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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/01/2008 03:05 PM Pg: 1 of 7

**SECOND AMENDMENT  
TO DECLARATION OF  
CONDOMINIUM  
OWNERSHIP  
AND BYLAWS FOR  
THE METRO NORTH  
CONDOMINIUM**

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM  
OWNERSHIP AND BYLAWS FOR THE METRO NORTH CONDOMINIUM**

This Second Amendment to the Declaration of Condominium Ownership and Bylaws for the Metro North Condominium:

**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 Ownership recorded with the Recorder of Deeds of Cook County, Illinois on August 25, 2006 as Document No. 0623739044 (the "Declaration").

WHEREAS, Article XIII, Paragraph A(2) of the Declaration provides that the provisions of the Declaration may be changed, modified or rescinded by an instrument in writing setting for such change, modification or rescission, signed by Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements and acknowledged provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument.

THIS INSTRUMENT WAS PREPARED BY AND  
AFTER RECORDING RETURN TO:

ALLAN GOLDBERG  
STEPHANIE J. KIM  
ARNSTEIN & LEHR LLP  
120 S. RIVERSIDE PLAZA., STE 1200  
CHICAGO, IL 60606  
RECORDER'S BOX 378

COMMON ADDRESS  
1801-1813 W. Irving Park Road and  
3946 North Ravenswood Avenue  
Chicago, Illinois 60613

PINs: 14-19-201-036-1001 through and  
including -1102

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DATE 10/1/08 COPIES 60  
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WHEREAS, the amendment to the Declaration and Bylaws set forth hereinbelow was approved by more than seventy-five percent (75%) of the total ownership of the Common Elements (namely, 78.479% of the total ownership of the Common Elements) at a special meeting of Unit Owners held on August 6, 2008.

WHEREAS, a copy of the amendment made to the Declaration in the above and foregoing Second Amendment to Declaration of Condominium Ownership and Bylaws has been mailed by certified mail to all holders of first mortgages of record.

NOW, THEREFORE, the undersigned President of the Board, with the approval of more than seventy-five percent (75%) of the total ownership of the Common Elements, 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. AMENDMENTS.
  - a. The Declaration is hereby amended to add the following paragraphs to Section VIII:

*"Restrictions on Residential Unit Leasing. Effective as of June 4, 2008, except as permitted by subsections (i), (ii) and (iii) below, no Unit Owner may (a) enter into any "Occupancy Arrangement" (as hereinafter defined) with respect to any Residential Unit, or (b) allow any person who is not a Unit Owner to occupy a Residential Unit pursuant to an Occupancy Arrangement; provided however, the foregoing restrictions shall not apply to Unit Owners who owned a Residential Unit prior to June 4, 2008 and in which case, no more than a total of six (6) Residential Units owned by Unit Owners who owned such Residential Units prior to June 4, 2008, may be subject to an Occupancy Arrangement at any given time. As used herein, "Occupancy Arrangement" means a lease or other agreement or arrangement, in writing, 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 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 Occupancy Arrangements with respect to any Unit of which the Association is the Owner or party in possession.*
- iii. *Exception - Hardship. A Unit Owner may, with the Board's prior written approval, enter into one Occupancy Arrangement with respect to such Unit for a period not to exceed two (2) years if the existence of a Hardship Situation (as hereinafter defined) is demonstrated to the reasonable satisfaction of the Board. As used herein, a "Hardship Situation" means a situation in which the inability to lease a Unit would subject its Owner to financial hardship.*

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No Unit Owner may enter into a permitted Occupancy Arrangement for a Unit for hotel or transient purposes or for a term less than twelve (12) months, and no portion of a Unit which is less than the entire Unit shall be leased or otherwise occupied pursuant to an Occupancy Arrangement. If a Unit Owner desires to lease a Residential Unit, it shall first obtain a written lease authorization from the Board for such lease. All leases of Residential Units shall contain the following provision:

*'The lessor's right to lease the Residential Unit is subject to, among other things, a limitation on the number of units in the Condominium that may be leased at any time. Accordingly, the effectiveness of this Lease is subject to and conditioned upon the lessor's receipt of a written lease authorization from the Board of Managers of the Condominium Association.'*

*The terms of this Section shall be subject to such Rules and Regulations which the Board may adopt from time to time."*

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

**IN WITNESS WHEREOF**, the Association has caused this Second Amendment to Declaration of Condominium Ownership and Bylaws to be executed and delivered as of this 6<sup>th</sup> day of SEPTEMBER, 2008.

**Metro North Condominium Association**

By: Emily Blungensmith  
Its President

Attest: N. Elizabeth Beaty  
Its Secretary



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## Exhibit A (LEGAL DESCRIPTION)

UNITS 301 THROUGH 305, 402 THROUGH 412, 501 THROUGH 511, 602 THROUGH 611, 701 THROUGH 707, G-1 THROUGH G-58 IN THE METRO NORTH CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 2, 3, 4, 5 AND 6 AND LOT 7 (EXCEPT THE WEST 14.1 FEET THEREOF AND ALSO EXCEPT THE EAST 8 FEET OF THE WEST 22.1 FEET OF THE NORTH 70 FEET THEREOF) IN BLOCK 3 IN CHARLES J. FORD'S SUBDIVISION OF BLOCKS 3, 4, 5, 14 AND 15 AND OF LOTS 1, 2, AND 3 IN BLOCK 1 IN BLOCK 16 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND: PARCEL 1801, COMMERCIAL SPACE COMMONLY KNOWN AS 1801 WEST IRVING PARK ROAD, ALSO EXCEPTING PARCEL 1805, COMMERCIAL SPACE COMMONLY KNOWN AS 1805 WEST IRVING PARK ROAD,

ALSO EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE ABOVE DESCRIBED TRACT LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF + 16.11 FEET CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +24.96 FEET CHICAGO CITY DATUM DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 89 DEGREES 55 MINUTES 17 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT FOR A DISTANCE OF 76.91 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 43 SECONDS EAST FOR DISTANCE OF 2.64 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 2.69 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.15 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 18.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.18 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 2.65 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 7.64 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR DISTANCE OF 0.82 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 7.74 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 2.68 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 0.18 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 18.72 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR DISTANCE OF 0.20 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 2.65 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR DISTANCE OF 7.63 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 0.85 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR DISTANCE OF 7.63 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR DISTANCE OF 2.65 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00

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SECONDS EAST FOR A DISTANCE OF 0.20 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 8.95 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR DISTANCE OF 1.72 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 4.87 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 8.35 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 2.51 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 23.62 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 44.20 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 2.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 17.38 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 6.14 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 17.38 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 6.14 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY 1801 W. IRVING, LLC, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 0623739044, IN COOK COUNTY, ILLINOIS.

Common Address: 1801-1813 W. Irving Park Road and 3946 North Ravenswood Avenue, Chicago, Illinois 60613

PIN #s: 14-19-201-036-1001 through and including -1102

