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Doc#: 1112444065 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 05/04/2011 02:31 PM Pg: 1 of 12

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESCRICTIONS AND COVENANTS FOR
CENTRAL FAR'S CONDOMINIUMS
AND

DECLARATION OF BYLAWS FOR THE CENTRAL PARK CONDOMIN UM ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT COMPORATION

PIN NUMBERS ATTACHED

O'CONNOR TITLE SERVICES # 2011124-5014

1112444065 Page: 2 of 12

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AMENDMENT

TO

DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR CENTRAL PARK CONDOMINIUMS

AND

DECLARATION OF BYLAWS FOR THE CENTRAL PARK CONDOMINIUM ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPOKATION

WHEREAS, the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Central Park Condominiums and Declaration of Bylaws for the Central Park Condominium Association, an Illinois Not-For-Profit Corporation ("Declaration") was recorded with the Recorder of Deeds of Cook County as Document No. 97246019 on April 9, 1997; and

WHEREAS, an amendment for another association, recorded with the Cook County Recorder of Deeds as Document No. 0327218019 on September 29, 2003, erroneously references the document number of the Declaration (Document No. 97245019); and

WHEREAS, the Board of Directors has determined that it would be beneficial for the members of the Association to clarify that Document No. 0327218019 erroneously references the Association's Declaration but has no impact on the Association; and

WHEREAS, an amendment was recorded with the Cook County Recorder of Deeds as

Document No. 97374391 on May 28, 1997 which seeks to amend the Declaration of the C.P.C.A.

or the "New Central Park Condominium Association"; and

1112444065 Page: 3 of 12

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WHEREAS, the amendment recorded as Document No. 97374391 could not have been an amendment to Declaration (Document No. 97246019) because it was recorded before the Declaration was recorded; and

WHEREAS, the Board of Directors has determined that it would be beneficial for the members of the Association to clarify that the "Central Park" that is referenced in Document No. 97374391 is not the same Association referenced in Document No. 97246019; and

WHEREAS, the Board of Directors is making these clarifications pursuant to its powers under Section 27(b) of the Condominium Property Act to correct errors and omissions in its governing documents; and

WHEREAS, the Board of Directo's has determined that certain additional Amendments to the Declaration will benefit the safety and welfare of the members of the Association; and WHEREAS, the Declaration provides under Article XVIII, Section F, for Amendments to the Declaration; and

WHEREAS, the Board has approved the following amendment to Article XVI and Unit

Owners having at least seventy-five percent (75%) of the total vote and mortgagees required

under the Condominium Instruments have approved the change, and the Secretary has mailed

a copy of the Amendment by certified mail to all mortgagees having bona fide lieux of record

against any Unit not less than ten (10) days prior the date of an affidavit certifying to such

mailing.

1112444065 Page: 4 of 12

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NOW, THEREFORE, the following shall be considered an Amendment to the Declaration:

- I. The amendment that was recorded with the Cook County Recorder of Deeds as Document No. 0327218019 which erroneously references the Declaration (Document No. 97246019) is deleted in its entirety to the extent it is recorded against any property in the association governed by Document No. 97246019.
- II. The amendment that was recorded with the Cook County Recorder of Deeds as Document No. 97374391 which references the "C.P.C.A." and/or the "New Central Park Condominium Association" is deleted in its entirety to the extent it is recorded against any property in the association governed by Document No. 97246019.
- III. Article XVI of the Declaration shall be an ended by adding paragraph Q which shall read as follows:

Q. <u>RESTRICTION ON LEASING:</u>

No Unit shall be leased or otherwise occupied by a non-owner of a Unit except as specifically provided herein.

- 1. Definitions. The following words are defined as follows:
 - a. Owner Occupied Unit" shall be any Unit which is occupied by one or more titleholders. A titleholder shall mean the holder of a fee interest, a beneficiary of land trust or shareholder of a corporation holding a fee interest in the Unit. Units in which "immediate family members" of a titleholder reside, shall also be considered Owner Occupied Units.

1112444065 Page: 5 of 12

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- b. "Non-Owner Occupied Unit" shall mean all Units except those which are Owner Occupied Units.
- c. "Immediate Family Members" shall only include an Owner's parents, grandparents, children, grandchildren and siblings.
- d. "Occupant" shall mean an individual residing in a Unit with or without a lease.
- 2. All Units which are leased or occupied by a non-owner at the time of adoption of this Amendment to the Declaration shall be "grandfathered" and shall not be subject to the provisions of this Amendment until (i) the lease existing at the time of adoption of this Amendment expires; (ii) the Unit becomes owner-occupied; or (iii) the Unit is sold or otherwise changes title, whichever shall first occur. Upon the happening of one of the foregoing, the Unit shall thereforth be subject to all other provisions of this Amendment
- 3. Any Unit may be lease for otherwise occupied, without restriction, to a member or members of the Owner's immediate family as defined above. Subleasing is prohibited. The Unit Owner must submit a copy of the lease and the names and telephone numbers of all individuals occupying their Unit to the Board. The Board shall have the right to require that the proposed lessee(s) or occupant(s) furnish proof of identity and relationship to the owner to the Board's satisfaction.
- 4. In the event of a hardship as defined by the Board, the Unit Owner may request a hardship exemption from the Board. The Soard may grant permission to the Unit Owner to lease his/her Unit for a specified period not to exceed twelve (12) months. At the expiration of each term granted, if hardship to the Unit Owner continues the Unit Owner shall apply to the Board for an extension before renewing any expiring lease or seaking a new tenant or occupant for the Unit. The granting of a hardship exemption and the extension of hardship exemption is at the sole discretion of the Board. If a hardship exemption is granted or extended, the Unit Owner shall provide the Board of Directors with a copy of the lease agreement and the names and telephone numbers of all individuals who shall occupy the Unit no later than the date the Unit becomes non-owner occupied.
- 5. In the event the Association takes title to or possession of a Unit, it may lease the Unit for a period not to exceed thirteen (13) months. At the end of each lease period, at the sole discretion of the Board, the lease period

1112444065 Page: 6 of 12

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may be extended for another period not to exceed thirteen (13) months. Upon the sale of the Unit or the relinquishment of possession by the Association, the Unit shall be subject to all the provisions of this Amendment.

- 6. Units shall be used as single family residences only. No Unit shall be used as a hotel, boarding room or for transient purposes or for temporary or short-term housing.
- 7. Owners who do not occupy their Unit shall provide the Board with the address and telephone of their off-site residence.
- In the event the Owner of a Unit permits his/her Unit to become nonowner occupied without complying with the provisions of this Amendment to the Declaration, or in the event the occupant(s) of the Unit, in the sole judgment of the Board, becomes a habitual or serious violator of the Declaration, By-Laws or Rules and Regulations of the Association, the Board, after service of a 10-day notice of violation of this Amendment to the Declaration upon the occupant(s) and the Unit Owner, by personal delivery or by certified mail, return receipt requested, and the failure of the occupant to vacate the Unit within such 10-day period (or other period of time required by law), may initiate a Forcible Entry and Detainer action against the occupant and/or Unit Owner, and all Unit Owners hereby consent to the bringing of such action in their name. To be effective service, a notice of violation or demand for possession sent by certified mail to the Unit and the Owner's last known address need not be received by the owner, tenant, or occupant. As an alternative, the Association may seek a restraining order, mandatory injunction, or other remedy against the occupant and/or the Unit Owner to prevent the Unit from continuing to be non-owner occupied or to be occupied by a particular person(s). In addition to any other remedies, the Board may also levy a fine against a Unit Owner for any violation of this Restriction on Leasing. All atterneys' fees and court costs incurred by the Association to enforce this provision or any other provision in the Declaration, By-Laws or Rules and Regulations against a Unit Owner and/or any occupant of a Unit shall be assessed to the Unit Owner as a common expense and if such costs and fees are not paid, they may be the subject of a lien of the Association against the Unit and may be collected using all the remedies available for the collection of delinquent assessments. In addition to the foregoing, the Association shall have all rights and remedies set forth in the Declaration and as available by law to enforce this provision.

1112444065 Page: 7 of 12

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9. The seller of any Unit shall be required to provide the purchaser's name, address and telephone number, along with the address being sold, to the Board prior to obtaining a letter from the Board regarding the status of the payment of assessments for the Unit. It shall be the duty and responsibility of the selling Unit Owner to inform a purchaser of their Unit of the requirements of this Amendment.

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

This restriction shall take effect and shall be deemed adopted upon the recording of this Amendment.

NOW THEREFORS, we the undersigned members of the Board of Directors of the

CENTRAL PARK CONDOMINIUM ASSOCIATION consent to the Amendment aforementioned.

BEING A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS

7//CQ

PREPARED BY: Lara A. Anderson TRESSLER, LLP 305 West Briarcliff Road P. O. Box 1158 Bolingbrook, IL 60440 (630) 759-0800

#150605

1112444065 Page: 8 of 12

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WE, THE UNDERSIGNED, by affixing our names to this instrument do hereby certify that we are voting members of CENTRAL PARK CONDOMINIUM ASSOCIATION and that pursuant to Article XVIII, Section F, of the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Central Park Condominiums and Declaration of Bylaws for the Central Park Condominium Association, an Illinois Not-For-Profit Corporation, recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 97246019 hereby consent to the foregoing Amendment restricting leasing.

NAME	<u>ADDRESS</u>	UNIT NO.
Cust a her	bon 107105 Courter Avice	1-B
Joseph.	a Jay 10710 Central	are. 2E
Marlin	(at 107105. Canfred	~ -
dea Jola	sia 20710 Centra	
	Word 10710 Center	
Maria		tral ave 3D
Forme 1	Parella & 10713	CENTRAL IC
R. h.	187/04/	SENTRAL 3C
Mazin ès	hadia Kanadsheh 10710	7)
		7.
STATE OF ILLINOIS)	.0
COLUMN OF COOK) SS	$O_{\mathcal{E}_n}$
COUNTY OF COOK	,	
Marik	/N Orfiz, being first duly s	worn on oath depose and state that the
Owner(s) whose no	ame(s) are subscribed to the foregoing minium Association, and the signatures	Petition are the true and correct Owners at to this Petition were a free and voluntary act
	rposes therein set forth.	***
·		Marlen Orto
SUBSCRIBED and SV this <u>QU</u> day of	NORN to before me	
Notary Public 1	DEBO	DEFICIAL SEAL DRAH AGUINAGA PUBLIC, STATE OF ILLINOIS MISSION EXPIRES 7 28 2012

1112444065 Page: 9 of 12

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WE, THE UNDERSIGNED, by affixing our names to this instrument do hereby certify that we are voting members of CENTRAL PARK CONDOMINIUM ASSOCIATION and that pursuant to Article XVIII, Section F, of the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Central Park Condominiums and Declaration of Bylaws for the Central Park Condominium Association, an Illinois Not-For-Profit Corporation, recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document No. 97246019 hereby consent to the foregoing Amendment restricting leasing.

<u>NAME</u>	ADDRESS	10710 S Central Ave	UNIT NO.
Mazin & Shadia	Kaladsheh	10710 S Central Ave 3H Chicago Ridge, 11 604	15 3A
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		Ca.	
STATE OF ILLINOIS)) SS		S Occ
COUNTY OF COOK	j		
Ownerlal whose namels	 are subscribed to t im Association, and t 	g first duly sworn on oath do the foregoing Petition are the the signatures to this Petition we	rue and correct Owners at
SUBSCRIBED and SWORI			
Mid Lynch Notary Public	<u> </u>	"OFFICIAL SEAL" HEIDI LYNOH Notary Public, State of Illinois My Commission Expires March 26, 2	99000 1

1112444065 Page: 10 of 12

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STATE OF ILLINOIS)) SS
COUNTY OF COOK)
I, Marilyn Orfiz, do hereby certify that I am the duly qualified
and acting Secretary of the CENTRAL PARK CONDOMINIUM ASSOCIATION, an Illinois not-for-
profit corporation, and as such am the keeper of the records and files of the Association.
I do further certify that voting members representing at least seventy-five percent (75%)
of the total vor. and the mortgagees required under the Condominium Instruments have
approved the change, and the Secretary has mailed a copy of the Amendment by certified mail
to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days
prior the date of an affidavit certifying to such mailing.
IN WITNESS WHEREOF, I hereunto affix my hand and seal on this <u>aoth</u> day of
April, 2010. OFFICIAL SEAL DEBORAH AGUINAGA Marilyn Crtiz
MY COMMISSION EXPIRES 7-28-2013 Secretal V
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
SUBSCRIBED and SWORN to before me this 20 day of, 2020.

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1112444065 Page: 11 of 12

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CENTRAL PARK CONDOMINIUM ASSOCIATION

10710 S. CENTRAL AVE, CHICAGO RIDGE, IL 60415

Address Property Index # Legal Description

24-17-401-055-1001	Section-Township/SubDiv-Condo
	17-37-13 / 97246019
24-17-401-055-1002	17-37-13 / 97246019
24-17-401-055-1003	17-37-13 / 97246019
24-17-401-055-1005	17-37-13 / 97246019
24-17-401-055-1006	17-37-13 / 97246019
24-17-401-055-1007	17-37-13 / 97246019
24-17-401-055-1008	17-37-13 / 97246019
24-17-401-055-1009	17-37-13 / 97246019
24-1,7-401-055-1010	17-37-13 / 97246019
24-17-401-07,5-1(11	17-37-13 / 97246019
24-17-401-055-1012	17-37-13 / 97246019
24-17-401-055-1013	17-37-13 / 97246019
24-17-401-055-1014	17-37-13 / 97246019
	24-17-401-055-1002 24-17-401-055-1003 24-17-401-055-1005 24-17-401-055-1006 24-17-401-055-1008 24-17-401-055-1009 24-17-401-055-1010 24-17-401-055-1012 24-17-401-055-1013

Note: The legal description is the same for all 13 Units



1112444065 Page: 12 of 12

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Central Park Condominium Association

Legal Description: The East 95 Feet Of Lots 1 And 2 In Santry's Subdivision Of The North 223.30 Feet (As Measured Along The East Line Thereof And Except The East 50 Feet Thereof, Being Public Street) Of The Northeast 1/4 Of The Southeast 1/4 Of Section 17, Township 37 North, Range 13 East Of The Third Principal Meridian, Lying North Of A Line Parallel To And 25.00 Feet Northeasterly Of The Northeasterly Line Of The Calumet And Chicago Terminal Railroad Right Of Way, In Cook County, Illinois

Unit	Pin	Commonly known as (for informational purposes only)
1A	24-17-401-055-1001	10710 S Central Ave Unit 1a Chicago Ridge, Il 60415
1B	24-17-401-055-1002	10710 S Central Ave Unit 1b Chicago Ridge, Il 60415
1C	24-17-401-055-1003	10710 S Central Ave Unit 1c Chicago Ridge, II 60415
2A	24-17-401-055-1004	10710 S Central Ave Unit 2a Chicago Ridge, Il 60415
2B	2 +-17-401-055-1005	10710 S Central Ave Unit 2b Chicago Ridge, II 60415
2C	24-17-401-055-1006	10710 S Central Ave Unit 2c Chicago Ridge, Il 60415
2D	24-17-40 (-)55-1007	10710 S Central Ave Unit 2d Chicago Ridge, Il 60415
2.E	24-17-401-55-1008	10710 S Central Ave Unit 2e Chicago Ridge, Il 60415
3A	24-17-401-055-1009	10710 S Central Ave Unit 3a Chicago Ridge, II 60415
3B	24-17-401-055-1010	10710 S Central Ave Unit 3b Chicago Ridge, Il 60415
3C	24-17-401-055-1011	10710 S Central Ave Unit 3c Chicago Ridge, Il 60415
3D	24-17-401-055-1012	10710 S Central Ave Unit 3d Chicago Ridge, II 60415
3E	24-17-401-055-1013	10710 S Central Ave Unit 3e Chicago Ridge, Il 60415
G1	24-17 - 401-055-1014	19710 S Central Ave Unit G1 Chicago Ridge, Il 60415
G2	24-17-401-055-1015	10710 S Central Ave Unit G2 Chicago Ridge, Il 60415
G3	24-17-401-055-1016	1071(S Central Ave Unit G3 Chicago Ridge, II 60415
G4	24-17-401-055-1017	10710 S Central Ave Unit G4 Chicago Ridge, II 60415
G5	24-17-401-055-1018	10710 S Central Ave Unit G5 Chicago Ridge, II 60415
G6	24-17-401-055-1019	10710 S Central Ave Unit G6 Chicago Ridge, II 60415
		10/10 S Central Ave Unit G6 Chicago Ridge, II 60415