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Karen A. Yarbrough

Cook County Recorder of Deeds

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**FIRST AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
317 WISCONSIN PLACE CONDOMINIUMS**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for 317 Wisconsin Place Condominiums (hereafter the "Association"). Which Declaration was recorded on July 1, 2005, as Document No. 0524427023 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 Section 17 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 all of the members of the Board, and by at least three-fourths of the Condominium.

RECITALS

CCRD REVIEWER

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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 Association's insurance carrier has increased insurance premiums due to the number of investor owned units, and there are a limited number of insurance carriers willing to insure the Association—albeit at a substantial increase in premium; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to restrict occupancy of Units, to restrict the leasing or rental of Units with certain limited exceptions; and

WHEREAS, the amendment has been executed by the President of the Association or such other officer authorized by the Board, signed and acknowledged by all of the Board members and by at least three-fourths of the Unit Owners.

NOW THEREFORE, Section 17 of the Declaration of the Condominium Ownership and of Easements, Restrictions and Covenants for 317 Wisconsin Place Condominium is hereby amended in accordance with the text which follows;

- (a) Residential Purposes. 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 an 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, said Owner's spouse, sibling, child, parent, grandparent, 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 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, or any one or more of them. That part of the Common Elements separating any two or more 3 adjoining Units used together as aforesaid may be altered to afford ingress and egress to an from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

NOW THEREFORE, Section 17 of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 317 Wisconsin Place Condominium is hereby amended in accordance with the text which follows.

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Rental or Leasing of a Unit

- (a) (i) Notwithstanding any other provision of the Declaration to the contrary, rental or leasing of Units except as hereinafter provided in subsections (b), (c), (d), and (e) is prohibited.
- (b) 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 not less than six (6) 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; provided, however, that in no event shall an Unit Owner be permitted to rent or lease such Unit for more than twenty-four (24) months. The Board has elected to impose a "phaseout of rentals currently in place. Current rental privileges will discontinue and units will revert to "owner occupied" status no later than December 31, 2017, at which point, the condominium association will allow for only initial 2 units, originally allowed to rent, to continue renting their units. Should said units be sold, or ownership is transferred to another party, the rental privilege does not transfer with title. Subsequent rental considerations must all be Board approved. The Board's decision shall be final and binding.
- (c) Any Unit Owner may lease his/her Unit until the first (1st) anniversary of the date of recording this Amendment, provided: however, that subsections (a) and (b) shall apply to all Units from and after the first (1st) anniversary of the date of recording this Amendment.
- (d) The provisions of subsections (a), (b) and (c) shall not apply to the rental or leasing of a Unit to a Unit Owner's spouse, sibling, child, parent, grandparent, or to any one or more of them.
- (e) The provisions of subsections (a), (b) and (c) shall not apply to the rental or leasing of Units by the Association through its Board of Managers.
- (f) The Board reserves to itself the first right and option to lease any Unit.
- (g) All leases permitted by this Amendment 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

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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 or if the lease is oral, a memorandum of the lease, 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 Section 17 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 SECTION 17 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.

NOW THEREFORE, SECTION 17 of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 317 Wisconsin Condominium is hereby amended in accordance with the text which follows.

(e) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets as determined by the Board 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. No dogs are permitted to be kept in or brought into or onto any Unit or the Common Elements without prior written approval by the Board for any purpose whatsoever, except as required by law.

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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EXHIBIT A

UNITS 1A, 1B, 1C, 2A, 2B, 2C, 2D, 3A, 3B, 3C IN 317 WISCONSIN PLACE CONDOMINIUMS AS
DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL
ESTATE:

LOT 13 (EXCEPT SOUTH 1.0 FEET) IN SCOVILLE AND NILES SUBDIVISION OF BLOCK 5 IN
SCOVILLE AND NILES ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE WEST 40
ACRES OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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STATE OF ILLINOIS)
COUNTY OF COOK)

We, the undersigned, are all members of the Board of Managers of 317 Wisconsin Place Condominium Association, an Illinois Condominium Association established by the aforesaid Declaration of Condominium, and by our signatures below, we hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Declaration. This document may be executed in counterparts for the convenience of the parties.

Executed this 14TH day of MARCH, 2015

RUBEN D. RODRIGUEZ
Printed name: Ruben D Rodriguez

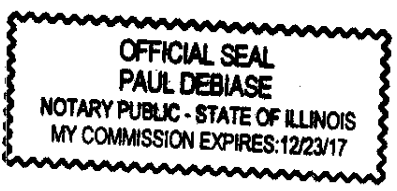
CHRISTINE CAPONIGRI
Printed name: Christine Caponigri

Adriana Rodriguez
Printed name: Adriana Rodriguez

/ / / / /
Printed name: / / / / /

Being all the members of the Board of Managers of 317 Wisconsin Place Condominium Association

I, PAUL DEBIASE, a Notary Public, hereby certify that on MARCH 14, 2015, the above members of the Board of Managers of 317 Wisconsin Place Condominium, 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 free and voluntary act of said Board for the uses and purposes therein set forth.



By: [Signature]
Notary Public

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, CHRISTINE CAPONIGGI, state that I am the Secretary of the Board of Managers of 317 Wisconsin Place Condominium, an Illinois condominium, and as such Secretary and keeper and custodian of the books and records of said condominium, I certify that the persons whose names listed below represent at least 66 2/3% unit owners of the Condominium.

1. RUBEN RODRIGUEZ
2. SERGIO MAGANA
3. CHRISTINE CAPONIGGI
4. FRED COLLIER & CHERI COLLIER
5. ANDY EHMKE & ANGIE EHMKE
6. ADRIANA RODRIGUES
7. AHBIK BHATTACHARYA & SASHATI BHATTACHARYA

BY: Christine Capnign
 Secretary

DATE: 3-14-15

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I RUBEN D. RODRIGUEZ am the President of the Board of Managers of 317 Wisconsin Place Condominium, an Illinois 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 14 day of MARCH, 2015

By: Ruben D. Rodriguez
 President

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