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Cook County Recorder of Deeds
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Kovitz Shifrin Nesbit
750 W. Lake Cook Road
Suite 350
Buffalo Grove, Illinois 60089
Attn: David M. Bendoff, Esq.

**AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
OAK PARK TOWERS CONDOMINIUM**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for Oak Park Towers Condominium (hereafter the "Association"), which Declaration was recorded on November 17, 1966, as Document No. 19997306 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 thereof.

This amendment is adopted pursuant to the provisions of Article XIII, Section 13.08 of the aforesaid Declaration and Section 17 of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is executed by the President of the Association or such other officer authorized by the Board of Managers of the Association (the "Board"), signed and acknowledged by the Board, and by owners having at least three-fourths (3/4) of the total vote, and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees, having liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

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WHEREAS, the Board and the Owners desire to amend the Declaration [By-Laws] in order to restrict occupancy of Units, to restrict the leasing or rental of Units with certain limited exceptions, to restrict the keeping of pets on the Property; and

WHEREAS, the amendment has executed by the President of the Association or such other officer authorized by the Board of Managers of the Association (the "Board"), signed and acknowledged by the Board, and by owners having at least three-fourths (3/4) of the total vote, and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees, having liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit, all in compliance with Article X(II), Section 13.08 of the Declaration and Section 17 of the Act.

NOW THEREFORE, Article VII, Section 7.01(a) of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Oak Park Towers Condominium is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"(a) Purchase: No part of the Property shall be used for other than housing and 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 for a single family or such other uses permitted by this Declaration and for no other purpose. Except for Units permitted to and being leased hereunder, each Unit shall be occupied by the Owner (including the beneficiary of a trust holding legal title to the Unit), said Owner's spouse, sibling, child, parent, grandparent, domestic partner, or any one or more of them; with respect to Units owned by a corporation, a partnership, or limited liability company, or if the beneficiary of a trust holding legal title to a Unit is a corporation, partnership, or limited liability company, such Unit shall be occupied by a shareholder of such corporation, partner of such partnership, member of such limited liability company, such shareholder's, partner's, or member's spouse, sibling, child, parent, grandparent, domestic partner, or any one or more of them. 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 in such manner and upon such conditions as shall be determined by the Board in writing."

NOW THEREFORE, Article VIII of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Oak Park Towers Condominium is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"8.12. Rental or Leasing of a Unit

(i) Notwithstanding any other provision of the Declaration to the contrary, rental or leasing of Units except as hereinafter provided in subsections (ii), (iii), and (iv) is prohibited.

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(ii) In the event that the leasing of Units is prohibited pursuant to subparagraph [section] (i) above, 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 or rent his Unit to a specified lessee for a period of up to twelve (12) consecutive months on such other reasonable terms as the Board may establish; provided, however, that in no event shall more than ten percent (10%) of the units be leased at any one time. Such permission may be granted by the Board only upon the 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 the lease; provided, however, that in no event shall any Unit Owner be permitted to rent or lease such Unit for more than twenty-four (24) months. The Board's decision shall be final and binding.

(iii) The provisions of subsections (i) and (ii) shall not apply to the rental or leasing of a Unit to a Unit Owner's spouse, sibling, child, parent, grandparent, domestic partner, or to any one or more of them.

(iv) The provisions of subsections (i) and (ii), and (iii) shall not apply to the rental or leasing of Units by the Association through its Board of Managers.

(v) The Board reserves to itself the first right and option to lease any Unit.

(vi) All leases permitted by this Amendment shall be in writing, for a term of up to twelve (12) consecutive months, and shall be subject to the terms of the Declaration and the rules established by the Board. The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Condominium Property Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void."

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NOW THEREFORE, Article VII, Section 7.01(e) of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Oak Park Towers Condominium is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“(e) Pets: No animals, rabbits, livestock, fowl or poultry, or any pets of any kind shall be raised, bred, or kept shall live in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days’ written notice from the Board ; provided that the restriction contained in this subsection (e) shall not apply to the keeping of service animals by the disabled owners or occupants of Units as may be required by law.”

NOW THEREFORE Article XIII of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Oak Park Towers Condominium is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“13.14. Power to Change Units: In order to facilitate the sale or leasing of certain of the Units described in Exhibit A and in Exhibit B attached to said Declaration, which Units are identified by the symbols “A”, “B”, “C”, “D”, “E” and “F”, and which Units, as originally constituted, contained one (1) and two (2) bedrooms, the Trustee may, in its discretion and from time to time, amend this Declaration and said Exhibits A and B in order to change or modify the configurations, boundaries or descriptions of said Units and the common elements adjacent thereto or in any manner connected to or related to said Units in order to convert, combine, modify or change any such Units so as to provide for expansion into a single larger Unit, or reduction into a smaller single Unit; provided, however, there shall be no change or modification effected in existing units 1B, 2A, 3E, 3F, 4F, 5G, 5L, 5H, 5K, 6G, 6L, 6K, or the percentage of ownership in the Common Elements appurtenant to such Units. Any such change or modification when effected shall be confirmed by an additional amendment to this Declaration, to be executed by the Trustee, which additional amendment, together with amended Exhibits A and B, shall thereupon be filed in the Office of the Registrar of Titles and recorded 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.

END OF TEXT OF AMENDMENT

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*Pets + Rentals
Amendment*

PRESIDENT'S SIGNATURE PAGE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Patricia Eichenold, am the President of the Board of Managers of Oak Park Towers' Homeowners Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 5th day of March, 2012.

BY: *Patricia Eichenold*
President

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BOARD MEMBER SIGNATURE PAGE

STATE OF ILLINOIS)
COUNTY OF COOK)

We, the undersigned, are the members of the Board of Managers of Oak Park Towers' Homeowners Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration of Condominium, and by our signatures below, we hereby execute the foregoing amendment to the Declaration pursuant to Article XIII, Section 13.08 of the Declaration. This document may be executed in counterparts for the convenience of the parties.

EXECUTED this 20th day of March, 2012.

Patricia Eichenold
Printed name: Patricia Eichenold

Nancy S. Brown
Printed name: NANCY S. BROWN

Judith R. Litt
Printed name: JUDITH R. LITT

Elizabeth Kramme
Printed name: Elizabeth Kramme

Susan Pika
Printed name: Susan Pika

Being the members of the Board of Managers of Oak Park Towers Homeowners Association

I, Mary Fitzpatrick Howorth, a Notary Public, hereby certify that on 17 May, 2012 the above members of the Board of Managers of Oak Park Towers' Homeowners Association, which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, they signed this instrument as their free and voluntary act and as the free and voluntary act of said Board for the uses and purposes therein set forth.

By: Mary Fitzpatrick Howorth
Notary Public



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CERTIFICATION AS TO UNIT OWNER APPROVAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Susan Piha, state that I am the Secretary of the Board of Managers of Oak Park Towers' Homeowners Association, an Illinois not-for-profit corporation and condominium, and as such Secretary and the keeper and custodian of the books and records of said condominium, I hereby certify that the persons whose names are subscribed to the foregoing instruments represent unit owners having at least three-fourths (3/4) of the total vote.

BY: Susan Piha
Secretary

DATE: 4/26, 2012

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AFFIDAVIT OF NOTICE TO MORTGAGEES

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Susan Pcha, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Oak Park Towers' Homeowners Association, an Illinois not-for-profit corporation and condominium, and that pursuant to Article XIII, Section 13.08 of the Declaration of Condominium Ownership for said condominium, written notice of the foregoing amendment has been sent by certified mail to all mortgagees of record against any unit in the aforesaid condominium, not less than ten (10) days prior to the date of this affidavit.

Susan Pcha
Secretary

SUBSCRIBED AND SWORN to
before me this of 29th day
May 2012

Renee M. Toribio
Notary Public



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EXHIBIT A **LEGAL DESCRIPTION**

UNITS 1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 3E, 3F, 4A, 4B, 4C, 4D, 4E, 4F, 5G, 5L, 5H, 5K, 5J, 6G, 6L, 6H, 6K, AND 6J AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 4 AND 5 IN MANOR SUBDIVISION, A RESUBDIVISION OF VINT'S SUBDIVISION OF LOTS 2 AND 3 OF KETTLESTRINGS SUBDIVISION OF LANDS IN THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO: THE EAST 0.50 FEET OF THE NORTH 60 FEET OF THAT PART OF LOT 4 IN KETTLESTRINGS SUBDIVISION OF LANDS IN THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 4 IN MANOR SUBDIVISION, A RESUBDIVISION OF VINT'S SUBDIVISION OF LOTS 2 AND 3 IN KETTLESTRINGS SUBDIVISION AFORESAID, EXTENDED WEST IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 19997306 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Commonly Known As: 165 N. Kenilworth
Oak Park, Illinois 60301

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