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THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

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Doc#: 0936439010 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/30/2009 09:55 AM Pg: 1 of 6

*(This Space for Recorder's Use Only)*

## **THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR 2915 NORTH CLYBOURN AT WELBOURN ROW CONDOMINIUM**

This Third Amendment ("Leasing Amendment") to the Declaration of Condominium Ownership for 2915 North Clybourn at Welbourn Row Condominium is made and entered into this 16<sup>th</sup> day of November, 2009 by the Board of Directors of the 2915 North Clybourn at Welbourn Row Condominium ("Board").

### WITNESSETH:

The property as described on Exhibit A, attached hereto and made a part hereof, was submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Ownership for 2915 North Clybourn at Welbourn Row Condominium, recorded in the Cook County Recorder of Deeds Office March 13, 2006, as Document No. 0607210173, as amended by that certain First Amendment to Declaration of Condominium Ownership, recorded in the Cook County Recorder of Deeds Office April 4, 2006, as Document No. 0600410081, as further amended by that certain Second Amendment to Declaration of Condominium Ownership, recorded in the Cook County Recorder of Deeds Office May 26, 2008, as Document No. 0614611015 (collectively the "Declaration"),

The Board and the Unit Owners desire to again amend the Declaration to maintain the Association as a residential condominium by limiting the leasing of Units to others as a regular practice of business, speculative, or other similar purposes; but to permit leases only subject to certain exceptions; and

Paragraph 18 of the Declaration requires that (i) the provisions of the Condominium Instrument may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification; (ii) upon approval by at least 67% of the Unit Owners signed and acknowledged by the President or Vice-President and the Secretary or Assistant Secretary; (iii) containing an affidavit by an officer of the Association certifying that at least

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67% of the Unit Owners have approved such amendment, change or modification and a copy of such amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit; and (iv) the instrument setting forth such amendment, change or modification shall be recorded.

The Leasing Amendment set forth below has been approved by 67% of the Unit Owners and a copy has been sent by certified mail to all holders of mortgages as certified by the Secretary in Exhibit B.

NOW, THEREFORE, the Declaration is amended as follows:

1. Paragraph 7 of the Declaration is amended by adding the following to and as a part of the existing paragraph:

"Subject to the exceptions set forth below, effective on the recording date of this Leasing Amendment (the "Effective Date") the number of leased Residential Units shall not exceed twelve (12) Residential Units in the Building. The Board shall maintain a list of all Residential Units that are leased and a dated list of all Residential Unit Owners wishing to lease their Residential Units. Leasing of Residential Units shall be on a first come basis, with the exception of currently leased Residential Units as detailed below.

All existing leased Residential Units for which copies of leases have been filed with the Board on the Effective Date of this Leasing Amendment shall be exempt from the terms and obligations of this Leasing Amendment. Upon the transfer of title of such leased Residential Units the exemption shall expire and the Owner shall either take possession of the Residential Unit or maintain the Residential Unit as a vacant Residential Unit.

To avoid undue hardship, the Board of Directors may, in its sole discretion, grant permission to a Residential Unit Owner to lease his or her Residential Unit once to a specified lessee for a period of not to exceed one (1) year. Upon a showing of continued hardship by the Owner, the Board may, in its sole discretion, permit an additional renewal lease of a Residential Unit for a period of one (1) year, but no longer after such renewal.

To lease a Residential Unit pursuant to a hardship exception, or obtain a lease renewal within the numerical limitation cited above, a Residential Unit Owner (or contract purchaser) must submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days by granting or denying the lease application. The Board has the sole discretion to approve all applications for leases or lease renewals, and any decisions of the Board will bind the Residential Unit Owner.

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Tenancy or leasing by a Residential Unit Owner to a Blood Relative(s) without the Residential Unit Owner occupying the Residential Unit shall be exempt from this Leasing Amendment. "Blood Relative" is defined as a parent, spouse, child (natural or adopted), grandparent, grandchild or sibling of a Unit Owner.

The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating this leasing limitation."

3. Except as expressly set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board and approving Unit Owners have duly executed this Leasing Amendment on the day and year above first written.

BOARD OF DIRECTORS OF THE 2915 NORTH  
CLYBOURN AT WELBOURN ROW



Chris Arnot



Joani DiSilvestro



Jay Frantz

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## EXHIBIT A

### LEGAL DESCRIPTION AND PINS

THE 2915 NORTH CLYBOURN AT WELBOURN ROW CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 13 (EXCEPT THE NORTH 16 FEET THEREOF), 14, 15 AND THAT PART OF LOT 16 TOGETHER WITH THAT PART OF THE VACATED ALLEY LYING ADJACENT TO LOTS 13, 14 AND 16, AFORESAID WHICH LIES SOUTHERLY OF AND ADJOINING THE SOUTH LINE OF THE NORTH 16 FEET OF LOT 13 FEET AFORESAID, PRODUCED WEST TO THE NORTHEASTERLY LINE OF SAID LOT 16 IN THE SUBDIVISION OF THAT PART LYING NORTH OF CLYBOURN AVENUE OF LOT 14 IN THE SNOW ESTATE SUBDIVISION BY THE SUPERIOR COURT IN PARTITION OF PARTS OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING SOUTHEASTERLY OF A LINE HEREINAFTER DESIGNATED LINE "B" WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 30 IN SAID SUBDIVISION THENCE SOUTH  $4^{\circ}58'17''$  EAST, ALONG THE NORTHEASTERLY LINE OF CLYBOURN AVENUE, 535.31 FEET TO THE POINT OF BEGINNING OF SAID LINE "B", THENCE NORTH  $45^{\circ}01'43''$  EAST, 88.27 FEET TO THE SOUTH LINE OF THE NORTH 16 FEET OF LOT 13, PRODUCED WEST, AFORESAID, BEING ALSO THE POINT OF TERMINUS OF SAID LINE "B", (EXCEPT THEREFROM THAT PART LYING ABOVE A HORIZONTAL PLANE OF 37.76 FEET ABOVE CHICAGO CITY DATUM AND EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART LYING ABOVE A HORIZONTAL PLANE OF 11.97 FEET ABOVE CHICAGO CITY DATUM IN THE SUBDIVISION OF THAT PART LYING NORTH OF CLYBOURN AVENUE OF LOT 14 IN SNOW ESTATES SUBDIVISION BY THE SUPERIOR IN PARTITION OF PARTS OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND FALLING WITHIN THE HORIZONTAL BOUNDARIES PROJECTED VERTICALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 15, THENCE NORTH  $44^{\circ}58'17''$  WEST ALONG THE SOUTHWESTERLY LINE OF LOT 15 AFORESAID 129.46 FEET; THENCE NORTH  $42^{\circ}20'57''$  EAST 4.47 FEET; THENCE NORTH  $47^{\circ}39'09''$  WEST 0.39 FEET; THENCE NORTH  $42^{\circ}20'57''$  EAST 8.13 FEET; THENCE NORTH  $89^{\circ}36'21''$  EAST 14.54 FEET; THENCE SOUTH  $00^{\circ}23'39''$  EAST 6.56 FEET; THENCE NORTH  $89^{\circ}36'21''$  EAST 16.66 FEET; THENCE SOUTH  $00^{\circ}23'39''$  EAST 5.16 FEET THENCE NORTH  $89^{\circ}36'21''$  EAST 10.10 FEET; THENCE NORTH  $00^{\circ}23'39''$  WEST 10.91 FEET; THENCE NORTH  $89^{\circ}36'21''$  EAST 14.69 FEET; THENCE SOUTH  $00^{\circ}23'39''$  EAST 7.16 FEET; THENCE NORTH  $89^{\circ}48'21''$  EAST 26.93 FEET TO THE EAST LINE OF SAID 15 AFORESAID; THENCE SOUTH  $00^{\circ}11'59''$  EAST ALONG SAID EAST LINE 93.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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WHICH SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0607210173, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

PINS: 14-30-119-052-1001, 14-30-119-052-1002, 14-30-119-052-1003, 14-30-119-052-1004, 14-30-119-052-1005, 14-30-119-052-1006, 14-30-119-052-1007, 14-30-119-052-1008, 14-30-119-052-1009, 14-30-119-052-1010, 14-30-119-052-1011, 14-30-119-052-1012, 14-30-119-052-1013, 14-30-119-052-1014, 14-30-119-052-1015, 14-30-119-052-1016, 14-30-119-052-1017, 14-30-119-052-1018, 14-30-119-052-1019, 14-30-119-052-1020, 14-30-119-052-1021, 14-30-119-052-1022, 14-30-119-052-1023, 14-30-119-052-1024, 14-30-119-052-1025, 14-30-119-052-1026, 14-30-119-052-1027, 14-30-119-052-1028, 14-30-119-052-1029, 14-30-119-052-1030, 14-30-119-052-1031, 14-30-119-052-1032, 14-30-119-052-1033, 14-30-119-052-1034, 14-30-119-052-1035, 14-30-119-052-1036, 14-30-119-052-1037, 14-30-119-052-1038, 14-30-119-052-1039, 14-30-119-052-1040, 14-30-119-052-1041, 14-30-119-052-1042, 14-30-119-052-1043, 14-30-119-052-1044, 14-30-119-052-1045, 14-30-119-052-1046, 14-30-119-052-1047, 14-30-119-052-1048, 14-30-119-052-1049, 14-30-119-052-1050, 14-30-119-052-1051, 14-30-119-052-1052, 14-30-119-052-1053, 14-30-119-052-1054, 14-30-119-052-1055, 14-30-119-052-1056, 14-30-119-052-1057, 14-30-119-052-1058, 14-30-119-052-1059, 14-30-119-052-1060, 14-30-119-052-1061, 14-30-119-052-1062, 14-30-119-052-1063, 14-30-119-052-1064, 14-30-119-052-1065, 14-30-119-052-1066, 14-30-119-052-1067, 14-30-119-052-1068, 14-30-119-052-1069, 14-30-119-052-1070, 14-30-119-052-1071, 14-30-119-052-1072, 14-30-119-052-1073, 14-30-119-052-1074, 14-30-119-052-1075, 14-30-119-052-1076, 14-30-119-052-1077, 14-30-119-052-1078, 14-30-119-052-1079, 14-30-119-052-1080, 14-30-119-052-1081, 14-30-119-052-1082, 14-30-119-052-1083, 14-30-119-052-1084, 14-30-119-052-1085, 14-30-119-052-1086, 14-30-119-052-1087, 14-30-119-052-1088, 14-30-119-052-1089, 14-30-119-052-1090, 14-30-119-052-1091, 14-30-119-052-1092, 14-30-119-052-1093, 14-30-119-052-1094, 14-30-119-052-1095, 14-30-119-052-1096, 14-30-119-052-1097, 14-30-119-052-1098, 14-30-119-052-1099, 14-30-119-052-1100, 14-30-119-052-1101, 14-30-119-052-1102, 14-30-119-052-1052, 14-30-119-052-1053, 14-30-119-052-1054

Commonly Known As 2915 N Clybourn, Chicago, Illinois

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## EXHIBIT B

### SECRETARY'S CERTIFICATION

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Jeani Schaffer, being first duly sworn on oath, do hereby state that:

1. I am the duly elected, qualified and acting Secretary of 2915 North Clybourn at Welbourn Row Condominium ("Association").

1. I am the keeper of the corporate records of the Association.

3. This Third Amendment to the Declaration of Condominium Ownership for 2915 North Clybourn at Welbourn Row Condominium was duly approved by Unit Owners having at least sixty-seven percent (67%) of the total votes.

4. A copy of the Third Amendment has been mailed by certified mail to all holders of mortgages against the Units at least ten (10) days prior to the date of this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

Jeani Schaffer  
\_\_\_\_\_, Secretary  
2915 North Clybourn at Welbourn Row  
Condominium

Signed and sworn to me before me  
this 16 day of Nov, 2009

Andrew Kaiser  
\_\_\_\_\_  
Notary Public

