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 KAREN A. YARBROUGH  
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 DATE: 09/21/2021 10:32 AM PG: 1 OF 60

**AMENDMENT TO THE  
 DECLARATION OF  
 CONDOMINIUM  
 OWNERSHIP FOR SAN  
 TROPAI  
 CONDOMINIUM  
 BUILDING TWO**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter the "Declaration") for the San Tropai Condominium Building Two Association, Inc. (hereafter the "Association"), which Declaration was recorded on April 12, 1979 as Document Number 24917327 in the Cook County Office of the Recorder of Deeds, Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit A, which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to Article XVI, Paragraph 29 of the Declaration. Said Paragraph provides that provisions of the Declaration may be changed by an instrument in writing setting forth such change, signed by Unit Owners having at least three-fourths (3/4) of the total vote, and certified by the secretary of the Board; provided that all lien holders of record have been notified by certified mail of such change and an affidavit by said secretary certifying to such mailing is part of such instrument. No amendment shall become effective until recorded.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

WHEREAS, the following amendment has been approved by least three-fourths (3/4) of the total vote of the Unit Owners, which approvals are attached hereto and made a part hereof; and

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

Kerry T. Bartell, Esq.  
 Kovitz Shifrin Nesbit  
 175 North Archer Avenue  
 Mundelein, IL 60060 — (847) 537-0500

WHEREAS, the secretary of the Association has attested to said three-fourths (3/4) Owner

approval by execution of Exhibit B attached hereto and made a part hereof; and

WHEREAS, an affidavit is attached hereto as Exhibit C certifying that all Mortgagees have been notified by certified mail of this Amendment.

NOW, THEREFORE, the Article IX, Paragraph 19(p) of the Declaration is hereby amended and restated as follows:

(p) Notwithstanding any provisions of this Declaration to the contrary, rental or leasing of units is prohibited within the property comprising the Association, except as hereinafter provided:

(i) Effective as of the recording date of this Amendment, and notwithstanding anything to the contrary contained in this Declaration, the rental or leasing of units within the property comprising the Association, excluding those units being leased to bona fide family members, is limited to a total of five percent (5%) of the Units at any one time. Any Unit Owners leasing Units in the Association to non-bona fide family members as of the effective date of this Amendment ("grandfathered unit owners") may continue to lease their Units, regardless of the number of Units then currently being leased at the Association until their current tenant ceases to lease that Unit. Any such "grandfathered unit owners" must abide by all of the terms of the Declaration, including but not limited to the terms of this Amendment; except that the prohibitions against automatic renewal of leases contained in Paragraph (19)(p)(i)(9) of this Article IX shall not apply to grandfathered unit owners so long as the lease is renewed to the tenant occupying their Unit on the effective date of this Amendment. When the current tenant of any grandfathered unit owners ceases to rent the Unit from the grandfathered unit owner that grandfathered unit owner shall become subject to the five percent (5%) unit rental limit and the prohibition against automatic renewal of leases. Notwithstanding the foregoing, following the effective date of this Amendment all grandfathered unit owners leasing their units on the effective date of this Amendment shall be counted for purposes of determining the number of units then currently being rented at the Association whenever a non-grandfathered unit owner seeks to lease his or her unit. Except as otherwise noted herein, the following provisions shall apply to all Unit Owners upon the effective date of this Amendment;

(1) An Owner may not seek to rent his or her unit until such time as he or she has owned and occupied his or her unit for a minimum period of twenty-four (24) consecutive months.

(2) Any Owner who meets the requirements of sub-paragraph (19)(p)(i)(1) above and who desires to lease his or her unit shall make a written request, and obtain the prior written approval of the Association's Board, before entering into any lease agreement. The Board and/or its designated management will attempt to respond to each rental request within thirty (30) days of the Association's receipt thereof. The Board's

approval or denial of such request, and the reason for any denial, shall be set forth in a written response to the Unit Owner making the request.

(3) In the event a written rental request is received by the Board, or its designated managing agent at a time when five percent (5%) of the Units are currently being leased at the Association, the Board, or its designated managing agent, will maintain a list of owners desiring to lease their Units ("waiting list"). The waiting list shall include the date that such Owner's request was received by the Board, and a copy of the waiting list will be provided to any Owner within thirty (30) days after the Board's receipt of any Owner's reasonable written request therefor.

(4) In the event numerous rental requests are received by the Association the postmark on the envelope will establish the order of the requests for placement on the waiting list.

(5) The Board will at all times maintain a list of all units being rented in the property comprising the Association and a copy of all leases in effect. The list of rentals shall, in addition to containing information for all Units being rented, include information regarding rentals to bona fide family members and tenants of Owners deemed to be "grandfathered" pursuant to this Amendment until such grandfathered period has ended. The list shall at a minimum include information regarding the lease term dates, the name(s), address(es) and phone number(s) of the Unit Owner(s) (landlord/lessor), and the name(s), telephone number(s) and other contact information of the tenant(s)/lessee(s). It shall be the obligation of any Owner leasing his or her unit to promptly notify the Board of any changes to the foregoing information. Should any Owner fail to provide the updated and current information required by this sub-paragraph (19)(p)(i)(5) of Article IX, the Board shall have the right to take any reasonable action, including but not limited to assessing fines, in an amount as set in the sole discretion of the Board, against that Owner. In addition to assessing fines, the Board shall also have the right, but not the obligation to take legal action to terminate any lease and evict the tenant(s), all at the Owner's cost and expense (including all reasonable court costs and attorneys' fees incurred by the Association).

(6) Any Owner who has received written permission from the Board to lease his or her unit pursuant to the provisions of this Article IX, Paragraph 19 shall have ninety (90) days thereafter to secure a tenant and obtain a written lease. If any Owner fails to enter into a lease within ninety (90) days from the date the Board sent such Owner written notice of the Board's approval to rent, said Owner's right to lease his or her unit, and the Board's rental approval for such unit, shall automatically expire on the ninety-first (91st) day after the date notice was sent by the Board. If the affected Owner still desires to lease his or her unit he or she must again submit a written rental request to the Board and follow all of the

requirements of this Article IX, including placement or replacement on the waiting list, if applicable.

(7) If the Board's approval automatically expires as provided for in Paragraph 19 (p)(i)(6) of this Article IX, and there is a waiting list of Unit Owners desiring to lease their Units, the Board shall then contact the Owner next in line on the waiting list to determine if such Owner desires to rent his or her unit. That Owner will then be granted thirty (30) days to notify the Board of his or her intention to rent his or her unit. If such Owner does intend to rent, he or she will then have the right to attempt to rent his or her unit in accordance with the provisions and time frames set forth in Paragraph 19(p)(i)(6) of this Article IX. If the Owner informs the Board that he or she no longer desires to rent his or her Unit, or otherwise fails to inform the Board regarding his or her decision within said thirty (30) day period, the right to rent shall pass to the next Owner on the waiting list.

(8) Notwithstanding any other time frames described in this Article IX, every Owner that enters into a lease shall, within thirty (30) days of the date of execution, deliver a copy of the executed lease and all required contact information as set forth in sub-paragraph 19(p)(i)(5) of this Article IX to the Board or the Association's designated managing agent. All leases entered into for units at the Association must be in writing and shall be for a term of twelve (12) months. All leases shall contain a Lease Rider approved by the Board, and such Lease Rider must be signed by the Owner and his or her tenant(s). Furthermore, any Owner renting his or her unit shall execute a Lease Acknowledgment in a form approved by the Board.

(9) With the exception of any leases belonging to grandfather unit owners, no automatic renewal of any lease shall be allowed; however, Owners leasing their units pursuant to the provisions of this Article IX shall be allowed, subject to approval of the Board, to renew their current lease without having to comply with the provisions regarding the waiting list. Any Owner seeking to renew a lease under this Article IX shall provide written notice of said request to the Board or its designated managing agent no more than ninety (90), and no less than forty-five (45), days prior to the expiration of the current lease. Provided all other provisions of this Article IX have been satisfied during the current lease term, the Board, in its sole discretion, may grant the Owner approval to renew the lease with the Owner's current tenant. If the Owner fails to provide the Board with notice requesting a renewal of his or her existing right to lease his or her unit within the time frame set forth herein, that Owner's right to lease his or her unit shall automatically terminate.

(10) Subleasing of Units is strictly prohibited.

(ii) Copies of all existing leases shall be delivered to the Board no later than twenty-one (21) days after the effective date of this Amendment.

(iii) Occupancy of a unit by Family Member(s) (as hereinafter defined) of an Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or lease agreement executed between the parties. For purposes of this Article IX "Family Member(s)" shall be defined as the Owner's spouse, the Owner's parents or step-parents, the Owner's children or step-children, and/or the Owner's siblings/step-siblings and their respective spouses.

(iv) If any unit is being leased by an Owner in violation of this Amendment, or if any Owner, his or her tenant(s), or anyone else occupying the Unit, is/are found to be in violation of any provision of the Association's Declaration, By-Laws and/or the Rules and Regulations of the Association, as adopted by the Board from time to time, such Owner may be subject to a flat or daily fine to be determined by the Board upon notice to the offending Owner and such Owner's opportunity to be heard.

(v) In addition to the remedies contained in Article IX, paragraph 19(p)(iv) above, if any Owner, his or her tenant(s), or anyone else occupying the Unit, is/are found to be in violation of any provision of the Association's Declaration, By-Laws and/or the Rules and Regulations of the Association, as adopted by the Board from time to time, the Board shall also have all of the rights and remedies set forth in the Illinois Condominium Property Act and other applicable laws; the right to maintain an action for possession against the Owner, his or her tenant(s), or any other occupants in the Unit pursuant to 735 ILCS 5/9-102(7); the right to bring an action for injunctive relief and/or any other equitable relief available; and/or the right to bring an action at law for damages.

(vi) The Association shall be entitled to recover from the subject Unit Owner any and all reasonable attorney fees and court costs incurred by the Association to enforce the provisions of this Article IX.

(vii) All unpaid charges as a result of the foregoing provisions 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.

(viii) The provisions of this Article IX, including but not limited to the five percent (5%) rental unit restriction, shall not apply to the lease of any Unit owned by the Association or any Unit leased by the Association pursuant to an Order for Possession issued by the Circuit Court of Cook County, Illinois.

(ix) To meet special situations and to avoid undue hardship or practical difficulties ("hardship rentals"), the Board may, but is not required to, grant permission to an Owner to lease his or her Unit to a specified lessee for a period

of one (1) year on such reasonable terms as the Board may establish. The Board may grant such hardship rentals even if doing so will cause the number of units being rented at the Association to exceed five percent (5%). Such hardship rentals may be granted by the Board only upon written application by the Owner to the Board giving the reasons the Owner wishes to be considered for a hardship rental. The Board has sole and complete discretion to approve or disapprove any Owner's application for a hardship rental, reasons for granting a hardship rental may include, but are not limited to, loss of employment, illness and death of a family member. With the exceptions of the rental cap and the waiting list procedures. any hardship rental lease approved by the Board shall be subject to all of the provisions of this Article IX.

**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.**

APPROVED THIS 16 DAY OF September, 2021  
SAN TROPAL CONDOMINIUM BUILDING TWO ASSOCIATION, INC.

By:

  
\_\_\_\_\_  
Its President

ATTEST:

By:

  
\_\_\_\_\_  
Secretary

**EXHIBIT A**

**LEGAL DESCRIPTION**

**San Tropai Condominium Building Two Association**

ALL UNITS TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE SAN TROPAI CONDOMINIUM BUILDING TWO ASSOCIATION, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE SOUTH 780 STREET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF, OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID NORTH WEST QUARTER OF THE NORTH EAST QUARTER, THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH WEST QUARTER OF THE NORTH EAST QUARTER, 757.17 FEET (THE SOUTH LINE OF SAID NORTH WEST QUARTER OF THE NORTH EAST QUARTER BEING ASSUMED AS RUNNING DUE EAST AND WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 134 FEET TO A POINT FOR A POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 77 FEET; THENCE WEST 88 FEET; THENCE SOUTH 13.4 FEET; THENCE WEST 217.17 FEET; THENCE NORTH 77 FEET; THENCE EAST 123 FEET; THENCE NORTH 71.40 FEET; THENCE EAST 59.17 FEET; THENCE SOUTH 58 FEET; THENCE EAST 123 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED ON APRIL 12, 1979 AS DOCUMENT NUMBER 24917327 IN COOK COUNTY, ILLINOIS.

Common Address:           1275 E. Baldwin  
                                  Palatine, IL 60074

PINs:                        02-12-200-092-1001  
Through and including:   02-12-200-092-1075

**EXHIBIT B**

**CERTIFICATION AS TO OWNER APPROVAL**

I, Marsenna Deroj, do hereby certify that I am the duly elected and qualified secretary for the San Tropai Condominium Building Two Association, Inc. 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 San Tropai Condominium Building Two Association, Inc. was duly approved by 3/4 of the Owners, in accordance with the provisions of Article XVI, Paragraph 29 of the Declaration.

*Marsenna Deroj*  
Secretary

Sworn to and subscribed before me this  
16 day of September, 2021

\_\_\_\_\_  
Notary Public





**EXHIBIT C**

**AFFIDAVIT AS TO MORTGAGEE NOTIFICATION**

I, Mazenna Duraj, do hereby certify that I am the duly elected and qualified Secretary for the San Tropai Condominium Building Two Association, Inc. 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 San Tropai Condominium Building Two Association, Inc. was mailed to all Mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

Mazenna Duraj  
Secretary

Sworn to and subscribed before me this  
16 day of September, 2021

\_\_\_\_\_  
Notary Public

