



Doc#: 1030231030 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/29/2010 12:03 PM Pg: 1 of 11

**AMENDMENT TO  
THE DECLARATION  
OF CONDOMINIUM  
OWNERSHIP  
AND OF  
EASEMENTS,  
RESTRICTIONS AND  
COVENANTS  
FOR  
MUSEUM PARK  
LOFTS  
CONDOMINIUM**

For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration") for Museum Park Lofts Condominium Association (hereafter the "Association"), which Declaration was recorded on January 27, 2004, as Document No. 0402718082 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 Paragraph 18 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 signed and acknowledged by the President or Vice President and Secretary of the Association, and approved by unit owners having at least sixty-seven percent (67%) of the total vote at a meeting called for that purpose, and provided further that it contains an affidavit by an officer of the Board, certifying that (i) at least sixty-seven percent (67%) of the Unit Owners have approved such amendment; and (ii) a copy of the amendment has been sent by certified mail to all mortgagees, having liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit.

WITNESSETH:

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 Board of Managers (the "Board") and the Owners desire to amend the Declaration in order to restrict occupancy of units, and to limit the number of units that can be rented or leased at any one time with certain limited exceptions; and

WHEREAS, the amendment has been signed and acknowledged by the President or Vice President and Secretary of the Association and approved by Unit Owners having at least sixty-seven percent (67%) of the total vote at a meeting called for that purpose, and due notice having been provided to all mortgagees holding liens of record against any unit ownership, all in compliance with Paragraph 18 of the Declaration and Section 17 of the Act.

NOW THEREFORE, Paragraph 7 of the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Museum Park Lofts Condominium Association is hereby deleted in its entirety and replaced with the text which follows (additions in text are indicated by double underline):

"7. Transfer of a Unit

(a) The term "leasing of units" includes a transaction wherein the title holder of a unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term "leasing of units" shall include any transaction wherein possession of a unit is provided prior to transfer of title. In no event may less than the entire unit be leased.

(i) Notwithstanding any other provisions of the Declaration to the contrary, the leasing or rental of more than twenty percent (20%) of the units at any one time is prohibited, except as hereinafter provided in subparagraphs (ii), (iii), (iv), and (v) is prohibited.

(ii) In the event that the maximum number of Units permitted to be leased or rented pursuant to subparagraph(i) are being leased or rented, 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 twelve consecutive months or 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 in 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 any Unit Owner be permitted to rent or lease such Unit for more than twenty-four (24) months. The Board's decision shall be final and binding.

(iii) All Unit Owners leasing their Unit at the time of recording of this Amendment shall continue to be able to lease their Unit until such time as the Unit is conveyed, sold or otherwise transferred. At such time that the Unit is conveyed, sold or otherwise transferred,

the Unit shall no longer be leased by the acquiring Unit Owner (except in accordance with the provisions of this Paragraph 7). Any and all leases in force on the date of recording this Amendment (and if the Unit Owner has previously provided a copy of said signed lease to the Board prior to the recording of this Amendment) are not affected by subparagraphs (i) and (ii).

(iv) The provisions of subparagraphs (i), (ii), and (iii) shall not apply to the rental or leasing of a Unit to a Unit Owner's spouse, child, parent, grandparent, or to any one or more of them.

(v) The provisions of subparagraphs (i), (ii), and (iii) shall not apply to the rental or leasing of Units by the Association through its Board of Managers.

(b) 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 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 Article IX 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 Article IX 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.

(c) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors along with the copy of the lease.

(d) In the event a unit Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

(e) The provisions of the Declaration, By-Laws and Rules and Regulations that relate to 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. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(f) All Owners and tenants, including Family Members as herein defined, must comply with the provisions contained in the Crime Free Leasing Resolution and Addendum, as duly adopted and as may be from time to time amended by Resolution of the Board of Directors, and is attached hereto as Exhibit "C" for reference purposes only.

(g) In addition to the authority to levy fines against the Owner or Tenant for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the tenant, an action for injunctive and other equitable relief, or an action at law for damages.

(h) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner and/or the Tenant to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(i) All unpaid charges including legal fees as a result of the foregoing shall be deemed to be a lien against the unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

**This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.**

**Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.**

APPROVED THIS 28 DAY OF Oct, 2010

Russell S. Petro

President, Board of Managers Museum Park  
Lofts Condominium Association

**END OF TEXT OF AMENDMENT**

Exhibit "A"

MUSEUM PARK LOFTS  
CONDOMINIUM DECLARATION

LEGAL DESCRIPTION OF UNITS

All units located on the property are delineated on the survey, referred hereto as Exhibit "D" to the Condominium Declarations and made a part of the Declaration, and are legally described as follows:

Units 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1501 and 1512; CSU-1; GU-1, GU-2, GU-3, GU-4, GU-5, GU-6, GU-7, GU-8, GU-9, GU-10, GU-11, GU-12, GU-13, GU-14, GU-15, GU-16, GU-17, GU-18, GU-19, GU-20, GU-21, GU-22, GU-23, GU-24, GU-25, GU-26, GU-27, GU-28, GU-29, GU-30, GU-31, GU-32, GU-33, GU-34, GU-35, GU-36, GU-37, GU-38, GU-39, GU-40, GU-41, GU-42, GU-43, GU-44, GU-45, GU-46, GU-47, GU-48, GU-49, GU-50, GU-51, GU-52, GU-53, GU-54, GU-55, GU-56, GU-57, GU-58, GU-59, GU-60, GU-61, GU-62, GU-63, GU-64, GU-65, GU-66, GU-67, GU-68, GU-69, GU-70, GU-71, GU-72, GU-73, GU-74, GU-75, GU-76, GU-77, GU-78, GU-79, GU-80, GU-81, GU-82, GU-83, GU-84, GU-85, GU-86, GU-87, GU-88, GU-89, GU-90, GU-91, GU-92, GU-93, GU-94, GU-95, GU-96, GU-97, GU-98, GU-99, GU-100, GU-101, GU-102, GU-103, GU-104, GU-105, GU-106, GU-107, GU-108, GU-109, GU-110, GU-111, GU-112, GU-113, GU-114, GU-115, GU-116, GU-117, GU-118, GU-119, GU-120, GU-121, GU-122, GU-123, GU-124, GU-125, GU-126, GU-127, GU-128, GU-129, GU-130, GU-131, GU-132, GU-133, GU-134, GU-135, GU-136, GU-137, GU-138, GU-139, GU-140, GU-141, GU-142, GU-143, GU-144, GU-145, GU-146, GU-147, GU-148, GU-149, GU-150 and GU-151, as delineated on the survey of the following described real estate:

Parcel 1:

THAT PART OF CERTAIN LOTS, BLOCKS, STREETS, PRIVATE STREETS AND ALLEYS AND PART OF THE LANDS OF THE ILLINOIS CENTRAL RAILROAD COMPANY ALL IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SOUTH MICHIGAN AVENUE WITH THE SOUTH LINE OF ROOSEVELT ROAD AS DEDICATED PER DOCUMENT 93954909; THENCE NORTH 89 DEGREES 55 MINUTES 25 SECONDS EAST ALONG SAID SOUTH LINE 324.58 FEET TO THE WEST LINE OF SOUTH INDIANA AVENUE AS DEDICATED PER DOCUMENT NUMBER 93954909; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SOUTH INDIANA AVENUE, AFORESAID, 575.78 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF EAST 13<sup>TH</sup> STREET, THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF EAST OF EAST 13<sup>TH</sup> STREET AFORESAID, 177.42 FEET TO THE EAST LINE OF AN 18 FOOT PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 03 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF AN 18 FOOT PUBLIC ALLEY, 134.00 FEET, THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST 177.51 FEET TO THE WEST LINE OF SOUTH INDIANA AVENUE AFORESAID; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SOUTH INDIANA, AFORESAID, 134.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 FOR CONSTRUCTION, MAINTENANCE AND REPAIR OF BALCONIES AS SET FORTH IN THE GRANT OF EASEMENT RECORDED SEPTEMBER 17, 2001 AS DOCUMENT NUMBER 0010860394

