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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
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**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 13TH STREET, THENCE SOUTH 89 DEGREES 58 MINUTES 42 SECONDS WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF EAST OF EAST 13TH 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

which survey is attached to the Declaration of Condominium made by 13TH STREET LOFTS, L.L.C., an Illinois Limited Liability Company and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 0402718082, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Commonly known as: 125 East 13th Street., Chicago, Illinois 60605.
P.I.N. 17-22-105-030-0000 (Note: Affects the land and other property)

EXHIBIT B

**CERTIFICATION OF UNIT OWNER APPROVAL AND MORTGAGEE
NOTIFICATION AND APPROVAL**

I/We DEAN A. VALENTINE am the Secretary of the Museum Park Lofts Condominium Association an Illinois not-for-profit corporation, and by my signature below, do hereby certify that the foregoing Amendment to the Declaration of Condominium was approved by not less than 67% of the total vote at a meeting called for that purpose and all mortgagees have been notified by certified mail of the amendment.

EXECUTED this 28 day of OCT., 2010

BY: Dean A. Valentine
Secretary

EXHIBIT C
CRIME FREE LEASING
RESOLUTION

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Museum Park Lofts Condominium (“Association”) is an Illinois not-for-profit corporation, organized and operated for the purpose of administering the Association; and

WHEREAS, Association is administered by a duly elected Board of Managers in accordance with a certain Declaration of Condominium; and

WHEREAS, the Board of Managers is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Board of Managers has deemed it to be in the best interests of the Association to adopt the following rules regarding a Crime-Free Leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

The rules and regulations of the Association are amended to include the following provisions:

Leases, Tenants and Non-Resident Unit Owners

I. It is the unit Owner's responsibility to comply with the following:

A. Provide the Association with a copy of the lease and **Crime Free Lease Addendum** (a copy of which is attached hereto), executed by the tenants not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The lease must include names of all the residents of the unit. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in writing and for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months. All leases must be in conformance with, and make specific reference to, the legal documents of the Association.

B. There are several important items that every investor-owner must consider before leasing his/her unit. The Association is a Crime Free Community and has implemented this program:

1. Owners must notify prospective tenants that the Association is a **Crime Free Community**.

2. Owners must show prospective tenants the **Crime Free Lease Addendum**. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application.

3. Owners must obtain a completed lease application from prospective tenants, and provide a copy to the Board of Managers, no less than ten days prior to occupancy of the unit, a copy of the application is available through the Board of Managers and/or management.

4. Owners must obtain a criminal background check on prospective tenant and every person moving into the unit, and provide a copy to the Board of Directors, no less than ten days prior to occupancy of the unit. Owners must submit proof to the management company that this was done prior to the tenant moving into the unit.

A VIOLATION OF THE FOREGOING SECTION A AND B 1 THROUGH B 4 MAY RESULT IN A FINE OF **\$100.00**, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

5. All leases must be in writing and for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months, unless the Board consents in writing to the contrary. No unit owner may lease less than the entire unit. The unit may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The Owner is also required to submit, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, a completed Resident Information form stating the number and name of all tenants, including children, who will be residing at their unit. This information will also include the phone number of the unit, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.

6. All leases must be current. The management office must be provided a copy of all updated leases (renewal) and lease riders not later than the date of occupancy or ten (10) days after the updated lease is signed, whichever occurs first. Additionally, unless otherwise provided by law, any unit owner who fails to provide the Board of Managers with an address other than the unit where the owner is to receive notices or other information from the Association shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by any delays in receiving notice resulting therefrom.

7. Discrimination on the basis of age, race, color, creed, national origin or sex is not allowed.

8. If a tenant violates the Declarations, By-Laws or the Rules and Regulations of the Association, the owner shall also be held responsible.

9. Sub-leasing of Units is not permitted.

10. During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the unit, (a new roommate is someone residing in the unit longer than 30 days). A copy of (1) the new lease, (2) new lease rider and (3) **Crime free Lease Addendum** must be delivered to the management office. **A background criminal check must be done on the new tenant(s) prior to moving in.** All moving rules must be followed during this time.

11. Owners may not rent their units to any person or persons who have a) ever been convicted of any violent criminal activity b) been convicted of a drug-related criminal activity within the last five (5) years or been convicted of any form of aggravated sexual assault or been adjudicated a registered sexual offender.. “ Violent criminal activity” is defined as any felonious

criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" is defined as the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

A VIOLATION OF THE FOREGOING SECTION B 5 THROUGH B 11 MAY RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SECOND VIOLATION, AND \$500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

II. Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the following fines may be assessed to the owner of the respective unit involved, after notice and an opportunity for a hearing:

A. Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported after notice and opportunity to be heard on the matter:

1st offense **\$100.00**
2nd offense **\$250.00**
Thereafter **\$500.00**

B. Activities on this property such as, but not limited to, domestic violence, child abuse assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and opportunity to be heard on the matter:

1st offense **\$100.00**
Thereafter **\$500.00 per incident**

C. Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon; discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and opportunity to be heard on the matter.

1st offense and thereafter **\$1000.00 per incident**

III. 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 Declaration, By-Laws, and Rules and Regulations of the Association. 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 tenant of any covenants, rules, regulations or bylaws of the Association.

IV. This policy becomes effective October 28, 2010. All lease agreements signed prior to this date will be grandfathered through the term of the lease or for one year from the effective date of these rules, whichever occurs first, in regards to the Crime Free Lease

Addendum. Tenants are not subject to another criminal background check at the time of lease renewal, only at the time the initial lease is effected. Owners are immediately responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at the Association.

V. Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the matter or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.

VI. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Unit Owner responsible.

Approved this 28 day of Oct, 2010

Board of Managers
Museum Park Lofts Condominium Association
By: 
Its President

ATTEST:

By: 
Its Secretary