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AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BYLAWS FOR ABERDEEN OF RIVER WEST



Doc# 2105433000 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/23/2021 09:07 AM PG: 1 OF 17

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws ("Declaration") for Aberdeen of River West Condominium Association ("Association"), which Declaration was recorded as Document Number 0505345141 in the office of the Recorder of Deeds of Cook County, Illinois on February 22, 2005.

WITNESSETH:

WHEREAS, the Board of Directors and Unit Owners desire to adopt an Amendment to restrict leasing at the Association; and

WHEREAS, pursuant to Article 13, Section 7 of the Declaration, the provisions of the condominium instruments may be amended, changed, or modified by an instrument in writing setting forth such amendment, change, or modifications signed and acknowledged by the President or Vice-President, and approved by the Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose; and

WHEREAS, said instrument has been signed and acknowledged by the President or Vice-President; and

WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been approved by the Unit Owners having at least sixty-seven percent (67%) of the total vote, as evidenced by the affidavit and attached ballots; and

NOW, THEREFORE, the Association hereby declares that Section (2) to Article 12 of the Declaration be and is hereby amended as follows (additions in text are indicated by double underline and deletions in text are indicated by strike-out):

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

David B. Savitt, Esq.
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, Illinois 60060
(847) 537-0500

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S L
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SC Y
E Y
INT 2/20

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12.2 Limits on Lease Terms. No portion of a Unit Ownership which is less than the entire Unit Ownership shall be leased except as provided herein; provided, however, that the foregoing limitation shall not restrict a Unit Owner from leasing his assigned Garage Space. No lease shall extend for a term of less than 6 months nor in excess of the earlier to occur of the termination of Unit Ownership or 2 years. The lessee under every lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of 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 thereby from any of said obligations. Each and every lease of a Unit Ownership shall be in writing and the Unit Owner leasing the Unit Ownership shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed and prior to occupancy.

In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the premises. Following the effective date of this Amendment and subject to the provisions contained herein, at no time shall there be more than twenty-five (25%) percent of the total Units leased. In addition, no Unit Owner shall be eligible to lease out their Unit until they have resided in the Unit for a period of twenty-four (24) consecutive months. All Owners desiring to lease their Unit must follow the procedures as set forth herein. Any Owner properly leasing their Unit as of the effective date of this Amendment shall be "grandfathered" regardless of whether they have resided in the Unit for a period of twenty-four (24) consecutive months and shall be allowed to continue to lease their Unit, without restriction, for a period of twenty four (24) months from the date of this Amendment. Upon expiration of the twenty-four month period following the effective date of this Amendment, all Owners shall be immediately subject to the lease restrictions contained herein.

- 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 Unit must apply to the Board prior to entering into a lease agreement and provide a copy of the proposed lease in advance of execution.

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- c) The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein.
- d) Once a Unit Owner has resided in the Unit for a period of twenty-four (24) consecutive months, and thereby acquired the right to lease, they shall be subject to the following procedure:
- i. In the event less than twenty-five (25%) percent of the total Units at the Association are being leased out at the time of application, the Owner shall be permitted to lease the Unit.
 - ii. In the event more than twenty-five (25%) percent of the total Units at the Association are currently being leased at the time of the application, the Owner's name shall be added to a waiting list to be maintained by the Board, and the Unit may not be leased except as set forth below:
 1. Addition to the Waiting List is on a first-come, first-served basis, which shall be determined chronologically. For example, if a Unit Owner desires to be placed on the Waiting List, they will be placed at the end of the Waiting List with the date and time of the placement listed ("Waiting List Date"). The Unit Owner with the oldest Waiting List Date shall be the first person eligible to lease their Unit, should a spot open.
 2. If there is a Unit Owner(s) on the Waiting List when a spot opens, the first person on the Waiting List will be notified by the Board that a right to lease has opened, and thereafter the Unit Owner shall have fourteen (14) days to notify the Board in writing of their intent to lease. The Unit Owner must then provide a copy of an executed Lease within sixty (60) days following the Unit Owner's notification to the Board of his or her intent to lease; otherwise the Unit Owner forfeits his right to lease and the right to rent will transfer to the next person on the Waiting List.
- e) 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, step or adopted), aunts, uncles, nephews, nieces, first cousins and siblings of the Unit Owner.

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- f) Hardship: If a hardship as determined by the Board of Directors, exists, 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 period of one (1) year. 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. After the one (1) year period, if the Unit Owner wishes to be considered for an extension of the hardship, such Unit Owner shall make a request to the Board and must comply with all other restrictions provided in this Subsection (ii). All decisions of the Board shall be final. The Board's decision shall be final and binding.
- 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.
- 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.

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- 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. Unit Owners should be aware that the Association may monitor these short-term rental websites periodically to ensure compliance.

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.

[SIGNATURE PAGE TO FOLLOW]

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APPROVED THIS 16 DAY OF January, 2021 BY THE BOARD OF DIRECTORS FOR ABERDEEN OF RIVER WEST CONDOMINIUM ASSOCIATION:

APPROVED THIS 16 DAY OF January, 2021

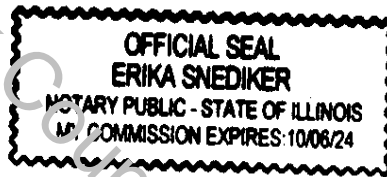
President, Board of Directors:

Attest:

[Signature]
Secretary, Board of Directors

Subscribed and sworn to before me
this 16th day of January, 2021

[Signature]
Notary Public



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EXHIBIT A LEGAL DESCRIPTION

LOTS 7, 8 AND 9 IN BLOCK 10 IN SUBDIVISION OF BLOCKS 9, 10, 24 TO 27, 40 TO 42 AND THE SOUTHWEST PART OF LOT 43 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE TENEMENTS AND APPURTENANCES THEREUNTO BELONGING.

PINS: 17-08-247-013, 17-08-247-014, 17-08-247-020

COMMONLY KNOWN AS: 454 N. ABERDEEN, CHICAGO, IL 60622-6551

Property of Cook County Clerk's Office

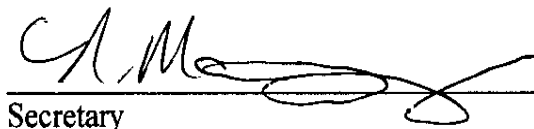
UNOFFICIAL COPY

EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Noelle McInerney, do hereby certify that I am the duly elected and qualified Secretary for the Aberdeen of River West 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 for the Aberdeen of River West Condominium Association, was duly approved by the Unit Owners Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose, in accordance with the provisions of Article 13, Section 7 of the Declaration.


Secretary

Dated at Chicago, Illinois this
20 day of July, 2020.

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EXHIBIT

EXHIBIT A - [Illegible Title]

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ABERDEEN OF RIVER WEST CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Aberdeen of River West Condominium Association, specifically regarding the restriction of leasing:

I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

OWNER:

[Signature] (signature)
Caroline Foust (print name)

DATE:

7/14, 2020

Property Address:

454 N Aberdeen, 15
Chicago, Illinois

Percentage of Ownership in Common Elements: 12.5 %

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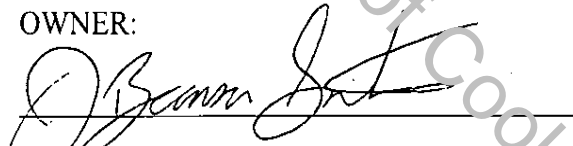
ABERDEEN OF RIVER WEST CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Aberdeen of River West Condominium Association, specifically regarding the restriction of leasing:

- I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

OWNER:

 (signature)
Justin Bronson Smith (print name)

DATE: June 14, 2025

Property Address: 454 N. Aberdeen St. Unit 35
Chicago, Illinois

Percentage of Ownership in Common Elements: 12.5 %

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ABERDEEN OF RIVER WEST CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Aberdeen of River West Condominium Association, specifically regarding the restriction of leasing:

I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

OWNER:

 (signature)

Benjamin Pallister (print name)

DATE: 7/25/20, 20

Property Address: 454 Aberdeen St. Unit 65
Chicago, Illinois 60642

Percentage of Ownership in Common Elements: 12.5 %

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ABERDEEN OF RIVER WEST CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Aberdeen of River West Condominium Association, specifically regarding the restriction of leasing:

I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

OWNER:

[Handwritten Signature] (signature)

Brett Sortal (print name)

DATE: July 14, 2020

Property Address: 454 N. Aberdeen St #25
Chicago, Illinois

Percentage of Ownership in Common Elements: 12.5 %

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ABERDEEN OF RIVER WEST CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Aberdeen of River West Condominium Association, specifically regarding the restriction of leasing:

I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

OWNER:

Adam Jochick (signature)

Adam Jochick (print name)

DATE: 6/10/2020, 2

Property Address: 454 N Aberdeen Ln
Chicago, Illinois

Percentage of Ownership in Common Elements: 12.5 %

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ABERDEEN OF RIVER WEST CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Aberdeen of River West Condominium Association, specifically regarding the restriction of leasing:

- I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

OWNER:

Kathryn Johnson (signature)
KATHRYN JOHNSON (print name)

DATE: July 25, 2020

Property Address: 454 N ABERDEEN ST #6N
CHICAGO, Illinois

Percentage of Ownership in Common Elements: 12.5 %

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ABERDEEN OF RIVER WEST CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Aberdeen of River West Condominium Association, specifically regarding the restriction of leasing:

- I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

OWNER:

A. McInerney (signature)

Noelle McInerney (print name)

DATE: 7/16/20, 20

Property Address: 454 N. Aberdeen St. -A 2N
Chicago, Illinois 60642

Percentage of Ownership in Common Elements: 12.5 %

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STATE OF ILLINOIS DEPARTMENT OF REVENUE

OFFICE

As a result of a recent audit, the following information was determined to be correct for the year ended 12/31/2014. The information is being provided to you for your information.

PROPERTY IDENTIFICATION NUMBER	PROPERTY CLASSIFICATION	PROPERTY VALUE	ASSESSMENT RATIO	ASSESSMENT YEAR
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454545454545454545	RESIDENTIAL	3,350,000.00	0.0000	2014
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161616161616161616	RESIDENTIAL	3,700,000.00	0.0000	2014
262626262626262626	RESIDENTIAL	3,750,000.00	0.0000	2014
363636363636363636	RESIDENTIAL	3,800,000.00	0.0000	2014
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969696969696969696	RESIDENTIAL	4,100,000.00	0.0000	2014
070707070707070707	RESIDENTIAL	4,150,000.00	0.0000	2014
171717171717171717	RESIDENTIAL	4,200,000.00	0.0000	2014
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373737373737373737	RESIDENTIAL	4,300,000.00	0.0000	2014
474747474747474747	RESIDENTIAL	4,350,000.00	0.0000	2014
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090909090909090909	RESIDENTIAL	5,150,000.00	0.0000	2014
191919191919191919	RESIDENTIAL	5,200,000.00	0.0000	2014
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Property of Cook County Clerk's Office

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PROXY/BALLOT FOR ABERDEEN OF RIVER WEST CONDOMINIUM ASSOCIATION

MEETING OF _____, 20__

I, (print name) _____, owner of the Unit listed below at the Aberdeen of River West Condominium Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held _____, 20__, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amendment regarding the restriction of leasing.
- I do not approve of the Amendment regarding the restriction of leasing.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the _____ day of _____, 20__.

Signature line
Printed Name

Property Address: _____ Unit # _____
Chicago, Illinois

Percentage of Ownership in Common Elements: _____ %

UNOFFICIAL COPY

ABERDEEN OF RIVER WEST CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for the Aberdeen of River West Condominium Association, specifically regarding the restriction of leasing:

I AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT REGARDING LEASING SHOULD BE PASSED.

OWNER:

[Signature] (signature)

Jay Gottfried (print name)

DATE: 9/28, 2020

Property Address: 454 N Aberdeen St
Chicago, Illinois

Percentage of Ownership in Common Elements: 12.5 %