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Karen A. Yarbrough
Cook County Recorder of Deeds
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**AMENDMENT TO THE
AMENDED AND
RESTATED
DECLARATION OF
CONDOMINIUM
OWNERSHIP FOR 111
EAST CHESTNUT
CONDOMINIUM**

For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Amended and Restated Declaration of Condominium Ownership ("Declaration") for 111 East Chestnut Condominium ("Association"), which Declaration was recorded on May 11, 2009 as Document Number 0913122091 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 smoking in the Units and Common Elements at the Association; and

WHEREAS, pursuant to the Declaration, Exhibit C, Article VIII, the By-Laws may be altered, amended or repealed and new By-Laws may be adopted from time to time by action or approval of two-thirds (2/3) of all of the members at a regular meeting or special meeting, except as otherwise indicated in and with respect to any other provision of these By-Laws. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, said instrument has been signed and acknowledged by the President and Secretary of the Board; and

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

Katharine W. Griffith
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060

WHEREAS, said instrument has been approved by 2/3 of the members at a regular or special meeting; and

WHEREAS, an officer of the Board has certified by affidavit (attached as Exhibit B) that at least 2/3 of the members have approved the amendment to the By-Laws; and

WHEREAS, the effective date of the Amendment shall be six (6) months after the date of recording with the Office of the Recorder of Deeds of Cook County, Illinois.

NOW, THEREFORE, the following new section is added to the By-Laws, Article VII as Section 5:

Section 5. SMOKING. The term "smoking" means the use of e-cigarettes or the carrying, smoking, burning, breathing, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, bong, or any other device utilized for the inhalation of smoke, tobacco products, herbs, marijuana or controlled substances, or similar lighted products in any manner and in any form.

(a) In order to maintain the best interests of the Association and its residents, and their health, safety and welfare, and to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) increased risk of fire from smoking; and (iv) the higher costs, if any, of fire insurance for a non-smoke-free building, smoking shall be restricted from the Premises, and shall not be permitted in any Unit, Limited Common Elements or Common Elements at the Association. Except as otherwise described herein, following the effective date of this Amendment (Effective Date shall be six (6) months after the recording date of this Amendment) and subject to the provisions contained herein, all Owners, residents, guests, occupants and tenants shall be prohibited from smoking in the Common Elements, Limited Common Elements or an individual Unit at the Association.

(b) Smoking of medically prescribed medical marijuana is prohibited anywhere on the Common Elements and Limited Common Elements (including, but not limited to, interior hallways, elevators and garages). Smoking of medically prescribed marijuana is only permitted within the confines of the Units, if the Unit Owner/Occupant is legally authorized to do so and has taken steps to insure that none of the smoke, or odors from smoke, migrates into the Common Elements or other Units. In the event of a complaint by any individual that medically prescribed marijuana smoke is emanating from inside the Unit into the Common Elements or other Units, all smoking activity must terminate until the Owner/Occupant can demonstrate to the satisfaction of the Board that he/she has taken appropriate steps to prevent the migration of smoke from the interior of the Unit. The burden is on the Unit Owner desiring to smoke within the confines of the Unit to persuade the Board that the problem has been resolved. Owners should consider the installation of a filtration device, or other system that will prevent the migration of medically prescribed marijuana smoke into the Common Elements or other Units.

(c) A Unit Owner may apply for a total of two (2) consecutive six (6) month hardship waivers in the following manner:

(i) The Unit Owner must submit a request in writing to the Board requesting a six (6) month hardship waiver of the smoking restriction setting forth the reasons why they are entitled to same.

(ii) If, based on the data supplied to the Board by the Unit Owner, the Board finds in its sole discretion that a reasonable hardship exists, the Board may grant a six (6) month waiver. All decisions of the Board shall be final. No more than two (2) consecutive six (6) month hardship waivers will be granted under any circumstance.

(iii) No hardship waiver requests may be applied for or granted after eighteen (18) months after the effective date of this Amendment.

(d) The effective date of this Amendment is six (6) months after the date of recording with the Office of the Recorder of Deeds of Cook County.

(e) Any Unit Owner in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

(f) 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 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(g) Any action brought on behalf of the Association and/or the Board 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.

(h) 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.

End of Text of Amendment

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

APPROVED THIS 9th DAY OF July, 2016

[Signature]

President, Board of Directors
111 East Chestnut Condominium Association

Attest:

[Signature]

Secretary, Board of Directors
111 East Chestnut Condominium Association

Subscribed and sworn to before me
this 9th day of July, 2016.

[Signature]
Notary Public

