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**SECOND AMENDMENT
TO DECLARATION OF
CONDOMINIUM
OWNERSHIP OF THE
GREENOAKS
CONDOMINIUM
ASSOCIATION
OF CHICAGO**

This Second Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for THE GREENOAKS CONDOMINIUM ASSOCIATION OF CHICAGO (also known as Green Oaks Condominium):

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 and Covenants for Green Oaks Condominiums" recorded in the office of the Recorder of Deeds of Cook County on May 29, 1968 as Document No. 20504264, as amended and restated on October 17, 2007 as Document No. 0729060096 (as amended, the "Declaration");

WHEREAS, Section 7 of Article XIII of the Declaration (as modified by Section 27(a)(1) of the Act) provides that provisions of the Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed and acknowledged by the members of the Board and certifying that the Owners having at least three-quarters of the total votes (i.e., having three-quarters of the total percentage interests in the Common Elements) have approved such amendment, provided, however, that all holders of first mortgages of record have been notified by certified mail of such change, modification or

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

ALLAN GOLDBERG
ARNSTEIN & LEHR LLP
120 S. RIVERSIDE PLAZA
SUITE 1200
CHICAGO, IL 60606

COMMON ADDRESSES:
2322-2336 W. Greenleaf
2301-2335 W. Greenleaf
7024-7030 N. Oakley
Chicago, Illinois 60645

PIN: 11-31-104-044-1001 through
11-31-104-044-1008 and
11-31-108-021-1001 through
11-31-108-021-1024

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rescission, and an affidavit by the Secretary of the Association certifying to such mailing is attached thereto.

WHEREAS, Owners owning more than 3/4ths of the total of the total votes in THE GREENOAKS CONDOMINIUM ASSOCIATION OF CHICAGO (the "Association") approved the amendment to the Declaration set forth hereinbelow at a special meeting of Owners duly called and held for that purpose on June 17, 2009.

NOW, THEREFORE, the undersigned President and Secretary of the Association, with the prior approval of Owners owning more than 3/4ths of the total votes of the Association, do 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 to add the following as a new Section 11, Article VIII:

"11. *Lease or Sublease.* A. Notwithstanding any provision in this Declaration to the contrary, except as otherwise permitted herein and by subsections (i), (ii) and (iii) of this Section 11A, no more than twenty percent (20%), in number, of the Units may, in the aggregate, be leased at any given time; provided however that those Owners of a Unit who are leasing a Unit as of the date hereof may continue to allow persons who are not Owners to lease that Unit for as long as that Owner remains the owner of that Unit. As used herein, 'lease' means a lease, sublease or other agreement or arrangement, whether written or oral, whereby an Owner or other person in possession of a Unit authorizes a third party to use and occupy a non-Owner occupied Unit, for a period of six (6) months or more, regardless of the form of consideration, if any, paid, exchanged or otherwise provided between the Owner (or other person in possession) and such non-Owner third-party.

i. Exception - Family Occupancy Arrangement. An 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 and such arrangement shall not be considered a 'lease' as defined herein.

ii. Exception - Unit Owned or In Possession of the Association. The Association may enter into a lease with respect to any Unit of which the Association is the Owner or party in possession.

iii. Exception - Hardship. An Owner or other person in possession of a Unit may enter into one (1) lease with respect to such 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. However, once an Owner or other person in possession enters into a lease on or after the date hereof pursuant to this subsection "iii", that Owner or other person in possession may not enter into any further leases pursuant to this subsection with respect to such Unit, notwithstanding continuing hardship. As used herein, a "Hardship Situation"

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means a situation in which the inability to lease a Unit would subject its Owner to financial hardship.

B. Any lease relating to a Unit (i) must be in writing, (ii) shall be subject to all the terms, conditions and requirements of this Declaration, the Bylaws and the Rules and Regulations of the Association, (iii) must be delivered to the Association not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first, and (iv) shall provide that any failure of the Unit occupant to comply with the terms, conditions and requirements of this Declaration, the Bylaws and the Rules and Regulations of the Association shall be a default under such lease. No Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than six (6) months. If any lease or sublease of a Unit is attempted or consummated without complying with the provisions of this Article, such lease or sublease shall be subject to all rights, options and remedies available to the Board hereunder or otherwise, including without limitation, denial or termination of possession of the Unit."

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 Amendment to be executed and delivered as of this 14th day of NOV, 2009.

**THE GREENOAKS CONDOMINIUM
ASSOCIATION OF CHICAGO**

By: Barbara B. Kreml
Its President

Attest: Susan E. Spitz
Its Secretary

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Exhibit 1
(LEGAL DESCRIPTION)

GREENOAKS CONDOMINIUM OF CHICAGO AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARCEL 1:

LOT 6 (EXCEPT THE WEST 17 FEET THEREOF AS MEASURED ALONG THE SOUTH LINE THEREOF) AND ALL OF LOTS 7, 8, AND 9 IN E W ZANDER AND COMPANY'S ADDITION TO ROGERS PARK TO THE NORTH WEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO

PARCEL 2:

LOT 190 (EXCEPT THAT PART LYING WEST OF NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 17 FEET OF LOT 6 AFORESAID) AND THAT PART OF LOT 191 LYING WEST OF NORTHERLY EXTENSION OF THE EAST LINE OF LOT 9 AFORESAID IN THE SUBDIVISION OF LOT 95 IN MCGUIRE AND ORR'S RIDGE BOULEVARD ADDITION TO ROGERS PARK, BEING A SUBDIVISION IN THE NORTH WEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3:

LOTS 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK 5 IN KEENEY'S ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE 55 487/1000 ACS NORTH AND ADJOINING SOUTH 45 63/100 ACRES OF THAT PART OF THE NORTH WEST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF RIDGE ROAD IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS RECORDED ON MAY 29, 1968 AS DOCUMENT NO. 20504264.

