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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/03/2021 02:54 PM PG: 1 OF 6

AMENDMENT TO THE DECLARATION OF
CONDOMINIUM PURSUANT TO THE ILLINOIS
CONDOMINIUM PROPERTY ACT

2933 NORTH CLYBOURN AT WELBOURN ROW
CONDOMINIUM

WHEREAS, the 2933 North Clybourn at Welbourn Row Condominium Association (the "Association"), is a condominium association organized and existing pursuant to the laws of the State of Illinois; and

WHEREAS, the Association is governed by that certain Declaration of Condominium Pursuant to the Illinois Condominium Property Act 2933 North Clybourn at Welbourn Row Condominium (the "Declaration"), which was recorded with the Cook County Recorder of Deeds as Document No. 0335844039; and

WHEREAS, the Declaration contains restrictions on the leasing of units within the Association; and

WHEREAS, the Board is concerned that the number of rentals in the Association could have impact on the future of the Association; and

WHEREAS, the Board and the membership are desirous of amending the Declaration to limit the number of rentals, but also grandfathering current owners; and

WHEREAS, Section 18 of the Declaration permits amendments provided it has been approved by 67% of the Unit Owners, signed or acknowledged by the President or any Vice-President of the Association and containing an affidavit from an officer certifying that the Amendment has been approved by the requisite vote of the Unit Owners and that the amendment has been mailed by certified mail to all mortgagees having bona fide liens; and

WHEREAS, the requisite number of owners have approved this Amendment and the other requirements of Section 18 of the Declaration have been complied with; and

NOW THEREFORE, the following shall be deemed an Amendment to the Declaration:

1. Paragraph 7 of the Declaration shall be deleted and replaced with the following:

"7. Leasing Restrictions. Notwithstanding anything to the contrary in this Declaration, in order to preserve the residential character of the Association, effective as of the recording date of this Amendment ("Effective Date"), the leasing of Units shall be limited as follows:

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(a) Minimum Lease Term. No Unit may be leased or subleased for a term less than one (1) year.

(b) Leasing Cap.

(i) Limitations to the Number of Leases. The leasing of Units that are sold, transferred, conveyed, devised or otherwise acquired after the Effective Date shall be limited to not more than thirty percent (30%) of the Units (calculated by number of Units) ("Leasing Cap") at any time; provided, however, that this Leasing Cap shall not apply to any Unit owned by a Unit Owner before the Effective Date.

Any Unit Owner seeking to lease their Unit shall submit an application to the Board via the Association's manager on forms presented by the Board from time to time. If the number of Units then leased is at the Leasing Cap, the Unit shall not be leased except as expressly set forth herein.

The Board shall maintain a list of leased Units for determining the Leasing Cap and may adopt rules and regulations governing said lists and the implementation and administration of the Leasing Cap ("Leasing Rules"). Such Leasing Rules may require each Unit Owner to obtain written approvals from the Board or its managing agent for any proposed lease to ensure that the Unit continues to be exempted from the leasing limitations contained herein or the proposed lease will not exceed the Leasing Cap set forth herein. Any lease in effect upon the effective date of these Leasing Rules may be renewed or extended with the current Lessee only. However, upon the termination of the tenancy of the current Lessee for any reason whatsoever, the Unit Owner shall be bound by the provisions of this Paragraph 7 except for the Leasing Cap as provided above.

Any Unit Owner who has been given permission to lease their Unit shall enter into a lease for occupancy no more than two (2) months after said permission is granted. If the Unit Owner fails to enter into a lease within said time period, the Unit Owner shall be deemed to have waived their right to lease and shall submit a new application and comply with the provisions of this Paragraph 7.

(ii) Family Member Exemption. Any Unit occupied by an Immediate Family Member of the Unit Owner shall not be considered leased for the purpose of this Amendment. The term "Immediate Family" of a Unit Owner shall mean a spouse, child, step-child, step-parent, step-grandparent, sibling or parent, grandparent, niece or nephew. The Unit Owner seeking to have their Unit occupied by an Immediate Family

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Member has the burden of proving to the Board's satisfaction that the proposed Occupant is in fact an Immediate Family Member.

- (iii) Short-term rentals. No unit shall be used as a short-term vacation rental at any time.
- (iv) Hardship. To avoid undue hardship caused by the Leasing Cap, the Board may grant permission to a Unit Owner to lease his or her Unit to a specified lessee for a period of up to one (1) year. Proof of a continued hardship with written Board approval is required for any additional lease extensions pursuant to this hardship exception.

To lease a Unit under the hardship exception after the Effective Date, a Unit Owner must submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. Only written approval granting a hardship exception shall be deemed approval of the hardship request. The Board has the sole discretion to approve all applications for hardship leases, and any decisions of the Board shall be binding upon the Unit Owner.

- (c) Minimum Ownership Requirement. Any Unit Owner who acquires a Unit after the Effective Date shall not lease their Unit for the first twelve (12) months of ownership.
- (d) Rules. The Board may adopt rules and regulations governing the implementation and administration of the restrictions set forth in this Paragraph 7.
- (e) Remedies. Any Unit Owner failing to comply with these leasing restrictions shall be subject to remedies available the Association under the Declaration, Illinois Condominium Property Act and/or Illinois law which include, but shall not be limited to, fines, assessment against the Residential Unit of legal fees and costs incurred by the Association and the eviction of their lessee(s).
- (f) Board Authority to Lease Units. The restrictions set forth in this Paragraph 7 shall not impair the Board's ability to lease a Unit pursuant to Article IX of the Code of Civil Procedure (forcible entry and detainer) or through purchase of a Unit through foreclosure or similar proceeding on terms it deems appropriate."

THIS AMENDMENT SHALL BE EFFECTIVE UPON ITS RECORDING

THE REMAINING PROVISIONS OF THE DECLARATION SHALL REMAIN IN FULL FORCE AND EFFECT.

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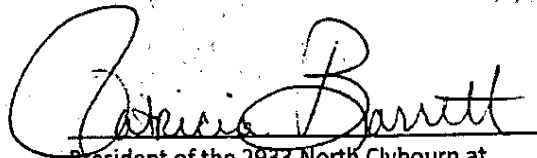
STATE OF ILLINOIS)

COUNTY OF COOK)

AFFIDAVIT

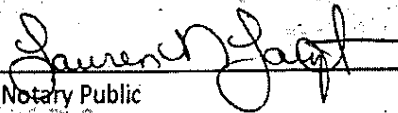
The undersigned, the President of the 2933 North Clybourn at Welbourn Row Condominium Association, certifies and affirms that the requisite number of owners have approved the Amendment to the Declaration affixed hereto and that a copy of the Amendment was mailed by certified mail to all mortgages holding bona fide liens of record at least 10 days before the signing of this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT



President of the 2933 North Clybourn at
Welbourn Row Condominium Association

Subscribed and sworn to before me this
16 day of July, 2020.


Notary Public



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LEGAL DESCRIPTION

UNITS 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404, 405, P33-1, P33-2, P33-3, P33-4, P33-5, P33-6, P33-7, P33-8, P33-9, P33-10, P33-11, P33-12, P33-13, P33-14, P33-15, P33-16, AND P33-17 IN THE 2933 NORTH CLYBOURN AT WELBOURN ROW CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS AND/OR PART OF LOTS IN THE SUBDIVISION OF THAT PART LYING NORTH OF CLYBOURN AVENUE OF LOT 14 IN THE SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT PARTITION OF PARTS OF SECTON 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM REOCRDED AS DOCUMENT NUMBER 0335844039, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMETNS, ALL IN COOK COUNTY, ILLINOIS.

All Units Addressed at 2933 North Clybourn Avenue, Chicago, Illinois 60618.

Unit	PIN	Unit	PIN
201	14-30-119-043-1001	P33-2	14-30-119-043-1017
202	14-30-119-043-1002	P33-3	14-30-119-043-1018
203	14-30-119-043-1003	P33-4	14-30-119-043-1019
204	14-30-119-043-1004	P33-5	14-30-119-043-1020
205	14-30-119-043-1005	P33-6	14-30-119-043-1021
301	14-30-119-043-1006	P33-7	14-30-119-043-1022
302	14-30-119-043-1007	P33-8	14-30-119-043-1023
303	14-30-119-043-1008	P33-9	14-30-119-043-1024
304	14-30-119-043-1009	P33-10	14-30-119-043-1025
305	14-30-119-043-1010	P33-11	14-30-119-043-1026
401	14-30-119-043-1011	P33-12	14-30-119-043-1027
402	14-30-119-043-1012	P33-13	14-30-119-043-1028
403	14-30-119-043-1013	P33-14	14-30-119-043-1029
404	14-30-119-043-1014	P33-15	14-30-119-043-1030
405	14-30-119-043-1015	P33-16	14-30-119-043-1031
P33-1	14-30-119-043-1016	P33-17	14-30-119-043-1032

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AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I, Ruben Avina, being duly sworn, state that I have access to the copies of the attached
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

Amendment to the Declaration of Condominium
(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Patricia Barrett _____
(print name(s) of executor/grantor) (print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Agent
(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

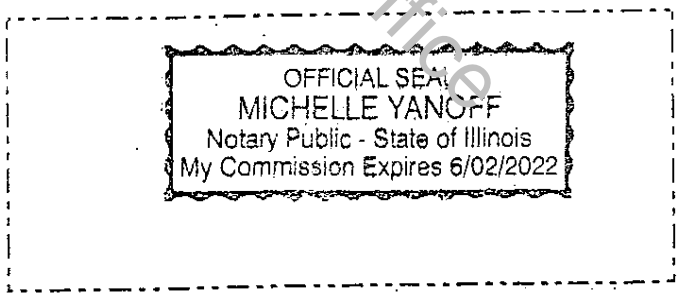
I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

[Signature]
Affiant's Signature Above

03/03/2021
Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

03/03/2021
Date Document Subscribed & Sworn Before Me
Michelle Yanoff
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverpage. However, this affidavit is NOT required to be recorded, only presented to the CCRD as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the CCRD prior to its recording.