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**2017 AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS
AND COVENANTS FOR RAVENSWOOD
GARDENS CONDOMINIUMS**

Doc# 1707316026 Fee \$62.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/14/2017 10:47 AM PG: 1 OF 13

This 2017 Amendment to Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Ravenswood Gardens Condominiums made this 7th day of Feb 2017

WITNESSETH:

WHEREAS, the real estate described on Exhibit A was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium Ownership and Easements, Restrictions and Covenants for Ravenswood Gardens Condominiums recorded on October 8, 1993 as Document No. 93807417 (as amended, the "Declaration").

WHEREAS, Section F of Article XVII of the Declaration provides that the provisions of the Declaration relating to leasing of units may be amended, changed or modified, upon approval of (1) all members of the Board, (2) at least seventy-five percent (75%) of the Unit Owners, and (3) "Eligible First Mortgagees" (as defined in the Declaration) of Units representing at least 51% of the total percentage ownership interests in the Association subject to mortgages.

WHEREAS, Section F of Article XVII of the Declaration further provides that an amendment to the Declaration shall be accomplished by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by an authorized officer of the Board and containing an affidavit by an officer of the Association certifying that (i) at least seventy-five percent (75%) of the Unit Owners have approved such amendment, change or modification, and (ii) a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit.

WHEREAS, this 2017 Amendment to Declaration has been approved by the undersigned Unit Owners, being more than seventy-five percent (75%) of the Unit Owners.

**THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:**

DAVID SUGAR
120 S. RIVERSIDE PLAZA
SUITE 1200
CHICAGO, ILLINOIS 60606

COMMON ADDRESS:

2729 W. LELAND
CHICAGO, ILLINOIS 60625

PIN: 13-13-209-059-1001 through
13-13-209-059-1011

113757172.2

CCRD REVIEW

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WHEREAS, a copy of this 2017 Amendment to Declaration has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date hereof.

WHEREAS, there are no "Eligible First Mortgagees" to whom notice of this amendment must be given or whose consent is required for this amendment to the Declaration set forth hereinbelow.

NOW THEREFORE, the Board 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. **MODIFICATION.** The first 28 words of Section P of Article XVII of the Declaration (beginning with "The Owner shall have the right" through "may deem advisable") are hereby replaced with:

Subject to the restrictions in subsections (i), (ii) and (iii) of the second paragraph of this Section P, each Owner shall have the right to lease all (but not less than all) of such Owner's Unit upon such terms and conditions as the Owner may deem advisable...

3. **MODIFICATION.** The following is hereby added to Section P of Article XVII of the Declaration immediately after the existing paragraph:

Except as permitted by subsections (i), (ii) and (iii) of this paragraph, no Unit Owner or other person in possession of a Unit may (a) enter into or renew any "Occupancy Arrangement" (as hereinafter defined) with respect to any Unit on or after February 1, 2017, or (b) allow any person who is not a Unit Owner to occupy a Unit pursuant to an Occupancy Arrangement after February 1, 2017; 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 February 1, 2017 until the first to occur of (x) the expiration of such Occupancy Arrangement, and (y) February 1, 2018. 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.

1. *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.*

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- 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 one (1) lease or other Occupancy Arrangement 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 a Unit Owner or other person in possession enters into an Occupancy Arrangement on or after February 1, 2017 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, 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.*

4. CONTINUATION. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board, with the written consent of more than seventy-five percent (75%) of the Unit Owners, has executed and delivered this 2017 Amendment to Declaration this 7th day of Feb, 2017.

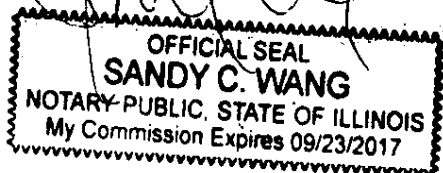
**RAVENSWOOD GARDENS
CONDOMINIUM ASSOCIATION**

By: *Dorina Roth*
Director

By: *Paul*
Director

By: *James Gorski*
Director

Suborn before me³ on 2/7/2017



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UNIT OWNER CONSENT AND APPROVAL

The undersigned Unit Owners in the Ravenswood Gardens Condominium Association do hereby approve and agree to the foregoing 2017 Amendment to Declaration.

<u>UNIT NUMBER</u>	<u>UNIT OWNER'S NAME</u>	<u>SIGNATURE</u>
1 WEST	_____	_____
1 EAST	Barbara Katz	Barbara Katz
2 WEST	Derek Peebles	[Signature]
2 EAST	_____	_____
3 WEST	James Gorski	James Gorski
3 EAST	_____	_____
1 SOUTH	_____	_____
1 NORTH	_____	_____
2 SOUTH	_____	_____
2 NORTH	_____	_____
P-1	James Gorski	James Gorski

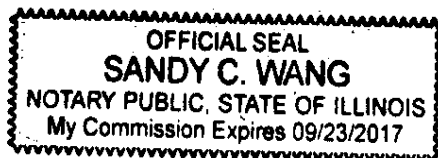
Property of Cook County Clerk's Office

4

Sworn before me on 2/17/17

[Signature]

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UNIT OWNER CONSENT AND APPROVAL

The undersigned Unit Owners in the Ravenswood Gardens Condominium Association do hereby approve and agree to the foregoing 2017 Amendment to Declaration.


UNIT NUMBER	UNIT OWNER'S NAME	SIGNATURE
1 WEST	_____	_____
1 EAST	_____	_____
2 WEST	_____	_____
2 EAST	_____	_____
3 WEST	_____	_____
3 EAST	_____	_____
1 SOUTH	_____	_____
1 NORTH	_____	_____
2 SOUTH	_____	_____
2 NORTH	Dan Turro	<i>Dan Turro</i>
P-1	_____	_____

OFFICIAL SEAL
 SANDY C. WANG
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires 09/23/2017
Sandy C. Wang 2/7/2017

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UNIT OWNER CONSENT AND APPROVAL

The undersigned Unit Owners in the Ravenswood Gardens Condominium Association do hereby approve and agree to the foregoing 2017 Amendment to Declaration.

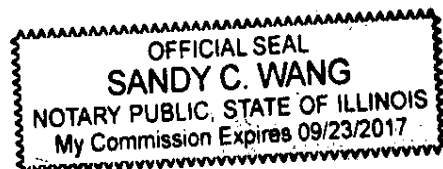
<u>UNIT NUMBER</u>	<u>UNIT OWNER'S NAME</u>	<u>SIGNATURE</u>
1 WEST	DAN PEDERSEN	
1 EAST	_____	_____
2 WEST	_____	_____
2 EAST	_____	_____
3 WEST	_____	_____
3 EAST	_____	_____
1 SOUTH	_____	_____
1 NORTH	_____	_____
2 SOUTH	_____	_____
2 NORTH	_____	_____
P-1	_____	_____

Property of Cook County Clerk's Office

Sworn before me on 2/7/2017

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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 one (1) lease or other Occupancy Arrangement 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 a Unit Owner or other person in possession enters into an Occupancy Arrangement on or after February 1, 2017 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, 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.*

4. CONTINUATION. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board, with the written consent of more than seventy-five percent (75%) of the Unit Owners, has executed and delivered this 2017 Amendment to Declaration this 2 day of Feb, 2017.

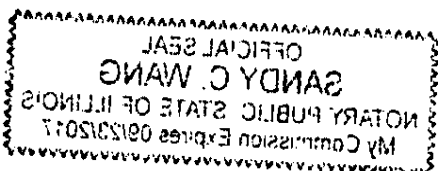
**RAVENSWOOD GARDENS
CONDOMINIUM ASSOCIATION**

By: _____
Director

By: _____
Director

By: _____
Director

113757172.2



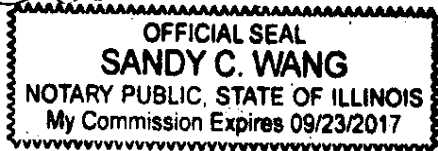
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UNIT OWNER CONSENT AND APPROVAL

The undersigned Unit Owners in the Ravenswood Gardens Condominium Association do hereby approve and agree to the foregoing 2017 Amendment to Declaration.

UNIT NUMBER	UNIT OWNER'S NAME	SIGNATURE
1 WEST	_____	_____
1 EAST	_____	_____
2 WEST	_____	_____
2 EAST	MARK OZOSKE	<i>Mark Ozoske</i>
3 WEST	_____	_____
3 EAST	_____	_____
1 SOUTH	_____	_____
1 NORTH	_____	_____
2 SOUTH	_____	_____
2 NORTH	_____	_____
P-1	_____	_____

Sworn before me on 2/11/17



[Handwritten Signature]

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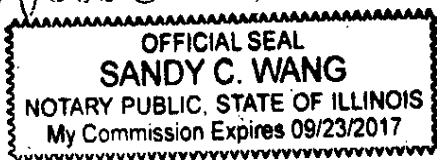
UNIT OWNER CONSENT AND APPROVAL

The undersigned Unit Owners in the Ravenswood Gardens Condominium Association do hereby approve and agree to the foregoing 2017 Amendment to Declaration.

UNIT NUMBER	UNIT OWNER'S NAME	SIGNATURE
1 WEST	_____	_____
1 EAST	_____	_____
2 WEST	_____	_____
2 EAST	_____	_____
3 WEST	_____	_____
3 EAST	<i>Alga I Delgado</i>	<i>[Signature]</i>
1 SOUTH	_____	_____
1 NORTH	_____	_____
2 SOUTH	_____	_____
2 NORTH	_____	_____
P-1	_____	_____

Witness before me

on 2/7/2017



[Signature]

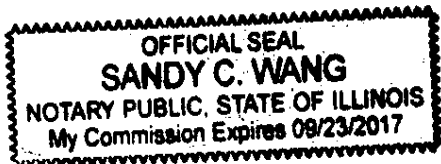
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UNIT OWNER CONSENT AND APPROVAL

The undersigned Unit Owners in the Ravenswood Gardens Condominium Association do hereby approve and agree to the foregoing 2017 Amendment to Declaration.

UNIT NUMBER	UNIT OWNER'S NAME	SIGNATURE
1 WEST	_____	_____
1 EAST	_____	_____
2 WEST	_____	_____
2 EAST	_____	_____
3 WEST	_____	_____
3 EAST	_____	_____
1 SOUTH	_____	_____
1 NORTH	_____	_____
2 SOUTH	MICHAEL L. CORSA	<i>[Signature]</i>
2 NORTH	_____	_____
P-1	_____	_____

Sworn before me on 2/7/2017



[Signature]

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, N. OROS, a Notary Public in and for said County in the State aforesaid, do hereby certify that BARBARA KATZ, JAMES GORSKI and DEREK PEEBLES appeared before me this day in person and acknowledged that they signed and delivered the above 2017 Amendment to Declaration as their free and voluntary act and as the free and voluntary act of the Ravenswood Gardens Condominium Association, for the uses and purposes therein set forth and pursuant to their authority as the Board of Directors of said association

Given under my hand and seal this 7 day of February, 2017.



[Signature]
Notary Public

My Commission expires:
03/30/2019

Proprietor of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

SECRETARY'S AFFIDAVIT

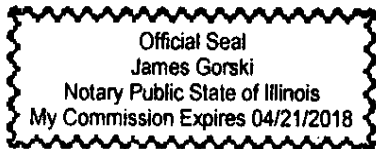
I, Derek Peebles being first duly sworn on oath, depose and state that I am the duly elected Secretary of Ravenswood Gardens Condominium Association, an Illinois not for profit corporation, and I hereby certify that the 2017 Amendment to Declaration set forth hereinabove (1) was approved by all members of the Board and approved by more than seventy-five percent (75%) of the Unit Owners, and (2) was mailed by certified mail to all mortgagees having bona fide liens of record against my Unit more than ten days prior to the date of this affidavit.

Date: March 2, 2017

Derek Peebles

SUBSCRIBED and SWORN to before me
this 2 day of March, 2017

James Gorski
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

RAVENSWOOD GARDENS CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 93807417, IN THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2737 WEST LELAND, CHICAGO, ILLINOIS

PINS: 13-13-209-059-1001 THROUGH 13-13-209-059-1011

Property of Cook County Clerk's Office