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**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND
BYLAWS,
EASEMENTS,
RESTRICTIONS AND
COVENANTS FOR THE
5302 NORTH
WINTHROP
CONDOMINIUM**

Doc# 2402610010 Fee \$71.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/26/2024 10:25 AM PG: 1 OF 11

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration (hereafter the "Declaration") for 5302 North Winthrop Association, (hereafter the "Association"), which Declaration was recorded on October 8, 2002 as Document Number 0021105486 in the Office of the Recorder of Deeds of Cook County, Illinois; and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

WITNESSETH:

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

WHEREAS, pursuant to Article XIX, Section 6 of the Declaration, and Section 27(b) of the Illinois Condominium Property Act, the provisions of the Declaration may be amended changed or modified by the affirmative vote of two-thirds (2/3) of the Unit Owners as well as the written consent of mortgagees of the outstanding mortgages on the Properties. The change, modification or rescission shall be effective upon recordation of such instrument in the office of the recorder of deeds of Cook County, Illinois; and

WHEREAS, said instrument has been signed and acknowledged by the Board of Directors of the Association;

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been executed by Owners of at least two-thirds of the Unit Owners; and

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

Sabina Arutyunyan
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060

DATE 1-26-24 COPIES 6x
OK BY RUISTO

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

1. 12. Leasing. Notwithstanding any foregoing provisions of this Declaration to the contrary, all Units must be owner-occupied, except as hereinafter provided:
 - (a) Those Units that are leased on the effective date of this Amendment may continue to be leased, by the same tenant that is leasing the Unit on the date of this Amendment, until the Unit is sold or ownership is otherwise transferred. A copy of the current lease must be on file with the Board of Managers in order to qualify for this grandfather exception. Any future lease from a grandfathered Unit must have the same tenant information and must be submitted on an annual basis.
 - (b) An Owner may lease a second bedroom within their Unit only if the Owner resides in the same Unit as their primary residence. An Owner must first obtain prior written approval from the Board of Directors to lease a second bedroom under this provision.
 - (c) An Owner must own their Unit for two years prior to leasing their Unit. An Owner must first obtain prior written approval from the Board of Directors to lease their Unit under this provision.
 - (d) No Unit shall be licensed to any person.
 - (e) No Unit shall be used for a rental or license business (i.e. Airbnb, Vrbo, etc.).
 - (f) The Board of Directors of the Association shall have the right to lease any Association owned Units or any Unit of which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.
 - (g) Any Unit being leased out in violation of this Amendment or any Unit 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.
 - (h) In addition to the authority to levy fines against the Unit Owner 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 Unit Owner and/or their tenant, under 735 ILCS 5/9-101 et seq., an action for injunctive and other equitable relief, or an action at law for damages.
 - (i) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
 - (j) 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.

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

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

APPROVED BY THE BOARD OF DIRECTORS THIS 15 DAY OF October, 2023.

5302 NORTH WINTHROP CONDOMINIUM
ASSOCIATION

By: Uli Singer

Its President

ATTEST:

By: Mikelle Hartzen

Its: Vice President

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EXHIBIT B

CERTIFICATION AS TO OWNER APPROVAL

I, Kaitlin Bradshaw, do hereby certify that I am the duly elected and qualified Secretary for the 5302 North Winthrop Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the persons whose names are subscribed to the foregoing instruments represent at least 2/3 of the Unit Owners and that by their respective signatures approve the Leasing Amendment, in accordance with the provisions of Section 27(b) of the Illinois Condominium Property Act.

Executed this 15 day of October, 2023

Kaitlin Bradshaw
Secretary

UNOFFICIAL COPY**Legal Description**

Exhibit A

5302 North Winthrop Condominium Association

Legal Description: Units 1 through 4 in the 5302 North Winthrop Condominium Association, as delineated and defined on the plat of survey of part of Lot 12 in John Lewis Cochran's Subdivision of the West Half of the Northeast Quarter of Section 8, Township 40 North, range 14, East of the Third Principal Meridian, which plat of survey is attached as Exhibit "A" to the Declaration recorded October 8, 2002 as Document Number 0021105486, in Cook County, Illinois.

Permanent Index Numbers: 14-08-207-021-1001, 14-08-207-021-1002, 14-08-207-021-1003 through 14-08-207-021-1004

Property of Cook County Clerk's Office

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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEES

STATE OF ILLINOIS)

COUNTY OF COOK)

I, Kaitlin Broadshaw, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of 5302 North Winthrop Condominium Association and that pursuant to Article XIX, Section 6 of the Declaration, written notice of the foregoing amendment has been sent by certified mail to all mortgagees having bona fide liens of record against any unit in the aforesaid condominium not less than ten (10) days prior to the date of this affidavit. The identity of said mortgagees was obtained by reference to the instrument record of the condominium, Cook County Clerk's records, and/or by information solicited and received from the unit owners in the condominium.

Executed this 30 day of December, 2023.

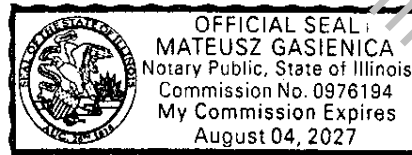
Kaitlin Broadshaw

Secretary of 5302 North Winthrop
Condominium Association

Sworn to and subscribed before me this
30th day of December, 2023

Mateusz Gasienica

Notary Public



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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEES

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Kaitlin Bradshaw, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of 5302 North Winthrop Condominium Association and that pursuant to Article XIX, Section 6 of the Declaration, written notice of the foregoing amendment has been sent by certified mail to all mortgagees having bona fide liens of record against any unit in the aforesaid condominium not less than ten (10) days prior to the date of this affidavit. The identity of said mortgagees was obtained by reference to the instrument record of the condominium, Cook County Clerk's records, and/or by information solicited and received from the unit owners in the condominium.

Executed this 15 day of October, 2023.

Kaitlin Bradshaw
Secretary of 5302 North Winthrop
Condominium Association

Sworn to and subscribed before me this
_____ day of _____, 20____

Notary Public

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EXHIBIT D

AFFIDAVIT OF MORTGAGEE APPROVAL

I, Kaitlin Bradshaw, do hereby certify that I am the duly elected and qualified Secretary for the 5302 North Winthrop Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that written approval of mortgagees holding the outstanding mortgages on the Properties has been obtained, or the mortgagee has waived its right to object to the Amendment and is deemed to have accepted its terms and conditions and agrees to be bound by same, as a result of failure to respond within sixty (60) days.

Kaitlin Bradshaw
Secretary

Dated
this 15 day of October 2023

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EXHIBIT D

5302 NORTH WINTHROP CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for 5302 North Winthrop Condominium Association, specifically regarding the leasing restrictions:

1.



I approve of the Amendment regarding leasing.



I do not approve of the Amendment regarding leasing.

OWNER:

Michael Ferris

(signature)

Michael Ferris

(print name)

DATE:

10 / 13

, 2023

Property Address:

5302 N Winthrop Ave Apt 3

Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

Movement Mortgage

PO Box 100077

Duluth, GA 30090

Loan No. 3010284853

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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EXHIBIT D

5302 NORTH WINTHROP CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for 5302 North Winthrop Condominium Association, specifically regarding the leasing restrictions:

1.



I approve of the Amendment regarding leasing,



I do not approve of the Amendment regarding leasing.

OWNER:

RL Singer (signature)

Rebecca Singer (print name)

DATE: October 15, 2023

Property Address: 5302 N. Winthrop, Unit 1
Chicago, Illinois 60640

Name and Address of Mortgage Lender (if any):***

Chase
700 Kansas Lane, LA 4-16133
Monroe, LA 71203

Loan No. 4023806692

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.

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EXHIBIT D

5302 NORTH WINTHROP CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amendment to the Declaration for 5302 North Winthrop Condominium Association, specifically regarding the leasing restrictions:

1.

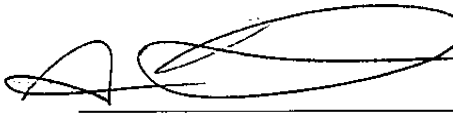


I approve of the Amendment regarding leasing.



I do not approve of the Amendment regarding leasing.

OWNER:

 (signature)

Michelle Hartzen (print name)

DATE: 10/10/23, 2023

Property Address: 5302 N Winthrop ave #2
Chicago, Illinois

Name and Address of Mortgage Lender (if any):***

Cross Country LLC
413 N. Carpenter St., Suite 1W
Chicago, IL 60642
Loan No. 1408369515

***This information is required in order to obtain the approval of mortgagees for this amendment pursuant to the terms of the Association's Declaration.