (25%) of Units Rented.* Any Unit Owner who purchases a Residential Unit after December 1, 2020 may enter into an Occupancy Arrangement for a Residential Unit upon receipt of the Board's written confirmation that the total number of Residential Units then subject to Occupancy Arrangements is less than twenty-five percent (25%) of all of the Residential Units in the Association. If more than twenty-five percent (25%) of the Residential Units are subject to Occupancy Arrangements, the Board will add the name of the requesting Unit Owner to a waiting list. Whenever the number of Residential Units

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subject to Occupancy Arrangements falls below twenty-five percent (25%), the Board will notify the Unit Owner whose name is at the top of the waiting list of the availability to enter into an Occupancy Arrangement. If, within forty-five (45) days after such notice, that Unit Owner submits to the Board a copy of a fully-executed Occupancy Arrangement, the Board will provide written confirmation of its permission to allow such Occupancy Arrangement. If that Unit Owner no longer desires to enter into an Occupancy Arrangement for the Residential Unit or fails to timely submit to the Board a copy of a fully-executed Occupancy Arrangement, the same procedure will be followed with each of the next succeeding Unit Owners on the waiting list until the twenty-five percent (25%) cap is reached or the waiting list is exhausted.

- (ii) *Exception – Hardship Situation.* Any Unit Owner who purchases a Residential Unit after December 1, 2020 may, upon receipt of the Board's prior written approval, enter into an Occupancy Arrangement with respect to that Residential Unit for a period not to exceed one (1) year if the existence of a Hardship Situation (as hereinafter defined) is demonstrated to the reasonable satisfaction of the Board. In the case of a continuing Hardship Situation, the Board may authorize a Unit Owner to enter into a second Occupancy Arrangement with respect to the same Residential Unit for a period not to exceed one (1) additional year. As used herein, a "Hardship Situation" means a situation in which the inability to lease a Residential Unit will subject the Unit Owner to substantial financial hardship, such as a Unit Owner's job transfer, overseas deployment, medical issue, divorce, or death.
- (iii) *Exception – Family Occupancy Arrangement.* Any Unit Owner who purchases a Residential Unit after December 1, 2020 may enter into an Occupancy Arrangement with respect to that Residential Unit with his or her parents, spouse, former spouse, civil partner, children (biological or adopted), grandparents, grandchildren, or siblings.
- (iv) *Exception – Unit Owned by or in Possession of the Association.* The Association may enter into Occupancy Arrangements with respect to any Residential Unit of which the Association is the Unit Owner or the party in possession thereof.
- (b) For purposes of this Section 2.12 only: (i) the pre-December 1, 2020 Unit Owner of a Residential Unit will be deemed to continue to be the Unit Owner of that Residential Unit notwithstanding any of the following transfers: (A) transfer of ownership of a Residential Unit to a living trust or similar estate planning trust by a pre-December 1, 2020 Unit Owner, for as

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long as the pre-December 1, 2020 Unit Owner is alive and acting as a trustee under that trust; or (B) transfer of a Residential Unit to a land trust, for as long as the pre-December 1, 2020 Unit Owner is alive and is the sole or majority beneficial owner of that land trust; and (ii) the sale or transfer of a majority of the ownership or beneficial interest in an entity holding title to a Residential Unit, on a cumulative basis, shall be deemed a transfer of ownership.

- (c) No Residential Unit shall be leased for a term of less than twelve (12) months. Any lease permitted hereunder shall be in writing, a copy of which must be delivered to the Association, and shall provide that the lease shall be subject to the terms of the Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. The Board may adopt such rules and regulations applicable to the lease of Units as it deems advisable and necessary.

4. MODIFICATION. Section 3.11 of Article 3 of the Declaration, as modified by the First Amendment, is further modified by deleting the stricken language below:

Unit Owners are solely responsible for the conduct and actions of their tenants, guests, invitees and any other persons who may occupy a Unit Owner's Unit or any portion of the Common Elements at the invitation of a Unit Owner or with the permission of a Unit Owner ~~including but not limited to any persons occupying a Unit Owner's Unit through the use of a short-term rental or home sharing website.~~ In the event that damage is caused to any portion of the Common Elements as a result of any conduct or actions taken by any person occupying a Unit ~~through the use of a short-term rental or home sharing website,~~ the owner of the Unit which was occupied by such persons shall be solely responsible for the costs of all damage, maintenance, repairs or replacements to the Common Elements. The Association may arrange for all required maintenance, repairs or replacements and charge all of the costs thereof back to the owner of the Unit which was occupied by the person causing such damage and all such costs shall remain as a lien against such Unit, subject to collection, in the same manner as Common Expense assessments.

5. CONTINUATION. All other provisions of the Declaration shall remain in full force and effect.

*[signature page to follow]*

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**IN WITNESS WHEREOF**, the President and Secretary of the Board of Directors of California Corners Condominiums Association, with the approval of the Unit Owners having at least seventy five percent (75%) of the Undivided Interests, have signed and acknowledged this Amendment this \_\_\_\_\_ day of 2/5/2021, 2021.

**CALIFORNIA CORNERS  
CONDOMINIUMS ASSOCIATION**

DocuSigned by:  
Michael Beller  
6E828B97D62B4F4...  
By: \_\_\_\_\_  
Its

President

DocuSigned by:  
DS  
104B42CD818443E...  
By: \_\_\_\_\_  
Its Secretary

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## EXHIBIT A

### LEGAL DESCRIPTION

CALIFORNIA CORNERS CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 18 AND 19 IN FRY'S SUBDIVISION OF LOTS 1 TO 31 (INCLUSIVE) IN PLUMMER AND DAVIS' SUBDIVISION OF LOTS 57 AND 62 IN SHACKFORD'S SUBDIVISION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 19, 2009 AS DOCUMENT NUMBER 0913918033; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

**COMMON ADDRESS:** 4809 NORTH CALIFORNIA AVENUE  
CHICAGO, ILLINOIS 60625

**PINS:** 13-12-421-022-1001 THROUGH 13-12-421-022-1009