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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/29/2019 02:31 PM PG: 1 OF 10

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR 4733 CHASE PARK COMMONS CONDOMINIUM ASSOCIATION

This document is recorded for the purposes of amending the Declaration of Condominium Ownership and Bylaws, Easements, Restrictions and Covenants for 4733 Chase Park Commons Condominium Association (the "Association") recorded with the Recorder of Deeds of Cook County, Illinois on January 26, 2007 as Document No. 0702615052 (the "Declaration"), and covers 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 X(d) of the Declaration and Section 27 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 an officer of the Board, and approved by three-fourths (3/4) of the Unit Owners of the Association.

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.

WHEREAS, in order to maintain the residential nature of the condominium, the Board and Unit Owners desire to create reasonable restrictions for the leasing of Units.

WHEREAS, the Board and Unit Owners further desire to amend the Declaration to allow notice of Board meetings and Unit Owner meetings to be sent via electronic mail consistent with Section 18.4(s) of the Act.

WHEREAS, the Amendment has been executed by an officer of the Board and approved by three-fourths (3/4) of the Unit Owners, and due notice having been provided to all mortgagees holding bona fide liens of record against any Unit Ownership, all in compliance with Article X(d) of the Declaration and Section 27 of the Act.

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NOW THEREFORE, Article IV(e) of the Declaration, titled "Leasing" is hereby deleted in its entirety and replaced with the following new Section;

Article IV: Sale, Leasing or Other Alienation

(e) **Leasing.** Leasing of a Unit is subject to the Association's rules and regulations, as well as the following conditions:

(i) In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside at the Property. To further that objective, and except as otherwise provided herein, no more than one (1) Unit in the Association may be leased at any given time, and no portion of a Unit which is less than the entire Unit shall be leased.

(ii) No Unit shall be leased for a period of greater than twenty-four (24) months, and no Unit shall be leased for hotel or transient purposes, which is defined as being for a period of less than twelve (12) months.

(iii) Notwithstanding sub-paragraphs (i)-(ii) above, to meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to allow additional Unit Owners to lease their units, or to allow a Unit Owner to lease his/her Unit for a term greater than twenty-four (24) months. 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 such application in writing within thirty (30) days of the submission thereof. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of the lease and the Board's decision shall be final and binding.

(iv) Prior to being eligible for leasing, Units must be owner occupied for twelve (12) months from the date of purchase.

(v) At the time a Lease is signed, the Unit Owner must deliver the Declaration and any Association rules to the lessee, and the Lease must expressly reference lessee's receipt of said documents. The lessee under every Lease shall be bound and subject to all of the obligations under the Declaration of the Unit Owner, 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. The Unit Owner making such Lease shall not be relieved thereby from any of said obligations. 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, and shall further promptly notify the Association of any change in status of the lease. The Association shall maintain a record of such information with respect to all leased Units.

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(vi) The leasing restriction in this Article shall not apply to the rental or leasing of a Unit to a Unit Owner's spouse, child, parent, brother or sister or to any one or more of them.

FURTHER RESOLVED, Article III(d) of the Bylaws, titled "Notice of Meetings" is hereby deleted in its entirety and replaced with the following new Section;

(d) **Notice of Meetings**. Written or printed notice stating the purpose, place, day, and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than ten (10), nor more than thirty (30), days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting. The notice of a meeting may be delivered by email to a verified email address for the Unit Owner, or deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid. Regular mail notices shall be addressed to each person entitled to vote at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to such voting right appertains, if no address has been given to the Board.

FURTHER RESOLVED, Article V of the Bylaws, titled "Board" shall be renumbered as Article IV of the Bylaws.

FURTHER RESOLVED, Article IV(f) of the Bylaws, titled "Notice" is hereby deleted in its entirety and replaced with the following new Section;

(f) **Notice**. Written notice of any meeting of the Board shall be delivered to all members of the Association and all members of the Board not calling the meeting at least forty-eight (48) hours before the date of such special meeting. Written notice of meetings of the Board shall be delivered to all members of the Association at least forty-eight (48) hours before the date of such meeting. The notice of a meeting may be delivered by email to a verified email address for the Unit Owner, or deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid. Regular mail notices shall be addressed to each person entitled to vote at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to such voting right appertains, if no address has been given to the Board. The business to be transacted at or the purpose of any regular or special meeting of the Board shall be specified in the notice. Copies of notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least forty-eight (48) hours before the meeting.

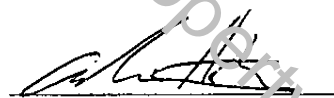
END OF TEXT OF AMENDMENT

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The undersigned is a Unit Owner of 4733 Chase Park Commons Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my (our) signature(s) below do hereby execute and acknowledge the foregoing First Amendment to the Declaration pursuant to Article X(d) of the Declaration and Section 27 of the Illinois Condominium Property Act.

EXECUTED this 28th day of APRIL 2019.

ADA HITCHELL
Owner's Printed Name


Owner's Signature

Being owner of Unit No. 2N and Parking Unit No. G7
in the 4733 Chase Park Commons Condominium Association

Property of Cook County Clerk's Office

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EXECUTED this 5 day of May 2019.

Mary Nagle
Owner's Printed Name

Mary Nagle
Owner's Signature

Being owner of Unit No. 3S and Parking Unit No. 4
in the 4733 Chase Park Commons Condominium Association

Property of Cook County Clerk's Office

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EXECUTED this 5 day of May 2019.

Martina Barry
Owner's Printed Name

Martina Barry
Owner's Signature

Being owner of Unit No. 2S and Parking Unit No. 6
in the 4733 Chase Park Commons Condominium Association

Property of Cook County Clerk's Office

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EXECUTED this 5 day of May 2019.

Jenna Slovic
Owner's Printed Name

[Signature]
Owner's Signature

Being owner of Unit No. 3N and Parking Unit No. 5
in the 4733 Chase Park Commons Condominium Association

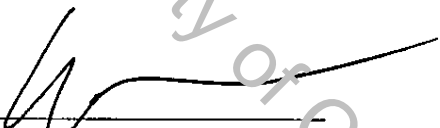
Property of Cook County Clerk's Office

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EXECUTED this 5th day of MAY 2019.

Eileen KRAUSE
Owner's Printed Name


Owner's Signature

Being owner of Unit No. 45 and Parking Unit No. 1
in the 4733 Chase Park Commons Condominium Association

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A LEGAL DESCRIPTION

UNITS 2N, 2S, 3N, 3S, 4N, 4S, G-1, G-2, G-3, G-4, G-5, G-6, AND G-7 IN 4733 CHASE PARK COMMONS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 349 IN SHERIDAN DRIVE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH THREE QUARTER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER, WHICH LIES NORTH OF THE SOUTH 800 FEET THEREOF AND EAST OF GREENBAY ROAD, EXCEPT THAT PART OF LOT 349 BELOW ELEVATION 36.35 IN CITY OF CHICAGO VERTICAL DATUM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 349, THENCE NORTH 86 DEGREES 54 MINUTES 27 SECONDS EAST (BEARINGS ARE ASSUMED FOR THE LEGAL PURPOSES ONLY), ALONG NORTHERLY LINE OF SAID LOT 349, 8.99 FEET; THENCE SOUTH 3 DEGREES 2 MINUTES 23 SECONDS EAST, 0.85 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 04 MINUTES 31 SECONDS EAST, 23.95 FEET; THENCE SOUTH 2 DEGREES 49 MINUTES 48 SECONDS EAST, 2.98 FEET; THENCE NORTH 86 DEGREES 57 MINUTES 5 SECONDS EAST, 28.60 FEET; THENCE SOUTH 3 DEGREES 2 MINUTES 55 SECONDS EAST, 6.48 FEET; THENCE NORTH 86 DEGREES 57 MINUTES 5 SECONDS EAST, 0.63 FEET; THENCE SOUTH 3 DEGREES 2 MINUTES 55 SECONDS EAST, 9.00 FEET; THENCE SOUTH 86 DEGREES 47 MINUTES 45 SECONDS WEST, 5.34 FEET; THENCE NORTH 3 DEGREES 2 MINUTES 23 SECONDS WEST, 0.13 FEET; THENCE SOUTH 87 DEGREES 4 MINUTES 31 SECONDS WEST, 1.55 FEET; THENCE SOUTH 3 DEGREES 2 MINUTES 23 SECONDS EAST, 0.13 FEET; THENCE SOUTH 86 DEGREES 47 MINUTES 45 SECONDS WEST, 46.28 FEET; THENCE NORTH 3 DEGREES 2 MINUTES 23 SECONDS WEST, 19.16 FEET; TO THE POINT OF BEGINNING;

AND EXCEPT THAT PART OF LOT 349 BELOW ELEVATION 36.35 IN CITY OF CHICAGO VERTICAL DATUM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 349; THENCE NORTH 86 DEGREES 29 MINUTES 44 SECONDS EAST ALONG SOUTHERN LINE OF SAID LOT 349, 8.50 FEET; THENCE NORTH 3 DEGREES 2 MINUTES 19 SECONDS WEST, 0.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 3 DEGREES 3 MINUTES 19 SECONDS WEST, 19.14 FEET; THENCE NORTH 86 DEGREES 43 MINUTES 52 SECONDS EAST, 37.82 FEET; THENCE SOUTH 3 DEGREES 3 MINUTES 19 SECONDS EAST, 0.04 FEET; THENCE NORTH 86 DEGREES 43 MINUTES 52 SECONDS EAST 6.55 FEET; THENCE SOUTH 3 DEGREES 00 MINUTES 00 SECONDS EAST, 4.66 FEET; THENCE NORTH 86 DEGREES 57 MINUTES 5 SECONDS EAST, 8.89 FEET; THENCE SOUTH 3 DEGREES 3 MINUTES 19 SECONDS EAST, 11.17 FEET; THENCE SOUTH 86 DEGREES 57 MINUTES 5 SECONDS WEST, 29.03 FEET; THENCE SOUTH 3 DEGREES 3 MINUTES 19 SECONDS EAST, 2.74 FEET; THENCE SOUTH 86 DEGREES 43 MINUTES 52 SECONDS WEST, 24.21 FEET; TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Commonly known as: 4733 NORTH CLARK STREET, CHICAGO, ILLINOIS 60640

Permanent index number: 14-17-101-026-0000