

# UNOFFICIAL COPY



Doc# 2000845151 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/08/2020 03:31 PM PG: 1 OF 6

## FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE LEGACY AT MILLENNIUM PARK CONDOMINIUM

This Fifth Amendment to the Declaration of Condominium Pursuant to the Condominium Property Act for The Legacy at Millennium Park Condominium (the "Fifth Amendment") made and entered into as of this 31 day of December, 2019, by the Board of Directors of The Legacy at Millennium Park Condominium (the "Board")

### WITNESSETH:

WHEREAS, the real estate described on Exhibit A attached hereto and made a part hereof, was submitted to the Condominium Property Act of the State of Illinois, as amended from time to time (the "Act") pursuant to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Legacy at Millennium Park Condominium recorded in the Office of the Cook County Recorder of Deeds on September 25, 2009 as Document No. 0926818079 (the "Original Declaration"), as amended by: (1) that certain First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Legacy at Millennium Park recorded in the Office of the Cook County Recorder of Deeds on February 5, 2010 as Document No. 1003634069; (2) that certain Second Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Legacy at Millennium Park recorded in the Office of the Cook County Recorder of Deeds on April 22, 2010 as Document No. 1011734101; (3) that certain Third Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Legacy at Millennium Park recorded in the Office of the Cook County Recorder of Deeds on June 14, 2010 as Document No. 1016544094; and (4) that certain Fourth Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Legacy at Millennium Park recorded in the Office of the Cook County Recorder of Deeds on August 14, 2010 as Document No. 1023634068 (as amended, the "Declaration").

WHEREAS, Section 14.7 of the Declaration provides that provisions of the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the President or a Vice-President of the Board, and approved by the Unit Owners having, in the aggregate, at least seventy-five percent (75%) of the total vote, at a meeting called for that purpose; provided, however, that all First Mortgagees have been notified by certified mail of any such change, modification or rescission, and an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument.

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

DAVID SUGAR  
SAUL EWING ARNSTEIN & LEHR LLP  
161 N. CLARK STREET, SUITE 4200  
CHICAGO, IL 60601

COMMON ADDRESS:

60 E. MONROE STREET  
CHICAGO, ILLINOIS 60603

PINs: 17-15-101-026-1001 through  
17-15-101-026-1798

S Y  
P 6  
E 1  
M 1  
SC Y  
E 1  
INT III

# UNOFFICIAL COPY

WHEREAS, Section 11.1(e)(i)(dd) of the Declaration further provides that the approval of at least sixty-seven percent (67%) of the First Mortgagees is required to change provisions of the Declaration concerning the leasing of Units.

WHEREAS, Section 11.1(h) of the Declaration further provides that the consent of a First Mortgagee shall be deemed granted unless such First Mortgagee gives written notice to the contrary to the Association within sixty (60) days of the Association's request for such consent, provided such request was delivered to the First Mortgagee by certified or registered mail, return receipt requested.

WHEREAS, this Fifth Amendment is signed and acknowledged by the President or a Vice-President of the Board.

WHEREAS, the changes made to the Declaration set forth in this Fifth Amendment were approved by Unit Owners voting, in the aggregate, in excess of seventy-five percent (75%) of the total vote of the Association at a special meeting of the Unit Owners held on September 11, 2019.

WHEREAS, a copy of the amendments to the Declaration set forth herein and a request for approval thereof was mailed by certified mail, return receipt requested, to all First Mortgagees on October 17, 2019, and an affidavit by the Secretary of the Board certifying to such mailing is made a part hereof.

WHEREAS, no First Mortgagees submitted an objection or other response to the Association's request for approval of the amendments to the Declaration set forth in this Fifth Amendment within sixty (60) days of the Association's request for consent delivered by certified mail, return receipt requested.

NOW, THEREFORE, the undersigned, with the approval of the Unit Owners representing in excess of seventy-five percent (75%) of the total vote of the Association, does hereby amend the Declaration as follows:

1. Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.

2. The existing heading for Section 13.2 (namely, "~~Limits on Lease Terms~~") is hereby deleted and replaced with "**Limits on Lease Terms; Restrictions on Leasing of Residential Units**", and the following text is hereby inserted immediately after the first paragraph of Section 13.2:

**Effective January 1, 2020, except as permitted by subsections "i" through "iii" of this paragraph, no Unit Owner may (a) enter into or renew any Occupancy Arrangement (as hereinafter defined) with respect to any Residential Unit, or (b) allow any person who is not a Unit Owner to occupy a Residential Unit pursuant to an Occupancy Arrangement; provided, however, that any Unit Owner of a Residential Unit who took ownership of such Residential Unit prior to January 1, 2020 may enter into new Occupancy Arrangements or renew existing Occupancy Arrangements with respect to that Residential Unit and may continue to allow persons who are not Unit Owners to occupy that Residential Unit pursuant to Occupancy Arrangements, for as long as that Unit Owner remains the owner of that Residential Unit. As used herein, "Occupancy Arrangement" means a lease or other agreement or arrangement, whether written or oral, whereby a Unit Owner authorizes a non-Unit Owner third party to have exclusive use and occupancy of a Residential Unit, regardless of the form of consideration, if any, paid, exchanged or otherwise provided between the Unit Owner and the non-Unit Owner third-party.**

# UNOFFICIAL COPY

i. Less Than 20% of Residential Units Rented. Any Unit Owner who purchases a Residential Unit on or after January 1, 2020 may enter into an Occupancy Arrangement with respect to that Residential Unit upon receipt of written confirmation from the Management Office that the total number of Residential Units then subject to Occupancy Arrangements (other than Family Occupancy Arrangements as defined below) is less than Twenty Percent (20%) of all of the Residential Units in the Association.

ii. Hardship. Any Unit Owner who purchases a Residential Unit on after January 1, 2020 may, upon receipt of the Board's prior written approval, enter into an Occupancy Arrangement with respect to that Residential Unit for a period not to exceed one year if the existence of a Hardship Situation (as hereinafter defined) is demonstrated to the reasonable satisfaction of the Board. In the case of a continuing Hardship Situation, the Board may authorize a Unit Owner to enter into a second Occupancy Arrangement with respect to a Residential Unit for a period not to exceed one additional year. As used herein, a "Hardship Situation" means a situation in which the inability to lease the Residential Unit will subject the Unit Owner to financial hardship.

iii. Family Occupancy Arrangement. Any Unit Owner who purchases a Residential Unit on or after January 1, 2020 may enter into an Occupancy Arrangement with respect to that Residential Unit with his/her parents, spouse, former spouse, civil partner, children (natural or adopted), grandparents or grandchildren.

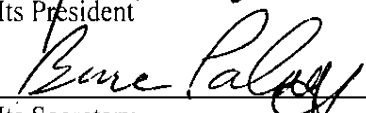
For purposes of the foregoing paragraph only: (1) the pre-January 1, 2020 Unit Owner of a Residential Unit will be deemed to continue to be the Unit Owner of that Residential Unit notwithstanding any of the following transfers: (a) transfer of ownership of a Residential Unit to a living trust or similar estate planning trust by a pre-January 1, 2020 Unit Owner, for as long as the pre-January 1, 2020 Unit Owner is alive and acting as a trustee under that trust; or (b) transfer of a Residential Unit to a land trust, for as long as the pre-January 1, 2020 Unit Owner is alive and the sole or majority beneficial owner of that land trust; and (2) the sale or transfer of a majority of the ownership or beneficial interest in an entity holding title to a Residential Unit, on a cumulative basis, shall be deemed a transfer of ownership.

3. Except as expressly modified herein, the remaining provisions of the Declaration shall continue in effect without change.

**IN WITNESS WHEREOF**, this Fifth Amendment to the Declaration of Condominium Pursuant to the Condominium Property Act for The Legacy at Millennium Park Condominium has been executed and delivered as of the date first written above.

**THE LEGACY AT MILLENNIUM PARK  
CONDOMINIUM ASSOCIATION**

By:   
Its President

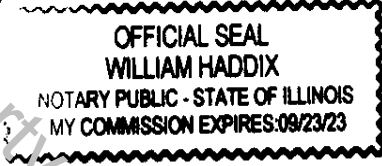
Attest:   
Its Secretary

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, William Haddix, a Notary Public in and for the County and State aforesaid, do hereby certify that Lyse Charette, as President of The Legacy at Millennium Park Condominium Association, an Illinois not for profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that she signed and delivered the foregoing instrument as her own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7 day of ~~December, 2019~~ JANUARY 2020

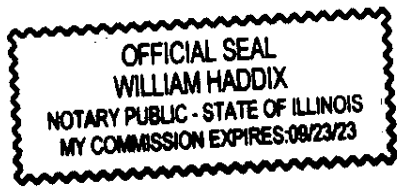


William Haddix  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, William Haddix, a Notary Public in and for the County and State aforesaid, do hereby certify that Bruce Palagi, as Secretary of The Legacy at Millennium Park Condominium Association, an Illinois not for profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7 day of ~~December, 2019~~ JANUARY 2020



William Haddix  
Notary Public

# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

### SECRETARY'S AFFIDAVIT

I, Bruce Palagi, being first duly sworn on oath, depose and state that I am the duly elected Secretary of The Legacy at Millennium Park Condominium, and I hereby certify: (1) that the foregoing Fifth Amendment to the Declaration of Condominium Pursuant to the Condominium Property Act for The Legacy at Millennium Park Condominium was approved by Unit Owners having, in the aggregate, in excess of seventy-five percent (75%) of the total vote, at a special meeting of the Unit Owners held on September 11, 2019; (2) that a copy of the amendments to the Declaration set forth in this Fifth Amendment and a request for approval thereof was mailed, by certified mail, return receipt requested, to all First Mortgagees on October 17, 2019; and (3) that no First Mortgagees submitted an objection or other response to the Association's request for approval of the amendments to the Declaration set forth in this Fifth Amendment within sixty (60) days of the Association's request for consent delivered by certified mail, return receipt requested.

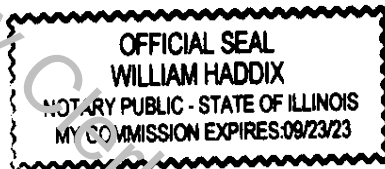
Date: ~~December 2, 2019~~

January 7, 2020

*Bruce Palagi*  
\_\_\_\_\_  
Bruce Palagi

SUBSCRIBED and SWORN to before me  
this 7 day of ~~December, 2019~~ JANUARY 2020

*William Haddix*  
\_\_\_\_\_  
Notary Public



Notary Public's Office

# UNOFFICIAL COPY

## Exhibit A

### LEGAL DESCRIPTION

THE LEGACY AT MILLENNIUM PARK CONDOMINIUM, AS DELINEATED ON THE PLAT OF SURVEY OF PART OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE:

LOTS 6 AND 7 IN BLOCK 1 IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE LEGACY AT MILLENNIUM PARK CONDOMINIUM DATED SEPTEMBER 25, 2009 AND RECORDED SEPTEMBER 25, 2009 AS DOCUMENT NO. 0926818079, AS AMENDED FROM TIME TO TIME.

COMMON ADDRESS: 60 E. MONROE STREET, CHICAGO, IL 60602

PINS: 17-15-101-026-1001 THROUGH 17-15-101-026-1798

PROPERTY OF COOK COUNTY CLERK'S OFFICE