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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**

**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 Deeds 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 hereinbelow 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 this 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:

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

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

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

RECORDING FEE \$ 46-

DATE 6-17-08 COPIES 6

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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.
2. 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 as 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 or renew any "Occupancy Arrangement" (as hereinafter defined) with respect to any Unit on or after February 1, 2008, or (b) allow any person who is not a Unit Owner to 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. Exception - Family Occupancy Arrangement. A Unit Owner or other person in possession of a Unit may enter into an Occupancy Arrangement with his/her spouse, former spouse, sibling, parent, child, grandparent, or grandchild.
- ii. Exception - Unit Owned or In Possession of the Association. 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. Exception - Hardship. 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.

3. CONTINUATION. Except as expressly modified herein, all terms and conditions of the Declaration shall continue in full force and effect.

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

**523 – 525 NORTH HINMAN CONDOMINIUM
ASSOCIATION**

By: *Mary Pat O'Meara*
Its President

Attest: *Ashley Seal*
Its Secretary

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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 ¼ 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

PIN #s: 11-19-414-033-1001 through 11-19-414-033-1008

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