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COOK COUNTY CLERK'S OFFICE
DATE: 4/24/2024 2:28 PM
PAGE: 1 OF 7

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

BARTZEN ROSENLUND KASTEN LLC
161 NORTH CLARK STREET
SUITE 1600
CHICAGO, ILLINOIS 60601
Attn: Nicholas P. Bartzen
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FOURTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
OF 2029 - 2033 NORTH RACINE BUILDING

THIS FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP is made and entered into this 4th day of April, 2024, by the 2029-2033 Racine Homeowner's Association (a/k/a 2029-2033 North Racine Condominium) an Illinois Not-For-Profit Corporation, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the Association is the legal titleholder of the real estate in the City of Chicago, County of Cook, State of Illinois, (hereinafter, the "Property"), legally described in EXHIBIT A attached hereto and made a part hereof;

WHEREAS, the Property was submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter called the "Act") pursuant to a Declaration of Condominium Ownership of 2029-2033 North Racine Building recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 14, 1978, as Document No. 24535047, and subsequently amended by a certain Amendment to the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 15, 1998, as Document No. 98405816, and subsequently amended by a certain Second Amendment to the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on April 28, 2000, as Document No. 00296799, and subsequently amended by a certain Third Amendment to the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 17, 2009, as Document No. 0907629042 (collectively referred to herein as the "Declaration"). All defined terms herein shall have the same meaning ascribed by the Declaration;

WHEREAS, the Second Amendment, effective as of April 28, 2000, revised Article 8, Section 8.01, to limit the leasing of the Association's Units to a period of not less than one (1) year and not more than two (2) years.

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DATE 4-24-24 COPIES 4x
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WHEREAS, the Board and Unit Owners desire to amend the Declaration to further revise and clarify the leasing restrictions detailed in the Second Amendment by deleting any reference to the maximum lease term of two (2) years, thereby removing any maximum lease term limitations from the Association's Declaration, but to clarify that the one (1) year minimum lease term shall remain intact and effective (collectively, the "Fourth Amendment");

WHEREAS, Article 11, Section 11.01 of the Declaration provides that the Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, the Unit Owners having at least three-fourths (3/4) of the total ownership in the Common Elements, containing an affidavit by the Secretary of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership no less than ten (10) days prior to the date of such affidavit, and the instrument recorded with the Cook County Clerk.

WHEREAS, unless expressly stated herein, the Declaration shall remain in full force and effect in accordance with its terms

NOW THEREFORE, the Declaration is hereby amended by deleting the existing language of Article 8, Section 8.01, and replacing same with the following:

8.01 Limits on Lease Terms.

- (a) *In order to prevent transiency and to preserve the residential character of the Association, the Owner or contract purchaser of each Unit in the Association shall occupy and use such Unit as a private dwelling.*
- (b) *For the purposes of this Article 8 and the Declaration, the following definitions shall apply:*
1. *The terms "lease" or "leasing" as used herein this Article 8 shall mean a lease, sublease, assignment, license, or other agreement or arrangement, whether written or oral, whereby the Unit Owner or other person in possession of any Unit authorizes another person or persons to use and occupy any Unit, without regard to any form of consideration, whether paid, exchanged, or otherwise provided, between the Unit Owner or person in possession of the Unit and any third party.*
 2. *The terms "lessee" or "lessees" as used herein in this Article 8 shall mean any person or persons occupying a Unit pursuant to a lease.*
 3. *"Effective Date" shall mean the date of recording of the Fourth Amendment to the Declaration.*
- (c) *Any Unit Owner shall have the right to lease all (but not less than all) of their Unit pursuant to the terms of the Declaration, provided that any lease permitted per Article 8 shall have a minimum term of one (1) year. No Unit Owner may lease their Unit for hotel or other transient purposes. The Board may impose reasonable rules upon the leasing of Units.*

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- (d) *The leasing restrictions detailed herein this Article 8 shall not in any way impair the Board's ability to lease any Unit owned or possessed by the Association as of or subsequent to the Effective Date, pursuant to the Association's rights under the Declaration, the Illinois Condominium Property Act, or Article IX of the Illinois Code of Civil Procedure, or via any other terms as the Board deems appropriate for the benefit of the Association.*
- (e) *Any lease for any Unit shall be provided to the Association management or Board in writing, delivered to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, and shall provide that the lease shall be subject to the terms of this Declaration and Association rules and regulations and that any failure of the lessee or occupant to comply with the terms of this Declaration or rules and regulations shall be a default under the lease. The Unit Owner making any such lease shall not be relieved thereby from any of their obligations under the Declaration or rules and regulations. Notwithstanding the exclusion of any such language in any lease, the Unit Owner and lessee shall be so bound.*
- (f) *Any Unit Owner failing to comply with the restrictions described herein shall be subject to remedies available to the Association under the Declaration, the Illinois Condominium Property Act and/or Illinois law, which include, but shall not be limited to, fines, assessment against the Unit of legal fees and costs incurred by the Association, and the eviction of their lessee(s). In addition to any other remedies, by joining an action jointly against the Unit Owner and the lessee or occupant, the Association may seek to enjoin a lessee or occupant from occupying a Unit or seek to evict the person(s) under the provisions of Article IX of the Code of Civil Procedure for the failure of the Unit Owner to comply with the leasing requirements prescribed by this section or by the Declaration and Association rules and regulations. Unit Owners are responsible for any and all unpaid service charges created by their lessees. Service charges, damage charges, fines, or other expenses resulting from a lessee's activities will be charged to the Unit Owner's monthly assessment.*
- (g) *Any Unit occupied by the immediate family of the Unit Owner shall not be considered leased for the purpose of this section. The "immediate family" shall mean a spouse, civil partner, child, stepchild, sibling, parent, grandchild, or grandparent of the Unit Owner. The Board may, at its discretion, require written evidence of such familial relationships to ensure compliance with the immediate family exemption.*
- (h) *A prior lessee of a Residential Unit within the Association who has been either previously evicted or subject to eviction proceedings by the Association may not enter into a new lease or lease extension for a Unit.*

Unless expressly stated herein, the Declaration shall remain in full force and effect in accordance with its terms.

END OF TEXT AMENDMENT

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IN WITNESS WHEREOF, on this 4th day of April, 2024, this Fourth Amendment to the Declaration is executed by the Board of Directors of the 2029-2033 Racine Homeowner's Association, which hereby warrants that it possesses full power and authority to execute this instrument.

IN WITNESS WHEREOF, the Board of Directors of the 2029-2033 Racine Homeowner's Association, an Illinois not-for-profit corporation, has executed this Fourth Amendment, as evidenced by the signatures below:

By: Kevin M. Smith - Director
Kevin M. Smith (Apr 17, 2024 02:51 CDT)

By: [Signature] - Director
[Signature] (Apr 19, 2024 09:38 CDT)

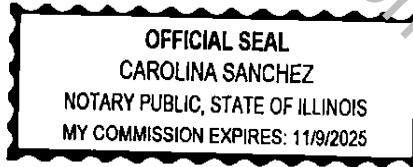
By: Andrea Jackson - Director
Andrea Jackson (Apr 17, 2024 10:33 CDT)

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Carolina Sanchez, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that TUYET KELLY, Director of the 2029-2033 Racine Homeowner's Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Board Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this, 18TH day of APRIL, 2024.

Carolina Sanchez
Notary Public

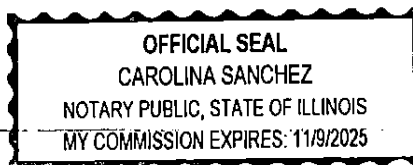


STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Carolina Sanchez, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that ANDREA JACKSON, Director of the 2029-2033 Racine Homeowner's Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Board President, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this, 17TH day of APRIL, 2024.

Carolina Sanchez
Notary Public

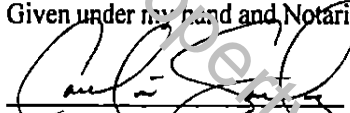


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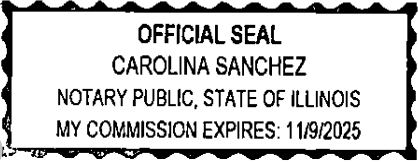
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Carolina Sanchez, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that KEVIN SMITH, Director of the 2029-2033 Racine Homeowner's Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Board Director, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this, 17TH day of APRIL, 2024.



Notary Public



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SECRETARY CERTIFICATION

I, Tuyet Kelly, do hereby certify that:

1. I am the duly elected, qualified, and acting Secretary of the 2029-2033 Racine Homeowner's Association.
2. I am the keeper of corporate records of the Association.
3. The Unit Owners having, in the aggregate, at least three-fourths (3/4) of the total vote of total ownership, have approved adopting the Fourth Amendment to the Declaration to impose limitations on a Unit Owner's right to lease their Unit.
4. The mortgages of the Association having bona fide liens of record have been duly notified via certified mail of the Fourth Amendment.

FURTHER AFFIANT SAYETH NOT.

Tuyet Kelly (Notary Public No. 02240234 CD 1)

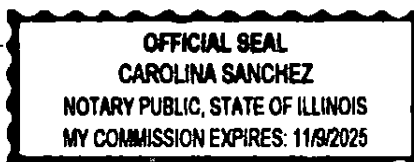
Secretary – Tuyet Kelly
 2029-2033 Racine Homeowner's Association

STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

Carolina Sanchez, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that TUYET KELLY, Secretary of the 2029-2033 Racine Homeowner's Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Board Secretary appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this, 18TH day of APRIL, 2024.


 Notary Public



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LEGAL DESCRIPTION OF PROPERTY
2029-2033 RACINE HOMEOWNER'S ASSOCIATION
EXHIBIT "A"

Units in 2029-2033 North Racine Building Condominium as delineated and defined in the declaration recorded as Document No. 24535047, in the West 1/2 of Southwest 1/4 of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
1A	14-32-221-041-1001	2029 N Racine Ave #1A Chicago, IL 60614
1B	14-32-221-041-1002	2029 N Racine Ave #1B Chicago, IL 60614
1C	14-32-221-041-1003	2033 N Racine Ave #1C Chicago, IL 60614
1D	14-32-221-041-1004	2033 N Racine Ave #1D Chicago, IL 60614
2A	14-32-221-041-1005	2029 N Racine Ave #2A Chicago, IL 60614
2B	14-32-221-041-1006	2029 N Racine Ave #2B Chicago, IL 60614
2C	14-32-221-041-1007	2033 N Racine Ave #2C Chicago, IL 60614
2D	14-32-221-041-1008	2033 N Racine Ave #2D Chicago, IL 60614
3A	14-32-221-041-1009	2029 N Racine Ave #3A Chicago, IL 60614
3B	14-32-221-041-1010	2029 N Racine Ave #3B Chicago, IL 60614
3C	14-32-221-041-1011	2033 N Racine Ave #3C Chicago, IL 60614
3D	14-32-221-041-1012	2033 N Racine Ave #3D Chicago, IL 60614
4A	14-32-221-041-1013	2029 N Racine Ave #4A Chicago, IL 60614
4B	14-32-221-041-1014	2029 N Racine Ave #4B Chicago, IL 60614
4C	14-32-221-041-1015	2033 N Racine Ave #4C Chicago, IL 60614
4D	14-32-221-041-1016	2033 N Racine Ave #4D Chicago, IL 60614