



Doc#: 0327218019
Eugene "Gene" Moore Fee: \$78.00
Cook County Recorder of Deeds
Date: 09/29/2003 09:58 AM Pg: 1 of 28

**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM OWNERSHIP
AND OF EASEMENTS,
RESTRICTIONS, COVENANTS
AND BY-LAWS FOR
THE CENTRAL PARK
CONDOMINIUMS
ASSOCIATION**

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 Central Park Condominiums Association, (hereafter the "Association"), which Declaration was recorded on 04/09/97, as Document Number 97246019, 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.

This Amendment is adopted pursuant to the provisions of Section 10(i) of the aforesaid Declaration. Section 10(i) of the Declaration provides that the Declaration may be amended by an instrument in writing approved by the Unit Owners having at least 75% of the total vote. Section 9(c)(i)(cc) of the Declaration provides that any amendment which changes the provisions of the Declaration concerning leasing must also be approved in writing by First Mortgagees of the individual units representing at least sixty-seven percent (67%) of the total votes in the Association. No amendment is effective until recorded.

RECORDED BY [Signature]
DATE 9/29/03 COPIES 6
OK BY [Signature] 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 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

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

KERRY T. BARTELL, ESQ.
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 .— (847) 537-0500

WHEREAS, the following Amendment has been approved by the Unit Owners having at least seventy-five percent (75%) of the total vote, as evidenced by the attached ballots and petitions; and

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WHEREAS, the First Mortgagees of the individual units representing at least sixty-seven percent (67%) of the total votes in the Association have given their prior written approval, as evidenced by the Affidavit attached hereto as Exhibit "C".

NOW THEREFORE, the Declaration of Condominium Ownership for the Central Park Condominiums Association is hereby amended in accordance with the text which follows:

1. Section 3(f)(1) of the Declaration is hereby amended as follows:

(f) Leasing.

(1) Unit Owners. Any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less than all) of his or her Unit upon such terms and conditions as the Unit Owner may deem acceptable, except that no Residential Unit shall be leased, subleased or assigned for transient or hotel purposes, or for a period of less than twelve (12) months, nor shall any Residential Unit be leased for more than a period of other than one (1) year. Any agreement to lease or rent a Unit must be in writing.

Any such lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association within ten (10) days, and shall provide that the lease, sublease or assignment set forth above shall be subject to the terms of this Declaration. The lease shall provide that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. Every such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association under this Declaration, including, but not limited to, the right to take possession of the Unit, or of the interest therein, or lease thereunder. In furtherance of the foregoing, each deed, lease, mortgage or other conveyance instrument with respect to a Unit, and the acceptance thereof, shall be deemed to assign, transfer and set over to the Association and the Board, or either one of them ("Assignees") all interest of the lessor Unit Owner or any other lessor of said Unit, or interest therein, in any lease of such Unit, or any interest therein, or any extensions or renewals thereof, together with all rents payable under same and all benefits and advantages to be derived therefrom, to hold and receive same unto Assignees (together with all rights against any guarantors of the lessee's obligations under such lease) as security for the payment of any lien which may exist against such Unit, or any interest therein, for such Unit Owners unpaid proportionate share of the common expenses, pursuant to this Declaration, in the performance by said Unit Owner of each and all of said Unit Owner's obligations under this Declaration. Any such lease of a Unit, or interest therein, shall contain and include such provisions in furtherance of said assignment as the Board may approve and deem prudent, from time to time, in order to effect such collateral assignment; provided, however, that such assignment shall not be construed as constituting the Assignee thereunder as a trustee or mortgagee in possession.

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In the event of a default by such Unit Owner under the terms and provisions of this Declaration, the Association and the Board, or either of them, may elect to exercise each and all of the rights and powers conferred upon them as Assignee by such assignment and to directly collect all rents and other amounts then due under such lease from the lessee thereunder; provided, however, that such amounts so collected, after deducting therefrom the expenses of operating such Unit and the expenses of such collection and enforcement, shall be applied on account of any such lien for unpaid common expenses. Any costs or expenses incurred in connection with the operation of such Unit or in connection with such collection and enforcement (including, without limitation, reasonable attorneys' fees) shall be a common expense and secured as set forth in this Declaration, and the defaulting Unit Owner shall reimburse the Association therefor immediately upon demand.

Notwithstanding anything hereinabove to the contrary, any such assignment of the lease of a Unit, or any interest herein, by a Unit Owner, as hereinabove described, shall be subordinate to any assignment of such lease which is recorded prior to the date such lien for unpaid common expenses attaches and which is owned or held by any first mortgagee, except for the amount of said proportionate share of such common expenses, which become due and payable from and after the date on which such First Mortgagee either takes possession of the lessor's interest encumbered by such assignment, accepts a conveyance of any interest therein (other than as a security) or causes a receiver to be appointed in a suit to enforce such assignment. This provision shall not be amended or rescinded without the prior written consent of all such first mortgagees who are the holders or owners of any such collateral assignments recorded prior to the date of such amendment or rescission.

The Unit Owners making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any obligations under the Declaration.

Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is prohibited, except as hereinafter provided:

1. Those Units that are leased on the effective date of this Amendment, may be leased until the current lease expires, unless said lease is terminated by either party thereto prior to the expiration of the lease term. A copy of all current leases must be on file with the Board of Managers.
2. Subject to the provisions of Paragraphs "1" and "3" herein, after the effective date of the Amendment, any owner who purchases a unit shall not be allowed to lease their unit until they have resided in the unit for a period of one (1) year.
3. 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 less than one (1) year on such reasonable terms as the Board may establish. Such permission

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may be granted by the Board only upon written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.

4. This Section shall not apply to the rental or leasing of units to the immediate family members of the Owner. For purposes of this Section, "immediate family members" shall include the parents, children and siblings of an Owner.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

2. Section 3(g)(5) of the Declaration is hereby amended as follows:

PETS. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that household pets, including dogs, cats and birds, may be kept in Units, subject to rules and regulations adopted by the Association, which rules or regulations may exclude any kind of pet other than dogs, cats or birds, by type or category, provided that no pets are kept, bred or maintained for any commercial

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purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Association. Each unit owner and each Occupant shall be responsible for picking up after any animal kept in his or her Unit, including with limitation, removing any waste deposited by such animal anywhere on the Common Elements.

"After the effective date of this Amendment, owners shall only be allowed to keep two domesticated pets in the Unit at any given time. Any current owner as of the effective date of this Amendment who has more than two (2) pets in their unit may keep the additional pets, however, once the additional pet(s) is/are removed from the Unit or dies, said additional pet or pet(s) may not be replaced."

3. This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.
4. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

Lots 63 to 70, both inclusive, in Westerlawn, a Subdivision of Lots 9, 10, 11 and 12 in the County Clerk's Division in the Southeast Fractional 1/4 of Section 33, Township 42 North, Range 13 East of the Third Principal Meridian, According to the Plat thereof Recorded December 17, 1915, as Document 5772065 in Cook County, Illinois.

Commonly known as 2951 Central Street, Evanston, IL.

UNIT NUMBER	PIN NUMBER
201	05-33-427-030-1001
202	05-33-427-030-1002
203	05-33-427-030-1003
204	05-33-427-030-1004
205	05-33-427-030-1005
206	05-33-427-030-1006
207	05-33-427-030-1007
208	05-33-427-030-1008
209	05-33-427-030-1009
210	05-33-427-030-1010
211	05-33-427-030-1011
212	05-33-427-030-1012
Renal Center	05-33-427-030-1025
301	05-33-427-030-1013
302	05-33-427-030-1014
303	05-33-427-030-1015
304	05-33-427-030-1016
305	05-33-427-030-1017
306	05-33-427-030-1018
307	05-33-427-030-1019
308	05-33-427-030-1020
309	05-33-427-030-1021
310	05-33-427-030-1022
311	05-33-427-030-1023
312	05-33-427-030-1024

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EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, JULIE BILLINGSLEY, do hereby certify that I am the duly elected and qualified secretary for the Central Park Condominiums Association, 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 of Condominium Ownership for the Central Park Condominiums Association, was duly approved by the affirmative vote of voting members representing at least seventy-five percent (75%) of the total vote, in accordance with the provisions of Section 10(i) of the Declaration.


Secretary

Dated at Evanston, Illinois this

23rd day of JUNE, 2003.

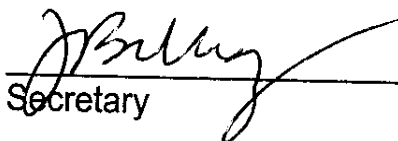
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EXHIBIT C

CERTIFICATION AS TO MORTGAGEE APPROVAL

I, JULIE BILLINGSLEY, do hereby certify that I am the duly elected and qualified secretary for the Central Park Condominiums Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the First Mortgagees of the individual units representing at least sixty-seven percent (67%) of the total votes in the Association have given their prior written approval of attached Amendment to the Declaration of Condominium Ownership for the Central Park Condominiums Association, in accordance with Section 9(c)(1)(cc) of the Declaration.


Secretary

Dated at Evanston, Illinois this

23rd day of JUNE, 2003.

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction

Yes No

Pet Restriction

Yes No

OWNER(S):

Sara Levites

Sarah Cohen

Property Address: 2951 Central Street # 201
Evanston, IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

N/A

Loan # _____

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction Yes No

Pet Restriction Yes No

OWNER(S):

Chris Larsen James Krokan

Chris Larsen James Krokan

Property Address: _____

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

Countrywide Home loans
Simi Valley, California
93062

Loan # 000481970

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction Yes No

Pet Restriction Yes No

OWNER(S):

Charlie & Julienne Athanas

Julienne Athanas & [Signature]

Property Address: 2951 Central Street, Unit #204
Evanston, IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

ABN AMRO Mortgage Group Inc.

135 S. LaSalle St., Dept. 8201

Chicago, IL 60674-8201

Loan # 0635707728

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction

Yes No

Pet Restriction

Yes No

OWNER(S):

Jeff L. Cook

Property Address: 2951 Central St. Unit 209
Evanston, IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

ABNAMRO Mortgage Group Inc.
135 S. LaSalle St. Dept. 8201
Chicago, IL 60674-8201

Loan # 0621842573

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction

Yes No

Pet Restriction

Yes No

OWNER(S):

David Yester

Property Address: 2951 Central St. #810
Evanston IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

RBC Centura
Chase Manhattan Mortgage Corporation
3415 Vision Drive
Columbus, Ohio 43219
Loan # 1975633110

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction Yes No

Pet Restriction Yes No

OWNER(S):

Elizabeth Rosenberg

Property Address: 2951 Central Street, Unit 207
Evanston, IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

Citi Mortgage, Inc.
P.O. Box 790001
St. Louis, Mo 63179

Loan # 0626213616

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction Yes No

Pet Restriction Yes No

* Not including visitors (Re: My mom's dog)

OWNER(S):

Susan G. Ahimov

Property Address: 2951 Central # 202
Evanston, IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

- None -

Loan # _____

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction

Yes No

Pet Restriction

Yes No

OWNER(S):

Gerardo Ribera

Property Address: 2951 Central St. Apt. 309
Evauston IL. 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

Wells Fargo ^{Home} Mortgage, Inc.

P.O. Box 10335

Des Moines, IA 50306-0335

Loan # 8674386

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction

Yes No

Pet Restriction

Yes No

OWNER(S):

Diane A. Testa

Property Address: Unit 312

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

ABN Amro

Loan # _____

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction

Yes No

Pet Restriction

Yes No

OWNER(S):

Marcia B. B. B.

Property Address: 2951 Central Street, Unit 211
Evansston, IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

ABN AMRO Group

2600 West Big Beaver Road

Troy, MI 48084

AB00195561

Loan # 0623903081

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction



Yes



No

Pet Restriction



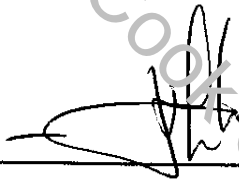
Yes



No

OWNER(S):

Julian Taylor



Maureen Taylor - Maureen Taylor

Property Address:

2951 Central St. #206

Evanston, IL. 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

Washington Mutual

P.O. Box - 70308

Charlotte, NC 28272-0308

Loan # 0615130044

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Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction Yes No

Pet Restriction Yes No

OWNER(S):

[Signature]

Daniel J. O'Keefe

Property Address: 2951 CENTRAL STREET, UNIT 208
EVANSTON, IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

ABN AMRO MORTGAGE GROUP
2600 W. BIG BEAVER RD.
P.O. BOX 5065

TROY, MI 48007-5065

Loan # 0617111720

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction

Yes No

Pet Restriction

Yes No

OWNER(S):

Elizabeth J P

Property Address: 2951 Central St # 511
Evanston IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

NORTHERN TRUST Co.
50 S. LA SALLE ST
CHICAGO IL

Loan # _____

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction Yes No

Pet Restriction Yes No

OWNER(S):

Janet Kalpakjian

Margaret J. Kalpakjian

Property Address: 2951 Central Street, Unit #305
Evanston, IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

None

Loan #

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction Yes No

Pet Restriction Yes No

OWNER(S):

Suzanne Golubey (Suzanne Golubey)

Property Address: 2951 CENTRAL ST #310
EVANSTON IL 60901

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

AWA AMO MORTGAGE GROUP INC
135 S LA SALLE ST Dept 8301
CHICAGO, IL 60674-8301

Loan # 0619616940

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction Yes No

Pet Restriction Yes No

OWNER(S): JULIE BILLINGSLEY

J Billingsley

Property Address: 2951 Central St # 304
Evanston, IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

Emigrant Mortgage Co
5 East 42nd Street
New York, NY 10017

Loan # 459092-0

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction

Yes No

Pet Restriction

Yes No

OWNER(S):

Lisa Lang Marcus
[Signature]

Property Address: 2951 CENTRAL ST UNIT #205
EVANSTON, IL. 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

CHASE MANHATTAN MORTGAGE CORP.
P.O. BOX 24696
COLUMBUS, OH. 43224

Loan # 1976347730

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction Yes No

Pet Restriction Yes No

OWNER(S):

Craig Bjork

Property Address: 2953 CENTRAL ST. UNIT C-1
EVANSTON, IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

HOME STATE BANK

40 GRANT ST.

CRYSTAL LAKE, IL 60014

Loan # 869708-51

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction Yes No

Pet Restriction Yes No

OWNER(S):

Julia E. McCarty

Property Address: 2951 Central St #301
Evanston IL 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

- NONE -

Loan # _____

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CENTRAL PARK CONDOMINIUMS ASSOCIATION

BALLOT

Regarding the proposed Amendments to the Declaration of the Central Park Condominiums Association, specifically regarding the leasing of units and the restriction on pets:

Leasing Restriction

Yes No

Pet Restriction

Yes No

OWNER(S):

ROBERT + FRIEDA WALTER

Property Address: 2957 Central St. #308
Evanston, Il. 60201

NAME AND ADDRESS OF MORTGAGEE, IF ANY:

None

Loan # _____