



AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR METALWORKS CONDOMINIUM

Doc# 2032606000 Fee \$68.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
EDWARD M. HOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 11/23/2020 09:16 AM PG: 1 OF 7

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws (hereafter the "Declaration") for the Metalworks Condominium (hereafter the "Association"), which Declaration was recorded on March 15, 1989 as Document Number 89113221, in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit A, which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to the provisions of Article XIII, Section 13.08 of the Declaration. Said section provides that the Declaration may be changed, modified or rescinded by an instrument in writing setting forth the change, modification or rescission, signed and acknowledged by the Board and two-thirds (2/3) of the Unit Owners, and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. Said change, modification or rescission shall be effective upon recording of this instrument with the Office of the Recorder of Deeds of Cook County, Illinois.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

Handwritten notations: S W, P 7, S X, M X, SC X, E NO, INT

This document prepared by and after recording to be returned to:

Jessica L. Ryan, Esq.
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060 — (847) 537-0500

WHEREAS, the following amendment has been signed and acknowledged by the Board of Directors; and

WHEREAS, the following amendment has been signed and acknowledged by two-thirds (2/3) of all Unit Owners, as evidenced

UNOFFICIAL COPY

by the affidavit of a Board officer, attached hereto as Exhibit B; and

WHEREAS, this instrument contains an affidavit by an officer of the Board certifying that a copy of the Amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit; and

WHEREAS, this instrument shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and shall become effective upon said recordation date; and

NOW, THEREFORE, Article VII of the Declaration shall be amended by adding a new Section 7.03 as follows:

7.03. Notwithstanding any foregoing provisions of this Declaration to the contrary, no Owner may lease out their Dwelling Unit until they have resided in the unit for a period of two (2) years and the rental or leasing of Dwelling Units is limited to a total of thirty-five percent (35%) of the Dwelling Units, effective with the recording of this Amendment. The following provisions shall apply:

a. Any Unit Owner desiring to lease their Dwelling Unit must apply to the Board for approval prior to entering into a lease agreement. If more than thirty-five percent (35%) of Dwelling Units are being leased at any one time, their name will be added to a waiting list to be maintained by the Board or the managing agent. Whenever thirty-five percent (35%) or more of the Dwelling Units at the Association are being leased, no other Dwelling Units may be leased except as set forth below in subparagraphs (c) and (h). At such time as less than thirty-five percent (35%) of the number Dwelling Units at the Association are being leased, the name on the waiting list for the longest period of time shall have the first opportunity to lease their Dwelling Unit. That Unit Owner will be given thirty (30) days to indicate whether they intend to lease their Dwelling Unit. That Unit Owner will then have an additional thirty (30) days to present a signed lease to the Board, otherwise the right to lease shall pass to the next Unit Owner on the waiting list. The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein.

b. The term "leasing of Units" includes a transaction wherein the title holder of a Unit, who does not reside therein, permits its occupancy by persons not on title, regardless of whether a formal written lease exists or if consideration is paid therefore.

c. Any Unit Owner that has a lease on file with the Board that is in force for his/her Unit, and whose Unit is occupied by a tenant, on the date of recording this Amendment is permitted to lease his or her Unit until the termination of his/her ownership of the Unit, whether by sale, assignment, or otherwise; provided, however, that this Amendment shall apply to such Unit from and after the transfer of ownership of the Unit or transfer of the beneficial interest in a trust holding legal title to the Unit. All Owners currently leasing his or her Unit must have a current lease on file with the

UNOFFICIAL COPY

Association prior to the effective date of this Amendment to qualify under this exemption.

d. If the rental cap outlined in Paragraph (a) has been reached, to meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Owner to lease his or her Unit to a tenant for a period of not more than twelve (12) months on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application ("hardship application") by the Owner to the Board, outlining any and all information that the Owner believes justifies the hardship and giving any and all reasons the Owner wishes to be considered by the Board. The Board shall review and decide whether to grant any hardship request within ten (10) days from receipt of the Owner's written request. At least thirty (30) days prior to the expiration of the initial twelve (12) month hardship lease term, the Owner may request in writing a one (1) year extension if he wishes to continue leasing and believes the hardship still exists. The Board will review the request for extension and issue its decision within ten (10) days from receipt of the Owner's written request. The Board has sole and complete discretion to approve or disapprove any Owner's application for a lease or an extension. The Board's decision shall be final and binding. Any lease approved by the Board shall be in writing and subject to the Declaration, By-Laws and Rules and Regulations (the "Governing Documents") of the Association.

e. Occupancy of a Unit by a Family Member(s) of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Family Member shall be defined as a spouse, parents, children (genetic, step or adopted), grandparents, grandchildren, siblings, nieces or nephews, or domestic partners of the Unit Owner.

f. Any Unit being leased in violation of this Amendment or any Unit Owner and/or tenant found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

g. In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

h. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

UNOFFICIAL COPY

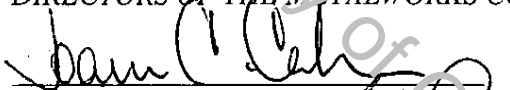
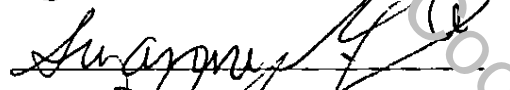

i. All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

j. The Board of Directors of the Association shall have the right to lease any Association owned Units, or any Unit which the Association has possession of pursuant to any court order, and said Units shall not be subject to this Amendment.

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 17 DAY OF DECEMBER, 2018 BY THE BOARD OF DIRECTORS OF THE METALWORKS CONDOMINIUM ASSOCIATION:

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

UNITS 101 THROUGH 208 IN METALWORKS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 25, 26, 27, 28, 29 AND 30 IN MCCLELLAND'S SUBDIVISION OF THE EAST 2.961 ACRES OF BLOCK 2 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 1 AND 2 IN MCCLELLAND'S SUBDIVISION AFORESAID, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 89113221, IN COOK COUNTY, ILLINOIS.

Unit	Pin	Commonly known as (for informational purposes only)
101	14-29-130-044-1001	2804 N LAKEWOOD AVE, #101 CHICAGO, IL 60657
103	14-29-130-044-1002	2804 N LAKEWOOD AVE, #103 CHICAGO, IL 60657
105	14-29-130-044-1003	2804 N LAKEWOOD AVE, #105 CHICAGO, IL 60657
107	14-29-130-044-1004	2804 N LAKEWOOD AVE, #107 CHICAGO, IL 60657
109	14-29-130-044-1005	2804 N LAKEWOOD AVE, #109 CHICAGO, IL 60657
111	14-29-130-044-1006	2804 N LAKEWOOD AVE, #111 CHICAGO, IL 60657
102	14-29-130-044-1007	2804 N LAKEWOOD AVE, #102 CHICAGO, IL 60657
104	14-29-130-044-1008	2804 N LAKEWOOD AVE, #104 CHICAGO, IL 60657
106	14-29-130-044-1009	2804 N LAKEWOOD AVE, #106 CHICAGO, IL 60657
108	14-29-130-044-1010	2804 N LAKEWOOD AVE, #108 CHICAGO, IL 60657
110	14-29-130-044-1011	2804 N LAKEWOOD AVE, #110 CHICAGO, IL 60657
201	14-29-130-044-1012	2804 N LAKEWOOD AVE, #201 CHICAGO, IL 60657
203	14-29-130-044-1013	2804 N LAKEWOOD AVE, #203 CHICAGO, IL 60657
205	14-29-130-044-1014	2804 N LAKEWOOD AVE, #205 CHICAGO, IL 60657
207	14-29-130-044-1015	2804 N LAKEWOOD AVE, #207 CHICAGO, IL 60657
209	14-29-130-044-1016	2804 N LAKEWOOD AVE, #209 CHICAGO, IL 60657
202	14-29-130-044-1017	2804 N LAKEWOOD AVE, #202 CHICAGO, IL 60657
204	14-29-130-044-1018	2804 N LAKEWOOD AVE, #204 CHICAGO, IL 60657
206	14-29-130-044-1019	2804 N LAKEWOOD AVE, #206 CHICAGO, IL 60657
208	14-29-130-044-1020	2804 N LAKEWOOD AVE, #208 CHICAGO, IL 60657

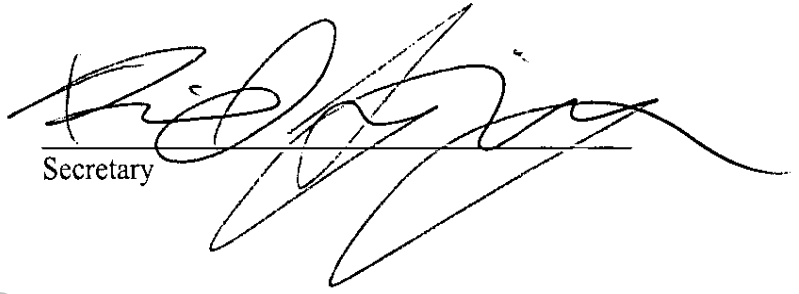
UNOFFICIAL COPY

EXHIBIT B


CERTIFICATION AS TO OWNER APPROVAL

I, David Springer do hereby certify that I am the duly elected and qualified secretary for the Metalworks Condominium Association and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Metalworks Condominium Association was duly approved by two-thirds (2/3) of the Owners, in accordance with the provisions of Article XIII, Section 13.08 of the Declaration.


Secretary

Sworn to and subscribed before me this 17 day of November, 2019

Doree Bruno
Notary Public


Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, David Springer, do hereby certify that I am the duly elected and qualified Secretary for the Metalworks Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Metalworks Condominium Association was mailed, via certified mail, to all mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this Affidavit.

[Signature]
Secretary

Sworn to and subscribed before me this, 17 day of November, 2018

[Signature]
Notary Public

