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 Karen A. Yarbrough  
 Cook County Recorder of Deeds  
 Date: 03/14/2016 11:23 AM Pg: 1 of 6

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR CARL SANDBURG VILLAGE CONDOMINIUM ASSOCIATION NO. 7**

This Amendment to the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carl Sandburg Village Condominium Association No. 7 made and entered into as of this 23 day of ~~January~~<sup>FEBRUARY</sup>, 2016.

**WITNESSETH:**

WHEREAS, the real estate described on Exhibit 1 was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carl Sandburg Village Condominium Association No. 7 recorded in the Office of the Cook County Recorder of Deeds as Document No. 25382049 as previously amended by the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carl Sandburg Village Condominium Association No. 7 (as amended, the "Declaration").

WHEREAS, Section 13.07 of the Declaration provides that the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board and approved by Unit Owners having, in the aggregate, at least sixty-six and two-thirds percent (66-2/3%) of the total vote at a meeting called for that purpose, provided, however, that all holders of first mortgages of record have been notified by certified mail of any change, modification or rescission, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument.

WHEREAS, this amendment to the Declaration is signed and acknowledged by the Board.

WHEREAS, the amendments to the Declaration set forth hereinbelow were approved by Unit Owners having, in the aggregate, at least sixty-six and two-thirds percent (66 - 2/3%) of the total vote at a special meeting of the Unit Owners held on December 1, 2015.

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

DAVID SUGAR  
 ARNSTEIN & LEHR LLP  
 120 S. RIVERSIDE PLAZA., STE 1200  
 CHICAGO, IL 60606

COMMON ADDRESS:

1560 NORTH SANDBURG TERRACE  
 CHICAGO, ILLINOIS 60610

PINs: 17-04-207-087-1001 through  
 17-04-207-087-1615

WHEREAS, all holders of first mortgages of record have been notified by certified mail of the amendments to the Declaration set forth hereinbelow and an affidavit by the Secretary of the Association certifying to such mailing is made a part hereof.

NOW, THEREFORE, the Board of Directors of the Carl Sandburg Village Condominium Association No. 7, with the approval of at least sixty-six and two-thirds percent (66 2/3%) of the Unit Owners, 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 Declaration is hereby amended to replace the first sentence of Section 7.01(n)(i) with: "Any Unit Owner shall have the right to lease all (and not less than all) of his/her Unit, subject to the provisions of subsections 7.01(n)(i-a) and 7.01(n)(ii) hereof".
3. The Declaration is hereby amended to add the following new subsection 7.01(n)(i-a) between subsections 7.01(n)(i) and 7.01(n)(ii):

i-a. Leasing of Units Restricted For New Owners Only.

Effective March 1, 2016, except as permitted by subsections 1 through 4 of this Section 7.01(n)(i-a), no Unit Owner may (a) enter into or renew any "Occupancy Arrangement" (as hereinafter defined) with respect to any Unit, or (b) allow any person who is not a Unit Owner to occupy a Unit pursuant to an Occupancy Arrangement; provided, however, that the Unit Owner of a Unit on March 1, 2016 may continue to enter into or renew Occupancy Arrangements with respect to that Unit and may continue to allow persons who are not Unit Owners to occupy that Unit pursuant to Occupancy Arrangements, for as long as that Unit Owner remains the owner of that 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 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.

1. Less Than 25% of Units Rented. Any Unit Owner who purchases after March 1, 2016 may enter into an Occupancy Arrangement with respect to a Unit upon receipt of written confirmation from the Management Office that the total number of Units then subject to Occupancy Arrangements (other than "Family Occupancy Arrangements" as defined below) is less than Twenty-Five Percent (25%) of all of the Units in the Association.

2. Hardship. Any Unit Owner who purchases after March 1, 2016 may, upon receipt of the Board's prior written approval, enter into an Occupancy Arrangement with respect to a 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 Unit for a period not to exceed one additional year. As used herein, a "Hardship Situation" means a situation in which an Owner has been unable to sell a Unit, despite good faith efforts to sell the Unit for more than ninety (90) consecutive days at a reasonable price and

through a qualified realtor, and the inability to lease the Unit will subject the Owner to financial hardship.

3. Family Occupancy Arrangement. Any Unit Owner who purchases after March 1, 2016 may enter into an Occupancy Arrangement with respect to a Unit with his/her parents, spouse, former spouse, civil partner, children (natural or adopted), grandparents, grandchildren, or siblings.

4. Unit Owned or In Possession of the Association. The Association may enter into Occupancy Arrangements with respect to any Unit of which the Association is the Unit Owner or party in possession.

For purposes of this Section 7.01(n)(i-a) only, the pre-March 1, 2016 Unit Owner of a Unit will be deemed to continue to be the Unit Owner of that Unit notwithstanding any of the following transfers: (a) transfer of ownership of a Unit to a living trust or similar estate planning trust by a pre-March 1, 2016 Unit Owner, for as long as the pre-March 1, 2016 Unit Owner is alive and acting as a trustee under that trust; or (b) transfer of a Unit to a land trust, for as long as the pre-March 1, 2016 Unit Owner is alive and the sole or majority beneficial owner of that land trust.

4. All other provisions of the Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Association has caused this Amendment to Declaration to be executed and delivered as of this 23 day of ~~January~~ <sup>FEBRUARY</sup>, 2016.

**CARL SANDBURG VILLAGE  
CONDOMINIUM ASSOCIATION NO. 7**

By: Judith H. Barnes  
Its President

Attest: Susan R. Geffen  
Its Secretary

STATE OF ILLINOIS )  
) SS  
COUNTY OF COOK )

I, Barbara A. Roberts, a Notary Public in and for the County and State aforesaid, do hereby certify that JUDITH H. BARNES and SUSAN R. GEFFEN, as President and Secretary, respectively, of the Carl Sandburg Village Condominium Association No. 7, an Illinois not for profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their 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 23<sup>rd</sup> day of ~~January~~ <sup>FEBRUARY</sup>, 2016.



Barbara A. Roberts  
Notary Public

**Exhibit 1**

**(LEGAL DESCRIPTION)**

Carl Sandburg Village Condominium Unit No. 7, as delineated on a survey of the following described real estate, lot 1 (Except the North 95.05 feet and the East 30.00 feet thereof), lot 2 (Except the South 56.30 feet of the West 175.50 feet thereof), lot 3 and that portion of Germania Place lying West of the West Line of the said East 30.00 feet of lot 1 extended South to the North Line of said Lot 2, all in Chicago Land Clearance Commission No. 3, Being a consolidation of lots and part of lots and vacated alleys in Bronson's Addition to Chicago and certain resubdivision, all in the North East 14 of Section 4, 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 recorded as Document 25382049 and filed as Document LR3179558.

COMMON ADDRESS: 1560 NORTH SANDBURG TERRACE  
CHICAGO, ILLINOIS 60610

PINS: 17-04-207-087-1001 THROUGH 17-04-207-087-1615

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**SECRETARY'S AFFIDAVIT**

I, Susan R. Geffen, being first duly sworn on oath, depose and state that I am the duly elected Secretary of Carl Sandburg Village Condominium Association No. 7, and I hereby certify that (i) the Amendment to the Amended and Restated Declaration set forth hereinabove was approved by Unit Owners having, in the aggregate, more than sixty-six and two-thirds percent (66 - 2/3%) of the total vote at a special meeting of the Unit Owners called for that purpose and held on December 1, 2015, and (ii) notice of such Amendments was mailed, by certified mail, to all first mortgagees having bona fide liens of record against any Unit.

Date: February 24, 2016

Susan R. Geffen

SUBSCRIBED and SWORN to before me  
this 23rd day of FEBRUARY, 2016.

Barbara A Roberts  
Notary Public



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**SECRETARY'S AFFIDAVIT**

I, Susan R. Geffen, being first duly sworn on oath, depose and state that I am the duly elected Secretary of Carl Sandburg Village Condominium Association No. 7, and I hereby certify that (i) the Amendment to the Amended and Restated Declaration set forth hereinabove was approved by Unit Owners having, in the aggregate, more than sixty-six and two-thirds percent (66 - 2/3%) of the total vote at a special meeting of the Unit Owners called for that purpose and held on December 1, 2015, and (ii) notice of such Amendments was mailed, by certified mail, to all first mortgagees having bona fide liens of record against any Unit.

Date: February 24, 2016

Susan R. Geffen

SUBSCRIBED and SWORN to before me  
this 23rd day of FEBRUARY, 2016.

Barbara A Roberts  
Notary Public

