UNOFFICIAL COPY

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM -523 - 525 NORTH HINMAN CONDOMINIUM ASSOCIATION Doc#: 0816931084 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 06/17/2008 03:49 PM Pg: 1 of 6

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM 523 - 525 NORTH HINMAN CONDOMINIUM ASSOCIATION

This Second Amendment to Declaration of Condominium for the 523 – 525 North Hinman Condominium Association

WITNESSETH:

WHEREAS, the property legally described in Exhibit A hereto was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium recorded with the Recorder of Deecs of Cook County, Illinois on February 14, 2006 as Document No. 0604503011 (as amended by an Amendment to Declaration recorded on May 18, 2006 as Document No. 0613810112, the "Declaration").

WHEREAS, Section 18 of the Declaration provides that the provisions of the Declaration may be changed or modified by action of not less than two-thirds (2/3rds) of the Unit Owners, provided, however, that all mortgagees having bona fide liens of record have been notified by certified mail of such change or modification.

WHEREAS, the amendment to the Declaration set forth hereinbolow was approved by more than two-thirds (2/3rds) of the Unit Owners (namely, 78.1% of the Unit Owners) at a special meeting of Unit Owners held on January 21, 2008.

WHEREAS, a copy of the modifications made to the Declaration in the Second Amendment to Declaration has been mailed by certified mail to all holders of first mortgages of record.

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

COMMON ADDRESS 523 – 525 N. Hinman Evanston, Illinois 60202

DAVID SUGAR ARNSTEIN & LEHR LLP 120 S. RIVERSIDE PLAZA., STE 1200 CHICAGO, IL 60606 RECORDER'S BOX 378

PINs: 11-19-414-033-1001 through 11-19-414-033-1008

RECORDING FEE \$ 46-DATE 6-17-08 COPIES 6 OK 59 epgs

UNOFFICIAL COPY

NOW, THEREFORE, the undersigned President of the Board, with the approval of more than two-thirds (2/3rds) of the Unit Owners, does hereby amend the Declaration as follows:

- 1. TERMS. Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.
- AMENDMENT. The Declaration is hereby amended by deleting the first paragraph of Section 8 and replacing it with the following:
 - 8. Lease of Units or Sublease or Assignment Thereof.

Except 33 permitted by subsections (i), (ii) and (iii) of this paragraph, no Unit Owner or other person in possession of a Unit (that is, a Residential Unit or a Parking Unit) may (a) enter into occuping any "Occupancy Arrangement" (as hereinafter defined) with respect to any Unit on occupant to an Occupancy Arrangement after January 31, 2008; provided, occupy a Unit pursuant to an Occupancy Arrangement after January 31, 2008; provided, however, that a person who is not a Unit Owner may continue to occupy a Unit pursuant to an Occupancy Arrangement entered into prior to January 31, 2008 until the first to occur of (x) the expiration of such Occupancy Arrangement, and (y) September 30, 2008. As used herein, "Occupancy Arrangement" means a lease or other agreement or arrangement, whether written or oral, whereby a Unit Owner or other person in possession of a Unit authorizes a 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 (or other person in possession) and such non-Unit Owner third-party.

- i. <u>Exception Family Occupariov Arrangement</u>. A Unit Owner or other person in possession of a Unit may enter into an Occupancy Arrangement with his/her spouse, former spouse, sibling, perent, child, grandparent, or grandchild.
- ii. <u>Exception Unit Owned or In Poscession of the Association</u>. The Association may enter into a lease or other Occupancy Arrangement with respect to any Unit of which the Association is the Owner or party in possession.
- iii. <u>Exception Hardship</u>. A Unit Owner or other person in possession of a Unit may enter into a lease or other Occupancy Arrangement with respect to such Unit for a period not to exceed twenty-four (24) consecutive months if the existence of a Hardship Situation (as hereinafter defined) is demonstrated to the reasonable satisfaction of the Board. However, once a Unit Owner or other person in possession enters into an Occupancy Arrangement on or after February 1, 2008 pursuant to this subsection "iii", that Unit Owner or other person in possession may not enter into any further Occupancy Arrangements pursuant to this subsection with respect to such Unit for seven (7) years, notwithstanding continuing hardship. As used herein, a "Hardship Situation" means a situation in which the inability to lease a Unit would subject its Owner to financial hardship.
- CONTINUATION. Except as expressly modified herein, all terms and conditions of the Declaration shall continue in full force and effect.

0816931084 Page: 3 of 6

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Association has caused this Amendment to Declaration to be executed and delivered as of this 4 day of ________, 2008.

523 - 525 NORTH HINMAN CONDOMINIUM **ASOCIATION**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)	
) SS COUNTY OF COOK)	
nereby certify that Mary Pat O'Meara, as President of the 523 CONDOMINIUM ASSOCIATION, an Illinois not for profit corporation be the same persons whose name is subscribed to the foregoing in appeared before me this day in person and acknowledged that strongening instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free and voluntary act and as the free foregoing instrument as her own free foregoing	n, personally known to me to nstrument as such President he signed and delivered the ree and voluntary act of such
STATE OF ILLINOIS) SS	
COUNTY OF COOK)	
hereby certify that Adela Seal, as Secreta v of the 523 CONDOMINIUM ASSOCIATION, an Illinois not for profit corporation be the same person whose name is subscribed to the foregoing appeared before me this day in person and acknowledged that foregoing instrument as her own free and voluntary act and as the corporation, for the uses and purposes therein set forth.	on, personally known to me to instrument as such Secretary she signed and delivered the
GIVEN under my hand and notarial seal this day of	2906.
"OFFICIAL SEAL" RICHARD S. HAMILTON NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 01/25/2010	Notary Public Notary Public

0816931084 Page: 5 of 6

UNOFFICIAL COPY

Exhibit A (LEGAL DESCRIPTION)

LOTS 2 AND 3 IN PEAKE'S RESUBDIVISION OF LOTS 15 AND 16 IN BLOCK 4 IN KEENEY AND RINN'S ADDITION TO EVANSTON IN THE SOUTHWEST 1/4 OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 523 - 525 N. Hinman

Evanston, Illinois 60202

through 1

Of Cook Collings Clark's Office PIN #s: 11-19-414-033-1001 through 11-19-414-033-1008

0816931084 Page: 6 of 6

UNOFFICIAL COPY

STATE OF ILLINOIS)	
) SS COUNTY OF COOK)	
that I am the duly elected Secretary of the 52 Illinois not for profit corporation, and I hereb forth in the above and foregoing Second Am two-thirds (2/3rds) of the Unit Owners at a and (2) that worm of the modifications in	heing first on oath duly sworn, depose and state 23 - 525 North Hinman Condominium Association, and y certify (1) that the amendment to the Declaration set mendment to Declaration was approved by more than meeting of Unit Owners held on January 21, 2008, ande to the Declaration in the above and foregoing ten mailed by certified mail to all mortgagees holding
SUBSCRIBED and SWORN to before me this Eday of JUNE, 2008. Notary Public	"OFFICIAL SEAL" RICHARD S. HAMILTON NOTARY PUBLIC STATE OF ILLINGIS My Commission Expires 01/25/2010
	C/e/75 OFFE