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Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
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Recorder's Use Only

**FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,  
RESTRICTIONS, COVENANTS AND BY-LAWS FOR  
LES MAISON CONDOMINIUM ASSOCIATION**

THIS AMENDMENT TO THE DECLARATION is made and entered into this 19<sup>th</sup> day of March, 2008 by LES MAISON CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation (hereinafter referred to as the "Association"). All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Declaration (as herein defined).

**WITNESSETH:**

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for LES MAISON CONDOMINIUM ASSOCIATION was recorded with the Cook County Recorder of Deeds on January 28, 1980 as Document Number 25339614 for the parcel of property legally described on Exhibit A attached hereto; and,

WHEREAS, the Association has previously enacted Section 22 of the Declaration, Leases of Units, which states:

22. **LEASES OF UNITS.** If a unit owner (other than the Trustee or its beneficiary) leases a Unit, a copy of such lease shall be furnished to the Board within ten (10) days after execution thereof. The lessee under such lease shall be bound by and shall be subject to all of the non-monetary obligations of the Unit Owner-lessor under the

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Condominium Instruments and each such lease shall expressly so provide. The Unit Owner-lessor shall not be relieved thereby from any of said obligations. No Unit Owner may lease his Unit for hotel or transient purposes.

WHEREAS, the Association has previously enacted Section 23 of the Declaration, Use and Occupancy Restrictions, which states:

**23. USE AND OCCUPANCY RESTRICTIONS.** Subject to applicable provisions of the Condominium Instruments, no Unit may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit, or any two or more adjoining Units used together, shall be used as a residence or for such other uses permitted by this Declaration and for no other purpose, except that physicians, attorneys, accountants, interior decorators or art dealers may use their residence as a secondary office. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units, provided that all expenses for making such alterations are paid in full by the Unit Owner. None of the foregoing restrictions shall preclude a Unit Owner, with respect to his Unit, from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

The Common Elements shall be used only for access, ingress, and egress to and from the respective Units by the Unit Owners and their agents, servants, tenants, family members, and invitees, and for such other purposes incidental to the use of the Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner.

The Garage space Limited Common Elements will only be used for parking and/or storage use. No business activity shall be carried on in said space, nor shall such space be used as housing.

WHEREAS, the unit owners decided to amend Sections 22 and 23, to provide further clarifications and regulations as to the leasehold of a Unit and Use and Occupancy Restrictions.

**NOW THEREFORE, THE CONDOMINIUM ASSOCIATION DOES HEREBY AMEND THE DECLARATION AS FOLLOWS:**

1. Section 22, Leases of Units, is hereby amended by deleting the existing paragraph and inserting the following:

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## DEFINITIONS:

“Boarding House” means a private house that provides accommodations and meals for paying guests.

“Hotel” means a public establishment providing lodging and often meals, entertainment and other services.

“Lessee” means a party holding property under a lease.

“Lessor” means a party who lets property by a lease.

“Transient” means lasting only a short time. Passing through from one place to another.

22. LEASES OF UNITS. Not more than two (2) units, (i.e. twenty (20) percent of Units in the Les Maison Condominium Association), can be leased at one time. The Board may permit the leasing of one (1) additional Unit under extenuating circumstances. A Unit Owner is allowed to lease their Unit a maximum of two (2) times with at least a six (6) month period of non-leased time separating each lease. The term of each lease must be not less than six (6) months or longer than one (1) year. No Unit Owner may lease his Unit for Hotel, Boarding House or Transient purposes.

A Unit Owner (other than the Trustee or its beneficiary) desiring to lease his/her Unit must enter into a written lease agreement subject to the following provisions:

(a) Unit Owners who are currently leasing their Units, prior to the adoption of this First Amendment to the Les Maison Condominium Association Declaration, and who have a lease on file with the Association, may allow their Lessee to continue renting until the earlier of the expiration of the lease, the termination of the lease or an attempt to sublease or amend the lease. At that time the lease cannot be renewed without the approval of the Board. If the Lessee vacates the property subsequent to the adoption of this First Amendment to the Les Maison Condominium Association Declaration, no subletting or assignments will be allowed.

(b) For leases entered into following adoption of this First Amendment to the Les Maison Condominium Association Declaration, a written copy of the proposed lease must be furnished to the Board for approval at least thirty (30) days prior to the Unit being leased along with the documentation specified in Paragraph 22 (1) (c) below. The lease must meet the minimum requirements of:

- 1) A Unit Owner may rent his/her Unit for a term not less than six (6) months or longer than one (1) year.
- 2) There can only be one (1) lease in effect on a Unit at any time.
- 3) All persons residing in the leased Unit (other than immediate family members) eighteen (18) years of age and older must be signators of the lease.
- 4) The lease must prohibit in writing any and all assignments and/or subletting of the Unit.
- 5) The Unit Owner shall provide a copy of the Associations' Declarations, By-Laws, and Rules and Regulations to his or her Lessee.

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6) The Unit Owner is required to enforce the lease terms as well as the adherence to the Declaration, Bi-Laws, and Rules and Regulations subject to the enforcement by the Board.

7) The Unit Owner must agree to pay the Association's attorney fees and costs in enforcing the provisions in the Declaration, By-Laws, and Rules and Regulations should there be a breach.

8) The Board reserves the right to penalize the Unit Owner and/or the Lessee as the Board may decide in its sole discretion.

As long as the percentage ownership of leased properties does not exceed twenty (20) percent of the total percentage of ownership, i.e. no more than two (2) Units may be rented at one (1) time, and the lease terms meet with the provisions set forth above, then the Board shall acknowledge that the lease is approved.

(c) At least thirty (30) days prior to the Unit being leased, the Unit Owner must provide to the Board the following information:

- 1) The name, address, and telephone number (both home and work) of such Lessee.
- 2) The names of all persons who will occupy the Unit and their relationship to the Lessee.
- 3) Names and addresses of three (3) financial or character references of the proposed Lessee.
- 4) Such other information regarding any such Lessee and Occupants as the Board may prescribe through Rules and Regulations.

(d) Considerations for new leases, extension of existing leases and Unit Owner lease requests when the Unit Owner has already utilized the two (2) one-year lease terms allowed under this First Amendment to the Les Maison Condominium Declaration include but are not limited to:

- 1) Requests for new leases and renewal (extension) of leases will not be considered for approval by the Board earlier than (90) ninety days prior to the proposed commencement of the new lease or the extension.
- 2) If a Unit Owner requests a lease extension beyond the one (1) year term, and no other Unit Owner is waiting to rent his/her unit, then the Board may, as its sole discretion, agree to extend the lease.
- 3) If more than two (2) Unit Owners turn in a lease request, the Board shall give preference to Unit Owners who are not already leasing and to those who will be leasing their Unit for the first (1<sup>st</sup>) time.

(e) The Board at its sole discretion may create and amend the rules for the Leases of Units.

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2. Section 23, Use and Occupancy Restrictions, is hereby amended by deleting the existing paragraph and inserting the following:

**23. USE AND OCCUPANCY RESTRICTIONS.** Subject to applicable provisions of the Condominium Instruments, no Unit may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit, or any two or more adjoining Units used together, shall be used as a residence or for such other uses permitted by this Declaration and for no other purpose, except that residents may utilize their residence for a home-based office or business that does not require frequent customer or client entry to the premises. That part of the Common Elements separating any two or more adjoining units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units, provided that all expenses for making such alterations are paid in full by the Unit Owner. None of the foregoing restrictions shall preclude a Unit Owner, with respect to his Unit, from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional accounts therein; or (d) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

The Common Elements shall be used only for access, ingress, and egress to and from the respective Units by the Unit Owners and their agents, servants, tenants, family members, and invitees, and for such other purposes incidental to the use of the Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by a Unit Owner.

The Garage space Limited Common Elements will only be used for parking and/or storage use. No business activity shall be carried on in said space, nor shall such space be used as housing.

No Unit Owner shall offer any interest in a Unit under a timesharing or interval ownership plan.

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WHEREAS, the Association has previously enacted Exhibit D - By-Laws of Les Maison Condominium Association, Article IV, Section 5 - Supplemental Budget, and Section 6 - Capital Expenditures, which state:

Section 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, or in the event any nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. Any such separate assessment, if it involves proposed expenditures resulting in a total payment assessed to a Unit equal to the greater of five times the Unit's most recent monthly assessment or Three Hundred Dollars (\$300.00), shall be subject to the affirmative vote of at least two-thirds (2/3) of the total ownership of the Common Elements at a special meeting specially called for approving such separate assessment.

Section 6. Capital Expenditures. The Board shall not approve any capital expenditures in excess of Five Thousand Dollars (\$5,000.00) unless require for emergency repair, protection or operation of Common Elements, nor enter into any contract for more than two (2) years without the prior approval of Unit Owners owning two-thirds (2/3) of the total ownership interest in the Common Elements.

WHEREAS, the unit owners decided to amend Sections 5 and 6 of Article IV of Exhibit D (By-Laws of Les Maison Condominium Association) to provide further clarification regarding the provisions of these Sections.

**NOW THEREFORE, THE CONDOMINIUM ASSOCIATION DOES HEREBY AMEND SECTIONS 5 AND 6 OF ARTICLE IV OF EXHIBIT D (BY-LAWS OF LES MAISON CONDOMINIUM ASSOCIATION) AS FOLLOWS:**

1. Section 5. Supplemental Budget is hereby amended by deleting the existing paragraph and inserting the following:

In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the

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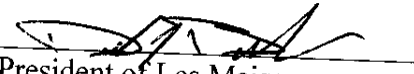
estimated Common Expenses for the remainder of such year, or in the event any nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. Any such separate assessment, if it involves proposed expenditures resulting in a total payment assessed to a Unit that is greater than five times the Unit's most recent monthly assessment, shall be subject to the affirmative vote of at least two-thirds (2/3) of the total ownership of the Common Elements at a meeting specially called for approving such separate assessment.

2. Section 6. Capital Expenditures is hereby amended by deleting the existing paragraph and inserting the following:

The Board shall not approve any capital expenditures in excess of Ten Thousand Dollars (\$ 0.000.00), unless required for emergency repair, protection or operation of the Common Elements, nor enter into any contract for more than two (2) years, without the prior approval of Unit Owners owning two-thirds (2/3) of the total ownership interest in the Common Elements.

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IN WITNESS WHEREOF, LES MAISON CONDOMINIUM ASSOCIATION, an Illinois Not-for-Profit Corporation, by and through its Board of Directors, hereby declare and have caused this Amendment to the Declaration of Condominium Ownership and Easements, Restrictions, Covenants, and By-Laws to be executed by the duly authorized officer of said Not-For-Profit Corporation and he/she has set his/her hand upon this document this 19 day of March, 2008.

  
President of Les Maison  
Condominium Association, as its duly  
elected Officer and not Individually

By: Daniel J. Ballen  
(Print Name)

WITNESS:

Richard D. Mariner  
As Secretary of Les Maison Condominium  
Association, as its duly elected Officer and  
not Individually

By: RICHARD D. MARINER  
(Print Name)

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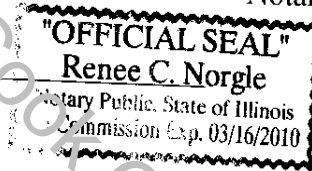
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Renee Norgle, a Notary Public in the County of Cook, State of Illinois, do hereby certify that DANIEL BALLEW, the President of Les Maison Condominium Association is personally known to me to be the same person whose name appears as subscribed to this Amendment and that said President appeared before me this day in person and acknowledged that he/she signed the Amendment as his free and voluntary act for the uses and purposes set forth herein.

Given under my hand and notarial seal this 19<sup>th</sup> day of March, 2008.

Renee C. Norgle  
Notary Public

My Commission Expires: \_\_\_\_\_



DOCUMENT PREPARED BY:  
VEVERKA, ROSEN AND HAUGH  
180 N. Michigan Avenue, Ste. 900  
Chicago, Illinois 60601  
312.372.3665

MAIL TO:  
VEVERKA, ROSEN AND HAUGH  
180 N. Michigan Avenue, Ste. 900  
Chicago, Illinois 60601

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## CERTIFICATION

I, Richard D. Marin, the duly elected and acting Secretary of the Les Maison Condominium Association, an Illinois Not-For-Profit Corporation, state the foregoing Amendment constitutes a true and correct Amendment to the Declaration and was duly adopted by 70.56 % of the Unit Owners, on the 19 day of March, 2008.

Richard D. Marin  
Secretary

## RESOLUTION BY UNIT OWNERS

In Witness Whereof, we, the Unit owners of Les Maison Condominium Association, hereby consent to the Amendment of Declaration and have set our hands to the document as our consent to the same this 19 day of March, 2008.

Michael R. Cayford  
Unit 1815A

[Signature] } Herda Bass  
Unit 1815 F

Gauche Gordon  
Unit 1815 B

\_\_\_\_\_  
Unit 1825 D

\_\_\_\_\_  
Unit 1815 C

Caroline Fichetti  
Unit 1825 C

Richard D. Marin  
Unit 1815 D

[Signature]  
Unit 1825 B

\_\_\_\_\_  
Unit 1815 E

[Signature]  
Unit 1825 A

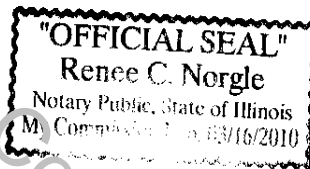
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## AFFIDAVIT OF SECRETARY MAILING NOTICE OF AMENDMENT TO LENDERS OF RECORD

I, Richard D. Marin, Secretary of Les Maison Condominium Association, being first duly sworn on oath state that on the 25 day of March, 2008, I mailed, by certified mail, return receipt requested, a true and correct copy of the foregoing AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS for LES MAISON CONDOMINIUM ASSOCIATION to all mortgages, including home equity lenders, having a bona fide lien of record against any unit ownership in the Les Maison Condominium Association.

Richard D. Marin

Subscribed to and Sworn to  
Before me this  
25 day of March, 2008.  
Renee C. Nergle  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

The West ½ of Lot 1 (except that part taken for alley) in the Assessor's Division of the South ½ and the North East ¼ of Lot 14 in Block 2 in Sheffield's Addition to Chicago, in the West ½ of the South West ¼ of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

The North ½ of the West ½ (except part falling in public alley and except part falling in Howe Street) of the East ½ of the South ½ of Lot 15 in Block 2 in Sheffield's Addition to Chicago, in the West ½ of the South West ¼ of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Lots 7, 8 and 9 (except part taken for alley) in Kerfoots Subdivision of the West ¾ of the North ½ of Lot 15 in Block 2 in Sheffield's Addition to Chicago, in the West ½ of the South West ¼ of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS 1815-1825 N. HOWE STREET, CHICAGO, ILLINOIS  
60614

### PROPERTY INDEX NUMBERS:

1815 A 14-33-303-138-1001  
 1815 B 14-33-303-138-1002  
 1815 C 14-33-303-138-1003  
 1815 D 14-33-303-138-1004  
 1815 E 14-33 303-138-1005  
 1815 F 14-33-303-138-1006  
 1825 D 14-33 303-138-1007  
 1825 C 14-33-303-138-1008  
 1825 B 14-33-303-138-1009  
 1825 A 14-33-303-138-1010