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**FIRST AMENDMENT TO
THE AMENDED AND
RESTATED DECLARATION
OF CONDOMINIUM OWNERSHIP
AND BYLAWS, EASEMENTS,
RESTRICTIONS AND COVENANTS
FOR THE WASHINGTON HOUSE
CONDOMINIUM ASSOCIATION**



Doc# 2327734048 Fee \$67.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/04/2023 01:48 PM PG: 1 OF 9

This Amendment to Declaration is made and entered into the 20th day of September, 2023, and is an amendment to that certain Amended and Restated Declaration of Condominium Ownership and Bylaws, Easements, Restrictions and Covenants for the Washington House Condominium Association, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 1222029044 on August 7, 2012 ("Declaration").

WITNESSETH:

WHEREAS, the Washington House Condominium Association and its Owners are the legal title holders of Real Estate located in the County of Cook State of Illinois and legally described as Exhibit "A" to the Declaration and this Amendment;

WHEREAS, pursuant to Article XXI Section 21.06 of the Declaration, the Declaration may be amended, changed, or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least three-fourths (3/4) of the Unit Owners; provided, however, that lien holders of record are notified by certified mail of such amendment, change, or modification by certified mail not less than ten (10) days prior to the date of an affidavit by the secretary certifying to such mailing is part of such instrument; and

WHEREAS, said instrument has been signed and acknowledged by all members of the Board, said acknowledgment being attached hereto as Exhibit B; and

WHEREAS, said instrument has signed approval by at least three-fourths (3/4) of the unit owner vote in writing, as evidenced by the Certification as to Unit Owner Approval and Owner Ballots attached hereto as Exhibit C; and

WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit D certifying that a complete 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 (1) days prior to the date of such affidavit;

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NOW THEREFORE, the Association hereby declares that Article IX Section 9.01(a) of the Declaration be and is hereby amended as follows (removed language is STRIKEN, added language is **BOLDED**):

“9.01 Sale or Lease

a. Sale or Lease. Any Unit Owner other than the Declarant who wishes to sell or lease his Unit Ownership (~~or any lessee of any Unit wishing to assign or sublease such Unit~~) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as set forth hereinafter, together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, following the date of receipt of such notice of the contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner (~~or lessee~~) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale (~~or sublease or assignment~~) of such Unit Ownership to the proposed purchaser or lessee named in such note upon the terms specified therein. If the Unit Owners (~~or lessee~~) fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

b. Leasing Prohibited. It is the intent that each Unit at the Washington House Condominium Association shall be occupied and used as a private dwelling for the Owner and his or her immediate family member(s) only. Therefore, the leasing of units is prohibited.

- i. Upon the sale or conveyance of any Unit, the purchaser must reside in the Unit and is prohibited from leasing it to any third party, for any reason, subject to the additional provisions of this Section 9.01(b).
- ii. Notwithstanding any provisions of the Declaration to the contrary, effective as the recording date of this Amendment, a “lease” or “lease agreement” shall be defined as a landlord/tenant lease agreement, sublease, rental, short-term rental or any other tenancy arrangement (ie. AirBnB, VRBO, etc) of a Unit by a Unit Owner, any descendant of a Unit Owner or contract purchaser, including any transaction which would include Articles of Agreement for Deed (a/k/a Installment Agreement for Deed).
- iii. Occupancy of a Unit by a Unit Owner's immediate family member(s) without the Unit Owner being a resident shall not be subject to the restrictions set forth in this Section 9.01(b).

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- iv. "Immediate family member" is defined as a spouse (or significant other), grandparent, parent, child (natural or adopted), grandchild or sibling of a Unit Owner. The Board may request and require proof of an immediate family relationship between a Unit Owner and occupant(s).
- v. This Section 9.01(b) shall not apply to any Owner who requires a personal caregiver to reside in the Unit with the Owner.
- vi. **Grandfathered Leases.** Those Units which are leased as of the recording date of this Amendment may continue to be leased until whichever occurs *first* between the following scenarios:
1. Until the Unit is sold, re-occupied by the Owner or otherwise conveyed, or
 2. In the event an Owner dies, upon sale conveyance of that Owner's Unit by way of an Executor, Administrator or Trustee's Deed, at which time the Unit must be owner-occupied;

The grandfathering permission will not apply for any existing short-term rentals (ie. AirBnB, VRBO, etc) or any tenancy arrangements that, pursuant to its written terms, are less than one (1) year in duration. A copy of any grandfathered lease must be in writing and on file with the Association Board of Directors or Management Company, as required by the Illinois Condominium Property Act.

- vii. **Hardship Allowance.** To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of not more than one (1) year on such reasonable terms as the Board may establish and shall be renewable at the sole discretion of the Board. If the renewal of the lease due to hardship reasons is approved, said renewal shall be extended for a period of time at the sole discretion of the Board. Such permission may be granted by the Board only upon written application by the Unit Owner to the Board giving the reasons other Owner wishes to be considered for the hardship. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be in writing and subject to the Declaration, By-Laws and Rules and Regulations governing the Association.
- viii. Any Unit being leased out in violation of this Section 9.01(b) or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors 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.

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- ix. **In addition to the authority to levy fines against the Owner for violation of this Section 9.01(b) 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 Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.**
- x. **Any action brought on behalf of the Association and/or the Board of Directors to enforce this Section 9.01(b) shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.**
- xi. **All unpaid charges 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.**
- xii. **This Section 9.01(b) 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."**

This Amendment shall be effective upon recordation in the Office of Recorder of Deeds of Cook County, Illinois. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

This instrument was prepared by:

Erickson Law Office, Ltd., 716 Lee Street, Des Plaines, Illinois 60016

UPON RECORDING, MAIL TO:

Erickson Law Office, Ltd.
716 Lee Street
Des Plaines, Illinois 60016

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EXHIBIT "A"

Legal Description, PINs, Percentage of Interest

The North ½ of Lot 11, Lot 8 (except the North 166.70 feet thereof), Lot 7 (except the North 150.0 feet thereof) the East ½ of Lot 6, (except the North 150.0 feet thereof) in block 4 in Frederick H. Bartlett's Lawrence Avenue Subdivision in the Northwest ¼ of Section 17, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

<u>Unit No.</u>	<u>PIN</u>	<u>Percentage of Interest in Common Elements</u>
101	13-17-207-194-1001	2.465
102	13-17-207-194-1002	2.465
103	13-17-207-194-1003	2.465
104	13-17-207-194-1004	2.465
105	13-17-207-194-1005	2.397
106	13-17-207-194-1006	2.363
107	13-17-207-194-1007	2.397
108	13-17-207-194-1008	2.397
109	13-17-207-194-1009	2.025
110	13-17-207-194-1010	2.465
111	13-17-207-194-1011	2.465
112	13-17-207-194-1012	2.092
113	13-17-207-194-1013	2.803
201	13-17-207-194-1014	2.532
202	13-17-207-194-1015	2.532
203	13-17-207-194-1016	2.532
204	13-17-207-194-1017	2.532
205	13-17-207-194-1018	2.465
206	13-17-207-194-1019	2.431
207	13-17-207-194-1020	2.465
208	13-17-207-194-1021	2.465
209	13-17-207-194-1022	2.092
210	13-17-207-194-1023	2.532
211	13-17-207-194-1024	2.532
212	13-17-207-194-1025	2.160
213	13-17-207-194-1026	2.532
214	13-17-207-194-1027	2.092

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<u>Unit No.</u>	<u>PIN</u>	<u>Percentage of Interest in Common Elements</u>
301	13-17-207-194-1028	2.600
302	13-17-207-194-1029	2.600
303	13-17-207-194-1030	2.600
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304	13-17-207-194-1031	2.600
305	13-17-207-194-1032	2.532
306	13-17-207-194-1033	2.498
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307	13-17-207-194-1034	2.532
308	13-17-207-194-1035	2.532
309	13-17-207-194-1036	2.160
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310	13-17-207-194-1037	2.600
311	13-17-207-194-1038	2.600
312	13-17-207-194-1039	2.228
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313	13-17-207-194-1040	2.600
314	13-17-207-194-1041	2.160
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TOTAL		100

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EXHIBIT "B"

Acknowledgment by Board of Managers

We, the undersigned, are the members of the Board of Washington House Condominium Association, established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby acknowledge to this amendment to the Declaration for the Washington House Condominium Association. In witness whereof, we have signed this document and cast our votes in favor of this amendment at a duly called meeting of the Board of Managers on September 20, 2023.

Laura Watson
Member of the Board of Directors

Mary Brenner
Member of the Board of Directors

J. A. Brunk
Member of the Board of Directors

Member of the Board of Directors

Alan E. Pasternak
Member of the Board of Directors

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EXHIBIT "C"

Certification as to Unit Owner Approval And Owner Ballots

I, Laura Watson, do hereby certify that I am the duly elected and qualified secretary for the Washington House Condominium Association, and as such Secretary, I am the keeper of the books and records for the Association.

I further certify that the attached Amendment to the Declaration of Condominium Ownership for the Washington House Condominium Association, was duly approved by Unit Owners having at least three-fourths (3/4) of the total vote in the Association, as evidenced by the attached ballots and in accordance with the provisions of Article XXI 21.06 of the Declaration.

Laura Watson
Secretary

Dated at _____, Illinois

20th day of September, 2023.

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EXHIBIT "D"

Affidavit of Mailing

I, JOHN B BRINIS, state that I am a member of the Board of Managers of the Washington House Condominium Association, and hereby certify that the foregoing Amendment was mailed by Certified Mail, Return Receipt Requested, to all lien holders of record pursuant to the requirements of Article XXI 21.06 of the Declaration.

Dated: SEP 21 2023

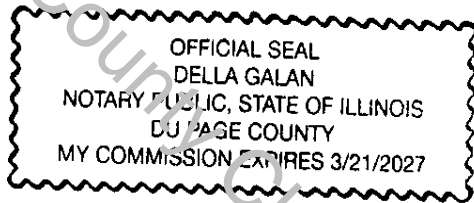
By: John B Brinis

Title: PRESIDENT

Subscribed and sworn to before me this 21 day of

September, 2023.

Della Galan
Notary



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