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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/05/2013 09:01 PM Pg: 1 of 9

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

**FIRST AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS COVENANTS
AND BY-LAWS
FOR
CARRIAGE PARK LOFTS CONDOMINIUM ASSOCIATION**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws (hereafter the "Declaration") for Carriage Park Lofts Condominium Association (hereafter the "Association"), which Declaration was recorded on September 27, 2000, as Document No. 00755103 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 13, Section 13.7 and Article 11, Section 11.1 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 signed and acknowledged by the President of the Board of Managers of the Association (the "Board"), and approved by Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote at a meeting called for that purpose, and approved in writing by sixty-seven percent (67%) of First Mortgagees (which approval may be implied unless a First Mortgagee fails to advise to the contrary in writing within thirty (30) days after making the request for consent, provided such request was delivered by certified mail, return receipt requested), and provided further that it contains an affidavit by the Secretary of the

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Board, certifying that a copy of the amendment has been sent by certified mail to all First Mortgagees.

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

WHEREAS, the Board and the Owners desire to amend the Declaration in order to limit the weight of dogs that can be kept in Units, and to restrict occupancy of Residential Units and Unit Parking Spaces, and to limit the number of Residential Units and Unit Parking Spaces that can be rented or leased at any one time with certain limited exceptions; and

WHEREAS, the amendment has been signed and acknowledged by the President of the Association, and approved by Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote at a meeting called for that purpose, and approved in writing by sixty seven percent (67%) of First Mortgagees (which approval may be implied unless a First Mortgagee fails to advise to the contrary in writing within thirty (30) days after making the request for consent, provided such request was delivered by certified mail, return receipt requested), and due notice having been provided to all mortgagees holding liens of record against any unit ownership, all in compliance with Article 13, Section 13.7 and Article 11, Section 11.1 of the Declaration and Section 17 of the Act.

NOW THEREFORE, Article 7, Section 7.1(e) of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carriage Park Lofts Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“(e) No animals or reptiles shall be raised, bred or kept in any Unit or the Common Elements, except, with respect to Units, for animals which are of a breed or variety commonly kept as household pets in first-class loft style condominium buildings located in Chicago, Illinois, are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such other rules and regulations relating to household pets as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board, constitute a nuisance to others. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in such Unit Owner’s or Occupant’s respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements or anywhere on the Property. Notwithstanding anything to the contrary contained herein, (i) no Unit Owner or Occupant shall keep more than three (3) pets (not including aquarium fish) and (ii) no pet may exceed ~~100~~ twenty (20) pounds in weight.”

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NOW THEREFORE, Article 7, Section 7.1 of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carriage Park Lofts Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“(g) Except for Residential Units and/or Unit Parking Spaces permitted to be and being leased hereunder, each Residential Unit and/or Unit Parking Space 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, partner in a civil union, 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, partner in a civil union, or any one or more of them.”

NOW THEREFORE, Article 12, Section 12.2 of the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carriage Park Lofts Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“12.2 Limits on Lease Terms. (a) ~~No Unit Ownership shall be leased by a Unit Owner for hotel or transient purposes and no portion of a Unit Ownership which is less than the entire Unit Ownership shall be leased, without the prior written consent of the Board or the management company of the Property acting in accordance with the Board's direction. Additionally, a~~ No Unit Parking Space shall be leased to any party other than a Unit Owner or Occupant of a Unit, without the prior written consent of the Board or the managing company of the Property acting in accordance with the Board's direction. The lessee under every lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of such obligations. Each and every lease of a Unit Ownership shall be in writing and the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed and prior to occupancy. The provisions of Sections 12.1 and 12.2 shall not apply to a transfer or lease of a Unit, or interest therein, by or to the Board or the Declarant (or Developer), and neither Section 12.1 or Section 12.2 may be amended or deleted without the prior written consent of the Declarant and Developer, so long as either Declarant or Developer owns any Units.

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(b) (i) Notwithstanding any other provisions of the Declaration to the contrary, the leasing or rental of more than twenty percent (20%) of the Residential Units and/or Unit Parking Spaces at any one time is prohibited, except as hereinafter provided in subsections (ii), (iii), (iv), and (v). The Board shall adopt rules to address leasing priority in the event the number of Residential Units and/or Unit Parking Spaces being leased has reached the above limit.

(ii) Any and all leases of a Residential Unit and/or Unit Parking Space in force on the date of recording this Amendment (and if the Unit Owner provides a copy of said signed lease to the Board within thirty (30) days of the recording of this Amendment) are not affected by subsections (i) and (iii); provided, however, that subsections (i) and (iii) shall apply to such Unit that is subject to such lease from and after the earlier of the date that the current term of such lease expires or the date that such lease is otherwise terminated.

(iii) In the event that the maximum number of Residential Units and/or Unit Parking Spaces permitted to be leased or rented pursuant to subsection (i) are being leased or rented, 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 Residential Unit and/or Unit Parking Space to a specified lessee for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months on such other reasonable terms as the Board may establish. 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. The Board's decision shall be final and binding.

(iv) The provisions of subsections (i), (ii), and (iii) shall not apply to the rental or leasing of a Residential Unit and/or Unit Parking Space to a Unit Owner's spouse, sibling, child, parent, grandparent, partner in a civil union, or to any one or more of them.

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

(vi) No Unit permitted to be leased shall be used for hotel or transient purposes or subleased, no Owner shall lease less than the entire Unit, and all leases permitted by this Amendment shall be in writing, for a term of at least twelve (12) months and not more than twenty four (24) months, and shall be subject to the terms of the Declaration, By-Laws, and the rules established by the Board. The Owner of a Unit being leased as permitted hereunder shall provide the Association with the names of all tenants of the

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Unit, including the tenants' family members who will occupy the Unit. 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."

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

END OF TEXT OF AMENDMENT

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PRESIDENT'S SIGNATURE PAGE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Joe Galbaro, am the President of the Board of Managers of Carriage Park Lofts Condominium 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 20th day of May, 2013.

BY: [Signature]
President

SUBSCRIBED AND SWORN to
before me this 20th day
of May 2013

Veronica Vela
Notary Public



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CERTIFICATION AS TO UNIT OWNER APPROVAL

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Elisabeth V. Legendre, state that I am the Secretary of the Board of Managers of Carriage Park Lofts Condominium 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 foregoing amendment was approved by Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a special meeting of the Unit Owners duly noticed, convened and held for that purpose on April 21, 2013 at which a quorum was present throughout, and that such approval by the Unit Owners has not been altered, modified or rescinded in any manner but remains in full force and effect.

BY: Elisabeth V. Legendre
 Secretary

DATE: May 20, 2013

Angela Bahr
 President
 May 20, 2013

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AFFIDAVIT OF NOTICE TO MORTGAGEES AND APPROVAL BY ELIGIBLE FIRST MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Elizabeth Legendre, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Carriage Park Lofts Condominium Association, an Illinois not-for-profit corporation and condominium, and that pursuant to Article 13, Section 13.7 of the Declaration of Condominium Ownership for said condominium, written notice of the foregoing amendment has been sent by certified mail to all First Mortgagees.

I further state that, pursuant to Article 11, Section 11.1 of the Declaration of Condominium Ownership for said condominium, the foregoing amendment has been approved in writing (or by implication as provided by the Declaration) by sixty-seven percent (67%) of the First Mortgagees.

Elizabeth V. Legendre
Secretary
Josephine Burch
President

SUBSCRIBED AND SWORN to
before me this 20th day
of May 2013

Veronica Vela
Notary Public



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EXHIBIT A **LEGAL DESCRIPTION**

UNITS 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, P1, P2, P3, P4, P5, P6, P7, P8, P9, P10, P11, P12, P13, AND C-1 AS DELINEATED ON THE SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE:

THE EAST 1/2 OF THE SOUTH 1/2 OF LOT 49 ALSO THAT PART OF THE EAST 1/2 OF LOT 50 LYING NORTH OF THE SOUTH WALL OF AN EXISTING TALL 1 STORY BRICK BUILDING, SAID SOUTH WALL BEING A STRAIGHT LINE RUNNING FROM A POINT ON THE EAST LINE OF SAID LOT 50, 31.09 FEET SOUTH OF THE NORTH LINE OF LOT 50 AS MEASURED ON THE EAST LINE THEREOF, TO A POINT ON THE WEST LINE OF THE SAID EAST 1/2 OF LOT 50, 31.16 FEET SOUTH OF THE NORTH LINE OF LOT 50 AS MEASURED ON THE WEST LINE THEREOF, ALL IN THE SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125, AND ALL OF LOTS 123, 124, 127 TO 134 INCLUSIVE AND 137 IN BRONSON'S ADDITION TO CHICAGO, ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY AS DOCUMENT NO. 00755103.

Commonly Known As: 1448-1452 North Orleans
Chicago, Illinois 60610

Permanent Index Number: 17-04-200-089-1001
through and including: 17-04-200-089-1026