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**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED  
DECLARATION OF  
CONDOMINIUM  
OWNERSHIP AND  
EASEMENTS, RESTRICTIONS  
AND COVENANTS FOR  
1300 LAKE SHORE DRIVE  
CONDOMINIUM**



\*1912313026\*

Doc# 1912313026 Fee \$60.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/03/2019 11:44 AM PG: 1 OF 12

This First Amendment to the Amended and Restated Declaration of Condominium Ownership and Easements, Restrictions and Covenants for 1300 Lake Shore Drive Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22501302 ("Declaration") is made MARCH 19, 2019 by the Board of Directors ("Board") and approved by the Unit Owners of the 1300 Lake Shore Drive Condominium (the "Association").

**WITNESSETH:**

WHEREAS, the Association was created by the Declaration, which Declaration was amended by that certain Amended and Restated Declaration of Condominium Ownership and Easements, Restrictions and Covenants for 1300 Lake Shore Drive Condominium, recorded on or around February 2, 2018 as document number 1803315110, (collectively referred to as the "Declaration") which property is legally described as follows.

See Attached Exhibit A.

Commonly known as 1300 North Lake Shore Drive, Chicago, Illinois 00610.

WHEREAS, pursuant to Article XII, Section 7 of the Declaration:

"The provisions of ... Article VIII ... of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, unit owners holding 75% of the ownership in the common elements and all mortgagees having bona fide liens of record against any Unit Ownerships.... The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act".

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WHEREAS, it is the desire of the Association to amend Article VIII, Section 1 to limit leasing activity generally and to entirely prohibit short-term leasing or vacation rentals.

WHEREAS, pursuant to Article XII, Section 3 of the Declaration, notices of a unit owners meeting to approve this Amendment as well as a copy of this Amendment were sent via United States certified mail, delivered in person with written acknowledgement of the receipt thereof, or if addressed to Owner when deposited in the Unit Owner's mailbox in the Building or delivered to the door of his Unit in the Building at least ten (10) but not more than thirty (30) days prior to said unit owners meeting.

WHEREAS, the amendments set forth below have been approved by Unit Owners holding at least seventy-five percent (75%) of the total ownership of Common Elements at a meeting of the Association held pursuant to due notice on March 19, 2019;

WHEREAS, a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bonafide liens of record against any Unit, requesting the approval of said mortgagee, and all mortgagees have either affirmatively approved said amendment in writing or have failed to deliver a negative response within sixty (60) days after the mailing of the request pursuant to Section 27(a)(ii) of the Illinois Condominium Property Act;

## AMENDMENT TO DECLARATION:

### 1. Amendment to Article VIII, Section 1

The Board and the Unit Owners hereby amend Article VIII, Section 1 of the Declaration to limit rentals and to prohibit short-term or vacation rentals in the Association as follows:

1. Section 1 entitled Sale or Lease shall become Section 1(a)
2. A new Section 1(b) shall be added entitled: Leasing of Units with the following subsections:
  - i. **Limits on Leases.** For purposes of Section 1, a "lease" includes a transaction wherein the title holder to a Unit, who may or may not reside therein, permits occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. **EXCEPT AS PROVIDED BELOW IN SUBSECTIONS (iii), (v) and (vi), LEASING IS HEREBY PROHIBITED.** Even in the case one of the below exceptions apply, no Residential Dwelling Unit shall be leased by a Unit Owner for hotel or transient purposes or for a term of less than one (1) year or greater than twenty four (24) month, including but not limited to the practice of "vacation rentals" as defined under the City of Chicago Municipal Code by any source, including but not limited to, by example the websites known as AirBNB, VRBO, HOMEAWAY or otherwise and no portion of a Unit Ownership which is less than the

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entire Unit Ownership shall be leased, without the prior written consent of the Board or the managing agent of the Condominium Property acting in accordance with the Board's direction. Any Unit Owner who wishes to Lease his Unit shall also comply with Section 1(a) above.

- ii. **Compliance with Declaration.** The lessees under every lease shall be bound by and subject to all the obligations under the Declaration, By-Laws and any rules and regulations promulgated by the Board in the same manner as 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 continue to be bound by the terms and provisions of the Declaration, By-Laws and any rules and regulations promulgated by the Board. Any agreement to lease or rent a Unit must be in writing. Any such lease shall be furnished 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 the authority to levy fines against a Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws and/or rules and regulations promulgated by the Board (collectively the "Governing Documents"), the Board on behalf of the Association shall have all of the rights and remedies under applicable law, including but not limited to the right to maintain an action for possession against the lessee, an action for injunctive and other equitable relief, and/or an action at law for damages against either the Unit Owner and/or the lessee directly. Any action brought on behalf of the Association to enforce the terms of this Amendment or any of the other Governing Documents, shall subject the Unit Owner and/or lessee to the payment of all costs and attorney's fees at the time they are incurred by the Association. All unpaid fines and charges, including attorney's fees, shall be deemed part of the common expenses for that unit and shall be deemed to be a lien against the Unit and collectible as any other unpaid common expense, including late fees and interest on the unpaid balance. Subleases are strictly prohibited.
- iii. **One Time Lease Permitted:** Except as otherwise provided in this Amendment, upon prior written notice to the Board, an Owner may lease his or her Unit Ownership once during the period of his or her ownership. Any such lease shall be for a period of not less than one year and not more than two years.
- iv. **Renter's Insurance:** All renters are required to carry renter's insurance with no less than \$500,000 liability coverage. Proof of renter's insurance must be submitted to the Board not later than the date of occupancy or thirty (30) days after the lease is signed.

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- v. **Restriction Not Applicable to Association.** The restrictions of this Article VIII, Section 1 shall not apply to a transfer or lease of a Unit, or interest therein, by the Association through its Board.
- vi. **Family Exception.** The restrictions of this Article VIII, Section 1 shall not apply to a transfer or lease of a Unit to an immediate family member. "Immediate Family Member" is defined as and limited to (a) parents, (b) children, (c) siblings, (d) grandparents or (e) grandchildren so long as no consideration is paid for occupancy other than payment of out of pocket costs directly related to ownership of the units, including but not limited to taxes, assessments, insurance and utilities, etc.
- vii. **Adoption of Rules / Rights of Association.** The Board may adopt reasonable rules not inconsistent with this Article VIII, Section 1.
- viii. **Association Not a Party:** The Association is not a party to any lease and has no responsibility or liability for breach or failure on part of the Unit Owner(s) or tenant(s). Under no circumstances is the Association considered to assume the role of the landlord even if the Association shall have acquired legal possession of the Unit pursuant to court order.
- ix. **Subleasing Prohibited:** Subleasing without prior Board approval is prohibited.
- x. **Conflicts:** To the extent there is conflict between Section 1(a) and this new Section 1(b), Section 1(b) shall control.

**Continuation.** Except as modified herein, all terms, conditions and provisions of the Declaration, are hereby ratified, confirmed and shall continue to apply with full force and effect. In the event of any inconsistency between this First Amendment and the Declaration, this First Amendment shall control.

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**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**  
(attached)

**COOK COUNTY**  
**RECORDER OF DEEDS**

**COOK COUNTY**  
**RECORDER OF DEEDS**

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## EXHIBIT A

### Legal Description

That part of Lots 4 to 7 inclusive in Block 1 (except that part included in Lake Shore Drive as now located), and that part of Lots 1 to 4 inclusive in Block 2 and that part of vacated Stone Street, lying between Blocks 1 and 2 aforesaid, all taken as a tract and described as follows: Beginning on the North line of said Lot 4 in Block 2 at a point 102 feet East of the Westerly line of said Block 2; thence East on the North line of said Lot 4 and the North line of said Lot 4 extended East approximately 132.25 feet to the Westerly line of Lake Shore Drive; thence Southerly on the Westerly line of Lake Shore Drive 163.44 feet to the north line of East Goethe Street and the South line of Block 1 aforesaid; thence West on the North line of East Goethe Street approximately 149.58 feet to a point 102 feet East of the South West corner of Lot 14 in said Block 2; thence North on a line parallel to and 102 East of the Westerly line of Lots 14 to 11 inclusive of said Block 2 approximately 161.24 feet to the point of beginning, all in H.O. Stone's Subdivision of Astor's Addition to Chicago in the North West fractional quarter of Section 3, Township 59 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and

Commonly known as 1300 N. Lake Shore Drive, Chicago, Illinois 60610

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Unit	Percent	PIN	
3-A	0.71044	17-03-108-016	1001
3-B	0.50729	17-03-108-016	1002
3-C	0.50729	17-03-108-016	1003
3-D	0.71044	17-03-108-016	1004
4-A	0.71357	17-03-108-016	1005
4-B	0.51042	17-03-108-016	1006
4-C	0.51042	17-03-108-016	1007
4-D	0.71357	17-03-108-016	1008
5-A	0.71670	17-03-108-016	1009
5-B	0.51354	17-03-108-016	1010
5-C	0.51354	17-03-108-016	1011
5-D	0.71670	17-03-108-016	1012
6-A	0.71983	17-03-108-016	1013
6-B	0.51667	17-03-108-016	1014
6-C	0.51667	17-03-108-016	1015
6-D	0.71983	17-03-108-016	1016
7-A	0.72295	17-03-108-016	1017
7-B	0.51980	17-03-108-016	1018
7-C	0.51980	17-03-108-016	1019
7-D	0.72295	17-03-108-016	1020
8-A	0.72608	17-03-108-016	1021
8-B	0.52293	17-03-108-016	1022
8-C	0.52293	17-03-108-016	1023
8-D	0.72608	17-03-108-016	1024
9-A	0.72921	17-03-108-016	1025
9-B	0.52605	17-03-108-016	1026
9-C	0.52605	17-03-108-016	1027
9-D	0.72921	17-03-108-016	1028
10-A	0.73233	17-03-108-016	1029
10-B	0.52918	17-03-108-016	1030
10-C	0.52918	17-03-108-016	1031
10-D	0.73233	17-03-108-016	1032
11-A	0.73546	17-03-108-016	1033
11-B	0.53230	17-03-108-016	1034
11-C	0.53230	17-03-108-016	1035
11-D	0.73546	17-03-108-016	1036
12-A	0.73858	17-03-108-016	1037
12-B	0.53543	17-03-108-016	1038
12-C	0.53543	17-03-108-016	1039
12-D	0.73858	17-03-108-016	1040
13-A	0.74171	17-03-108-016	1041
13-B	0.53856	17-03-108-016	1042
13-C	0.53856	17-03-108-016	1043
13-D	0.74171	17-03-108-016	1044
14-A	0.74484	17-03-108-016	1045
14-B	0.54168	17-03-108-016	1046
14-C	0.54168	17-03-108-016	1047
14-D	0.74484	17-03-108-016	1048
15-A	0.74796	17-03-108-016	1049
15-B-C	1.08962	17-03-108-016	1050
15-D	0.74796	17-03-108-016	1051

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16-A	0.75109	17-03-108-016	1052
16-B	0.54794	17-03-108-016	1053
16-C	0.54794	17-03-108-016	1054
16-D	0.75109	17-03-108-016	1055
17-A	0.75422	17-03-108-016	1056
17-B	0.55106	17-03-108-016	1057
17-C	0.55106	17-03-108-016	1058
17-D	0.75422	17-03-108-016	1059
18-A	0.75734	17-03-108-016	1060
18-B	0.55419	17-03-108-016	1061
18-C	0.55419	17-03-108-016	1062
18-D	0.75734	17-03-108-016	1063
19-A	0.76047	17-03-108-016	1064
19-B	0.55731	17-03-108-016	1065
19-C	0.55731	17-03-108-016	1066
19-D	0.76047	17-03-108-016	1067
20-A	0.76360	17-03-108-016	1068
20-B	0.56044	17-03-108-016	1069
20-C	0.56044	17-03-108-016	1070
20-D	0.76360	17-03-108-016	1071
21-A	0.76672	17-03-108-016	1072
21-B	0.56357	17-03-108-016	1073
21-C	0.56357	17-03-108-016	1074
21-D	0.76672	17-03-108-016	1075
22-A	0.76985	17-03-108-016	1076
22-B	0.56669	17-03-108-016	1077
22-C	0.56669	17-03-108-016	1078
22-D	0.76985	17-03-108-016	1079
23-A	0.77298	17-03-108-016	1080
23-B	0.56982	17-03-108-016	1081
23-C	0.56982	17-03-108-016	1082
23-D	0.77298	17-03-108-016	1083
24-A	0.77610	17-03-108-016	1084
24-B	0.57295	17-03-108-016	1085
24-C	0.57295	17-03-108-016	1086
24-D	0.77610	17-03-108-016	1087
25-A	0.77923	17-03-108-016	1088
25-B	0.57607	17-03-108-016	1089
25-C	0.57607	17-03-108-016	1090
25-D	0.77923	17-03-108-016	1091
26-A	0.78236	17-03-108-016	1092
26-B	0.57920	17-03-108-016	1093
26-C	0.57920	17-03-108-016	1094
26-D	0.78236	17-03-108-016	1095
27-A	0.78548	17-03-108-016	1096
27-B	0.58233	17-03-108-016	1097
27-C	0.58233	17-03-108-016	1098
27-D	0.78548	17-03-108-016	1099
28-A	0.88029	17-03-108-016	1100
28-B	0.49065	17-03-108-016	1101
28-C	0.58545	17-03-108-016	1102
28-D	0.78861	17-03-108-016	1103



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29-A	0.79173	17-03-108-016	1104
29B-C	1.17716	17-03-108-016	1105
29-D	0.79173	17-03-108-016	1106
30-A	0.79486	17-03-108-016	1107
30B-C	1.18341	17-03-108-016	1108
30-D	0.79486	17-03-108-016	1109
31-A	0.79799	17-03-108-016	1110
31-B	0.59483	17-03-108-016	1111
31-C	0.59483	17-03-108-016	1112
31-D	0.79799	17-03-108-016	1113
32-A	0.80111	17-03-108-016	1114
32B-C	1.19592	17-03-108-016	1115
32-D	0.80111	17-03-108-016	1116
33-A	0.80424	17-03-108-016	1117
33B, C-D	2.00642	17-03-108-016	1118
34-A	0.80737	17-03-108-016	1119
34-B	0.60421	17-03-108-016	1120
34-C	0.60421	17-03-108-016	1121
34-D	0.80737	17-03-108-016	1122
35-A	0.81049	17-03-108-016	1123
35-B	0.60734	17-03-108-016	1124
35C-D	1.41471	17-03-108-016	1125
36-A	0.81362	17-03-108-016	1126
36-B	0.61047	17-03-108-016	1127
36-C	0.61047	17-03-108-016	1128
36-D	0.81362	17-03-108-016	1129
37-A	0.81675	17-03-108-016	1130
37-B	0.61359	17-03-108-016	1131
37-C	0.61359	17-03-108-016	1132
37-D	0.81675	17-03-108-016	1133
38-A	0.81987	17-03-108-016	1134
38B-C	1.23344	17-03-108-016	1135
38-D	0.81987	17-03-108-016	1136
39A-B	1.44285	17-03-108-016	1137
39-C	0.61985	17-03-108-016	1138
39-D	0.44515	17-03-108-016	1139
40-A	0.94194	17-03-108-016	1140
41-A	1.00062	17-03-108-016	1141

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IN WITNESS WHEREOF, the Board of Directors of the Association have caused this First Amendment to the Amended and Restated Declaration of Condominium Ownership and Easements, Restrictions and Covenants for 1300 Lake Shore Drive Condominium to be executed on the date first above written.

## BOARD OF DIRECTORS

By: [Signature]  
Print Name/Title: JERRY NICKELSON, PRES.

By: [Signature]  
Print Name/Title: MATT MILLER / TREASURER

By: [Signature]  
Print Name/Title: JOHN GROSS, SEC

By: [Signature]  
Print Name/Title: MICHAEL PERLOW - Director

By: [Signature]  
Print Name/Title: GARY KARP

By: [Signature]  
Print Name/Title: MARILYN ALTMAN, VICE PRESIDENT

By: [Signature]  
Print Name/Title: Ronald Lachman

By: [Signature]  
Print Name/Title: Cecilia M. Teitel

By: [Signature]  
Print Name/Title: BURTON KOZAK

County Clerk's Office

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## EXHIBIT B SECRETARIAL CERTIFICATION

STATE OF ILLINOIS        )  
  ) SS.  
COUNT OF COOK         )

I, Josh Gross, being duly sworn on oath, do hereby state that:

1. I am the duly elected, qualified and acting Secretary of the 1300 Lake Shore Drive Condominium Association (the "Association").

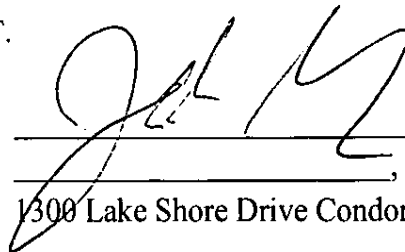
2. I am the keeper of the corporate records of the Association.

3. This First Amendment to the Amended and Restated Declaration of Condominium Ownership and Easements, Restrictions and Covenants for 1300 Lake Shore Drive Condominium was approved by Unit Owners holding at least seventy-five percent (75%) of the ownership in the common elements as set forth in the Declaration, voting at a meeting of Unit Owners, duly noticed and called pursuant to Article V, Section 4 of the Declaration called for that purpose held on March 19, 2019.

4. A copy of this Amendment was sent via certified mail to all mortgagees having bonafide liens of record against any Unit, on December 14, 2018 and all mortgagees have either affirmatively approved said amendment in writing or have failed to deliver a negative response within sixty (60) days after the mailing of the request pursuant to Section 27(a)(ii) of the Illinois Condominium Property Act.

FURTHER AFFIANT SAYETH NAUGHT.

4-24-2019  
Date

  
\_\_\_\_\_, Secretary  
1300 Lake Shore Drive Condominium Association

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STATE OF ILLINOIS        )  
  ) SS.  
COUNT OF COOK         )

I, CATHERINE HORVATH STEELE, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY THAT JOHN GROSS, being the Secretary of the Board of Directors of the 1300 Lake Shore Drive Condominium Association, an Illinois not-for-profit corporation, are personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that they signed and delivered this Secretarial Certification to the First Amendment to the Amended and Restated Declaration of Condominium Ownership and Easements, Restrictions and Covenants for 1300 Lake Shore Drive Condominium, as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24 day of APRIL, 2019.

Catherine Horvath Steele  
Notary Public



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