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TO:

Doc#: 0926729047 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/24/2009 12:49 PM Pg: 1 of 7

Steven H. Blumenthal
Much Shelist
Denenberg Ament &
Rubenstein, P.C.
191 N. Wacker Drive
Suite 1800
Chicago, Illinois 60606

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS,
COVENANTS AND BY-LAWS FOR
MOTOR ROW LOFTS AT
2301-2315 SOUTH MICHIGAN CONDOMINIUM**

THIS SECOND AMENDMENT to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Motor Row Lofts at 2301-2315 South Michigan Avenue Condominium is made as of the 23rd day of September, 2009, (hereinafter referred to as the "**Second Amendment**") by Motor Row Development Corporation (hereinafter referred to as the "**Developer**").

RECITALS

A. The Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Motor Row Lofts at 2301-2315 South Michigan Avenue Condominium) was previously recorded with the Cook County Recorder of Illinois on April 28, 2008, as Document Number 0811922074 and amended by First Amendment dated August 5, 2008 and recorded on August 13, 2008 as Document Number 0822634085 (collectively, the "**Declaration**"), which submitted certain real estate as legally described on Exhibit "A" attached hereto to the provisions of the Illinois Condominium Property Act (the "**Property**").

B. Developer is seeking approval of the Condominium from the Federal Housing Authority and has been advised that the Declaration may not contain any rights of first refusal.

C. Pursuant to the terms of Section 13.08(a) of the Declaration, the Developer reserved the right and power to record a special amendment to the Declaration to comply with the requirements, among other federal and governmental agencies, of the Federal Housing Association and the Department of Housing and Urban Development.

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NOW, THEREFORE, the Developer hereby amends the Declaration as follows:

1. Recitals and Defined Terms. The Recitals set forth above are hereby incorporated as though fully set forth herein. Capitalized terms used in this Second Amendment which are not otherwise defined herein shall have the same meanings ascribed to such terms in the Declaration.

2. Amendment. The Right of First Refusal contained in Section 11.11 of the Declaration in favor of Developer with respect to all of the "Dwelling Units" is hereby deleted in its entirety. The Developer hereby waives any rights of first refusal that it may have pursuant to that section.

2. Other Terms in Effect. Except as set forth herein, all other terms of the Declaration and Second Amendment are hereby ratified, approved and confirmed.

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IN WITNESS WHEREOF, the Developer has caused this Second Amendment to be executed as of the date above first written.

Motor Row Development Corporation,
an Illinois corporation

By: 
Paul Zucker, President

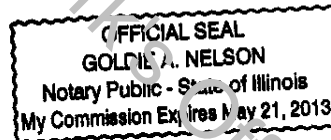
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Zucker, as President of Motor Row Development Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of said corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of September, 2009.



Notary Public



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MORTGAGEE'S CONSENT

Figueira LLC, an Illinois limited liability company, as mortgagee under that certain Mortgage encumbering the Property dated October 10, 2006 and recorded on October 13, 2006 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0628622028 (the "**Mortgage**"), hereby consents to the execution and recording of the Second Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Motor Row Lofts Condominium (the "**Declaration**"), and hereby subordinates the Mortgage to the Declaration and further agrees that the lien of the Mortgage is subject to the provisions of the Declaration.

IN WITNESS WHEREOF, Figueira LLC has caused this instrument to be executed as of September 21, 2009.

FIGUEIRA LLC, an Illinois limited liability company

By: Agora Properties, Inc., an Illinois corporation

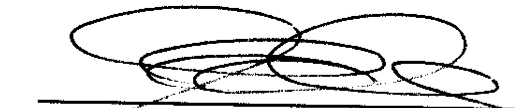
By: 
Susan Haerr Zucker, President

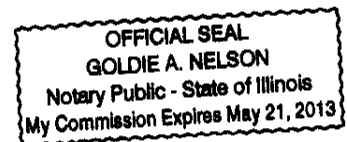
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Susan Haerr Zucker, President of Agora Properties, Inc., an Illinois corporation and personally known to me to be the Member of Figueira LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument pursuant to authority given by the Members of said limited liability company, as his free and voluntary act, and deed of said company, for the uses and purposes therein set forth

Given under my hand and notarial seal as of September 21, 2009.

(SEAL)


Notary Public



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FEE OWNER CONSENT

Agora Michigan Avenue, LLC, an Illinois limited liability company, as fee owner of the Property ("**Fee Owner**"), hereby consents to the execution and recording of the Second Amendment Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Motor Row Lofts Condominium (the "**Declaration**") and hereby joins in the foregoing Second Amendment of the Declaration and agrees that its interest in and to the Property is subject to the provisions of the Declaration.

IN WITNESS WHEREOF, Agora Michigan Avenue, LLC has caused this instrument to be executed as of September 24, 2009.

AGORA MICHIGAN AVENUE, LLC, an Illinois limited liability company

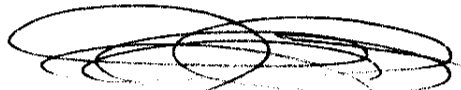
By: Agora Realty, Ltd., an Illinois corporation, member

By: 
Susan Haerr Zucker, President

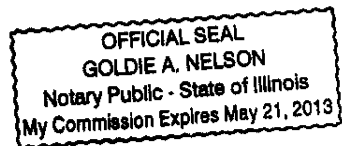
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Susan Haerr Zucker, President of Agora Realty, Ltd., a member of Agora Michigan Avenue, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of September 24, 2009.



Notary Public



UNOFFICIAL COPY**EXHIBIT "A"****PARCEL 1:**

THE NORTH 75.00 FEET OF LOT 2 EXCEPT PORTIONS TAKEN FOR MICHIGAN AVENUE IN BLOCK 23 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST ½ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE RIGHT TO USE THE WESTERLY HALF OF THE SKYBRIDGE DESCRIBED AS FOLLOWS. AS CREATED BY DECLARATION OF PARTY WALL RIGHTS AND SKYBRIDGE MAINTENANCE AGREEMENT DATED AS OF MARCH 21, 2006 AND RECORDED MARCH 23, 2006 AS DOCUMENT 0608233172:

ANY AND ALL RIGHT, TITLE AND OR UNDIVIDED INTEREST IN AND TO THE FOUR (4) STORY COVERED BRIDGE OR PASSAGEWAY ("SKYBRIDGE"), APPROXIMATELY FOURTEEN (14) FEET IN WIDTH, OVER AND ACROSS THE NORTH/SOUTH TWENTY (20) FOOT PUBLIC ALLEY IN BLOCK BOUNDED BY SOUTH MICHIGAN AVENUE, EAST 23RD STREET, SOUTH INDIANA AVENUE AND EAST 24TH STREET, CONNECTING THE SECOND (2ND), THIRD (3RD), FOURTH (4TH) AND FIFTH (5TH) FLOORS OF THE PREMISES COMMONLY KNOWN AS 2301-2309 SOUTH MICHIGAN AVENUE, CHICAGO, ILLINOIS WITH THE CORRESPONDING FLOORS OF THE PREMISES COMMONLY KNOWN AS 2300-2308 SOUTH INDIANA AVENUE, CHICAGO, ILLINOIS, SUBJECT TO ALL APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO THE ORDINANCES OF THE CITY OF CHICAGO, AND THE DIRECTIONS OF THE COMMISSIONER OF STREETS AND SANITATION, THE COMMISSIONER OF BUILDINGS, THE COMMISSIONER OF TRANSPORTATION AND THE DIRECTOR OF REVENUE OF THE CITY OF CHICAGO, AND FURTHER SUBJECT TO ANY AND ALL RIGHTS OF THE ADJOINING OWNER OF THE PREMISES COMMONLY KNOWN AS 2300-2308 SOUTH INDIANA AVENUE, CHICAGO, ILLINOIS IN AND TO THE SKYBRIDGE.

PARCEL 3:

THAT PART OF LOT 2 AND THE NORTH 1/2 OF LOT 3 (EXCEPT PORTIONS TAKEN FOR MICHIGAN AVENUE) IN BLOCK 23 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST ½ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING BETWEEN THE ELEVATION 14.33 AND 31.24 FEET, BASED ON THE CITY OF CHICAGO DATUM, SITUATED WITHIN A TRACT OF LAND DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT OF LAND, THENCE SOUTH ALONG THE WEST LINE OF LOT 2 A DISTANCE OF 76.03 FEET, THENCE EAST AT THE RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.56 FEET TO THE POINT OF BEGINNING:
THENCE ALONG THE INSIDE LINE OF THE EXISTING WALLS ON THE FOLLOWING EIGHTEEN (18) COURSES:

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1. EAST 20.10 FEET;
2. SOUTH 0.21 FEET;
3. EAST 1.52 FEET;
4. NORTH 0.45 FEET;
5. EAST 15.42 FEET;
6. SOUTH 2.06 FEET;
7. WEST 9.25 FEET;
8. SOUTH 15.55 FEET;
9. WEST 6.58 FEET;
10. SOUTH 29.52 FEET;
11. WEST 1.62 FEET;
12. SOUTH 0.65 FEET;
13. WEST 18.81 FEET;
14. NORTH 2.30 FEET;
15. WEST 2.24 FEET;
16. NORTH 43.09 FEET;
17. EAST 1.55 FEET;
18. NORTH 2.01 FEET TO THE POINT OF BEGINNING.

Property Address: 2301-2315 South Michigan Avenue, Chicago, Illinois

Pins: 17-27-110-001-0000; 17-27-110-002-0000 and 17-27-110-003-0000