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AMENDMENT TO THE THE
DECLARATION OF
CONDOMINIUM OWNERSHIP
AND OF EASEMENTS,
RESTRICTIONS, COVENANTS
FOR "ORCHARD LANE"

Doc# 2210315001 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/13/2022 09:39 AM PG: 1 OF 5

This Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Orchard Lane is made and entered into as of this 14 day of FEBRUARY, 2022, by the Board of Directors of Orchard Lane (the "Board").

WITNESSETH

WHEREAS, the real estate described on Exhibit A attached hereto and made a part hereof, was submitted to the provisions of the Condominium Property Act of the State of Illinois as amended from time to time (hereinafter called the "Act"), pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Orchard Lane recorded in the Office of the Recorder of Deeds in Cook County Illinois as Document No. 20 998 235 (the "Declaration").

WHEREAS Article V Paragraph 6(m) of the relevant Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Orchard Lane grants the Board Of Directors the power to adopt such reasonable Rules and Regulations as it may deem advisable, said Board Of Directors do create said "RULES AND REGULATIONS" as follows:

1. PARKING: The Board hereby attaches the relevant survey designated as Exhibit B attached hereto and made a part hereof of the property referenced in Article I, "Parking Area" stating said area for parking automobiles would be designated in survey attached which was recorded with this property with no designation as to which unit would use which space.

Each Unit shall be assigned exclusive use of each parking space as a Limited Common Element designated as follows:

Unit A	Space 1
Unit B	Space 2

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Unit C	Space 3
Unit D	Space 4
Unit E	Space 5
Unit F	Space 6
Unit G	Space 7

2. All Unit Owners are designated as members of the Board of Directors and Homeowner's Association (hereinafter "HOA").
3. The HOA shall be responsible to maintain the following:
- All roofs, including those roofs over either the Units or the parking area.
 - Water pipes, external and anywhere in the Common Elements up to main shutoff valve.
 - Sewer anywhere in the Common Elements up to Unit Walls.
 - Landscaping to include the yard and patio maintenance.
 - Scavenger, trash and garbage removal, unless articles left for Removal require an additional fee to have removed.
 - Maintenance and repair of Common Elements as defined in Article I of the relevant Declaration.
4. Windows and Doors are Unit responsibility, but any replacement or modification of said windows or doors must be approved by the HOA.
5. Unit Rentals: Long term rentals are approved. Long term rentals shall be defined as longer than 60 days.
6. Short-Term Rentals: Short term rentals shall be defined as a term of no longer than sixty (60) days. Tenants shall be responsible to abide by all relevant HOA rules and regulations and any violation of said rules and regulations for all damage to common elements shall be the responsibility of said Unit Owner/Landlord.
7. Smoking: 7. Smoking: Effective FEBRUARY 10, 2021, smoking, as hereinafter defined, is prohibited in and on all portions of the Property shared area. Smoking is allowed indoor inside the Owner's Unit or on the Unit front fenced patio.

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Every Unit Owner will be responsible for damages to common areas or to another Unit caused by their smoking as a result of a fire, smoke or any other damages that may have been caused.

For purposes of this section "smoking" shall be defined as the smoking, burning, inhaling or exhaling any kind of lighted pipe, cigar, cigarette, hookah or other lighted smoking equipment that contains tobacco, marijuana, herbs, weeds or other combustible materials, and the use of an electronic cigarette, electronic pipe vape pen or other similar device that employs a heating element, power source, electronic circuit or other electronic, chemical, or mechanical means to produce a smoke, mist, vapor or aerosol that is inhaled or exhaled.

8. Work: Any work done within the individual Units that would require a city permit, or any loud work shall only be conducted between 8:00 am and 4:00 pm Monday through Saturday, unless specific approval is granted by HOA.

9. Notice: If a Unit owner or Board Member calls a meeting all Unit Owners must be given written notice of at least 10 days. If said meeting is the result of an emergency situation said notice time shall be two business days. Unit Owners agree to briefly but accurately describe the nature of the agenda of said meeting and the reason it should be deemed an emergency, if applicable. Unit Owners agree to be reasonable in said description of what should be defined as an "Emergency".

10. Damages: The Unit Owner shall be responsible for all damages caused by the occupants, invitees to the Unit and Tenants renting said Unit.

11. Pets: Pets are allowed in the Common Areas only under the presence and direct supervision of the Owner and said owner is required to immediately clean up after the pet.

12. Amendments: Any of the above Rules and Regulations can be amended, expanded, deleted and or modified by having at least Sixty-five (65% per cent approval of the existing Unit Owners.

Except as modified herein, the remaining provisions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, these RULES AND REGULATIONS for ORCHARD PLACE has been accepted, executed and delivered as of the date first above written.

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ORCHARD PLACE CONDOMINIUM ASSOCIATION:

By: LUCA GRAGLIA
Unit Owner

By: _____
Unit Owner

By: _____
Unit Owner

By: _____
Unit Owner

By: _____
Unit Owner

By: _____
Unit Owner

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, CHRISTIAN A. CARINI, a Notary Public in and for the County and State aforesaid do hereby certify LUCA GRAGLIA, personally known to me to be the same person whose name is subscribed to the foregoing instrument as a Unit Owner of the Orchard Place Condominium, appeared before me this day in person and acknowledged that he/she/they signed and delivered the foregoing instrument and his/her/their own free and voluntary act.

Given under my hand and notarial seal this 14 day
of February, 2021.

Christian A. Carini
Notary Public

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)



I, CHRISTIAN A. CARINI, a Notary Public in and for the County and State aforesaid do hereby certify _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as a Unit Owner, Member and Director of the Orchard Place Condominium, appeared before me this

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UNIT "B" IN THE ORCHARD LAND CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 20998235; AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 14-33-109-041-1002

Property of Cook County Clerk's Office

THIS DOCUMENT PREPARED BY:

Christian A. Carini, PC
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