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Doc# 2322322039 Fee \$67.00

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/11/2023 03:14 PM PG: 1 OF 9

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") for the 1101 West Lake Street Condominium ("Association") which Declaration was recorded on February 1, 2006 as Document Number 0603232130 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 Article XIV of the Declaration, Section 1(b), which expressly states, after the occurrence of a transition event, this Declaration may be amended upon the approval of Unit Owners having collective percentage interest of at least seventy-five percent (75%).

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

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

Paul Ochmanek, Esq.

Kovitz Shifrin Nesbit

175 North Archer Avenue

Mundelein, IL 60060 - 847. 777. 7253

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

WHEREAS, the following amendment has been signed by the Board, and approved by a seventy-five percent (75%) of the Unit Owners at a meeting on

July 2nd, 2023, which acknowledgements and approvals are attached hereto and made a part hereof; and

RECORDING FEE

DATE 8/11/2023 COPIES 62

OK BY [Signature]

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WHEREAS, the Secretary of the Board has attested to said approval of the Unit Owners having at least seventy-five percent (75%) of the vote by execution of Exhibit B attached hereto and made a part hereof; and

WHEREAS, an affidavit is attached hereto as Exhibit C certifying that all Mortgagees have been notified by certified mail of this Amendment.

NOW, THEREFORE, the Declaration is hereby amended in accordance with the text which follows:

1. Article XXIII, of the Declaration is hereby amended to state as follows:

23.2 (i) MCK CHICAGO LLC, an Illinois limited liability company and its direct affiliates dba Osaka ("Osaka") may at its option, and as required from time to time by business demand be open to the public and conduct business until 2:00 a.m. on the First Floor Property. Osaka's extended hours shall be generally based upon weekends, holidays, events, or as business demands while in compliance with all applicable laws and requirements. Osaka will not be open to business to the public until 2:00 A.M. on a nightly basis on the First Floor Property. Moreover, if Osaka is planning to conduct one (1) or more late-night events on the First Floor Property and from time to time, Osaka shall provide the Association with at least twenty-one (21) days written notice of the event. Nothing contained herein shall be deemed to prevent Osaka from conducting back-office operations or other matters outside of the business hours specified herein (including cleaning or staffing meetings) while the restaurant is not open to the public so long as such activities are done in accordance with applicable laws and requirements.

Osaka may obtain a public place of amusement license (PPA), solely for the reason that the restaurant's planned maximum occupancy exceeds 99. The primary purpose of the Restaurant Operator's business shall be to remain a restaurant for so long as it is operating in the First Floor Property. Musical groups or performers will be no larger than 8 members, and no admission fee or minimum purchase requirements will be involved.

Restaurant and event operations will be all in accordance with applicable laws and requirements, including noise limitations. Notwithstanding the foregoing, neither the Owner nor Osaka shall utilize nor permit the First Floor Property (or any portion thereof) to be utilized or operated as a live theatre/concert hall, nightclub, dance club/public dance club, sport stadium, movie theater, bowling alley, comedy club, casino, sports book, or other gaming facility, karaoke club, billiard hall (> 2 pool tables), arcade hall (> 3 arcade games) or discotheque or anything similar.

(ii) Sale of liquor is permitted on the First Floor Property by Osaka.

23.3. Owner shall provide additional security provisions to the Association to ensure the safety of the Residential Unit Owners, Occupants, and Guests. Owner shall take reasonable steps to prevent First Floor Property employees, patrons, third parties, vendors, and guests (collectively "Guests"). from accessing and moving throughout the Association Property.

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Shared doors and items for ingress/egress between the First Floor Property and the Association do not extend to the First Floor Property Guests. The Owner, at its own expense, shall be responsible for providing this security. If Owner fails or refuses to provide this additional security, then the Association may provide at its expense, and then seek reimbursement from the Owner in the form a lien, collections, and other court remedies.

23.4 The First Floor Property and Association share an elevator which is ADA compliant. Owner shall prevent the Guests from using this elevator generally. Owner is permitted to grant Guests access to this elevator if they present a disability that requires use of the ADA elevator. Owner is liable for any damage caused to the ADA elevator by the Guest.

23.5. Owner shall provide the Association with the plans, specifications, drawings, and designs ("Plans") for the ventilation system. The Association shall engage a license vendor (architect or engineer) to review and to approve the Plans at the Owner's expense. Owner shall take all commercially reasonable efforts to minimum nuisances (noise, odor, and other) suffered to the Association, Unit Owners, Occupants, and Guests as recommended by the Association's vendor. Owner shall take additional efforts, within ten (10) days written notice from the Association, if the initial Plans are insufficient at the continued recommendation of the Association's vendor.

23.6 Owner shall tender Association with a complete set of plans and specifications for any proposed construction and any and all other reasonably requested information and materials ("Materials") to the Board and Unit Owners for review and approval prior to commencing constructions. The Materials shall include, as appropriate, the location, grade, elevations, shape dimensions, color plans, approximate costs, nature and types of materials to be used including; the sound system and equipment, waste management, restrooms, food storage and preparation areas, fire suppression system, emergency evacuation routes, and pest control. The Board and Unit Owners shall engage a third-party contractor, at Owner's cost, to evaluate the Materials, to ensure the construction and usage will not adversely affect the Association's Property.

23.7 This Amendment and Unit Owner approval for the Public Place of Amusement License ("PPA") from the City of Chicago are limited to the proposed sushi restaurant (Osaka). This Amendment and Unit Owner approval for the PPA are not extended to other businesses nor entities.

23.8. The Owner shall pay the Association three thousand dollars (\$3,000.00) per month, or thirty-six thousand (\$36,000.00) annually (prorated based upon occupancy of a tenant) for the privilege of conducted business at the Association property and in consideration of the Unit Owners approval of the PPA so long as the First Floor Property is occupied by Osaka. The Owner and Association shall negotiate the annual fee if the First Floor is occupied by a different tenant. Owner is not required to pay the Association a fee if the First Floor is vacant. The Association Board shall use at least three-quarters (3/4) of these funds towards the Association residential property.



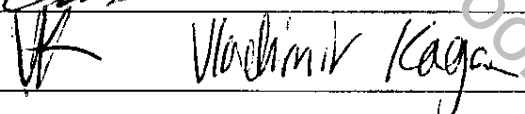
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23.9 Additionally, the Owner shall cover the costs of the elevator modernization project in full concerning the main passenger elevator. (Meaning, the Owner's Share and the Association or Unit Owners' share).


23.10 The Owner shall attempt to separately meter the water meter and other utilities, so they are no longer tied to the Association. If the Owner is unable to obtain separate utility meters, then it shall cover the difference in the any shared expenses between the average of the last twelve (12) of Association invoices prior to construction on the First Floor Property.

BY THE BOARD MEMBERS OF THE 1101 W. LAKE STREET CONDOMINIUM ASSOCIATION, THIS 2nd, DAY OF July, 2023

BOARD MEMBER SIGNATURES:

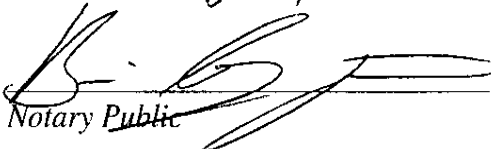
 David Mordkovitch
 Oren Richland
 Vladimir Kaga

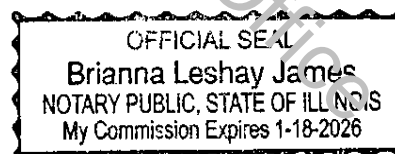
ATTEST:

By:  - Vladimir Kaga
 Its Secretary

Sworn to and subscribed before me this

27th day of July, 2023


 Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 AND 2 IN HAYES AND SHELBY'S SUBDIVISION OF BLOCK 30 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

EXPECTING THEREFROM THAT PART OF FORMER UNIT 1 DESCRIBED AS FOLLOWS:

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 17.14 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 30.91 FEET ABOVE CHICAGO CITY DATUM LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 1 AND 2 IN HAYES AND SHELBY'S SUBDIVISION OF BLOCK 30 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, BEING ALSO THE NORTHWEST CORNER OF A SIX STORY BRICK BUILDING COMMONLY KNOWN AS 1101-09 WEST LAKE STREET IN CHICAGO: THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, BEING ALSO ALONG THE EXTERIOR FACE OF SAID BUILDING, A DISTANCE OF 1.80 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.09 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF SAID BUILDING, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES: EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.96 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12.39; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.47 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 14.63 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 6.97 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.48 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.28 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 6.76 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 37.53; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 51.92 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 19.14 FEET TO A BEND IN THE WALL; NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 169 DEGREES 44 MINUTES 08 SECONDS MEASURED COUNTER-CLOCKWISE, EAST TO NORTHWESTERLY FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 13.72; NORTH ALONG A LINE MAKING AN ANGLE OF 100 DEGREES 15 MINUTES 52 SECONDS MEASURED COUNTER-CLOCKWISE, SOUTHEASTERLY TO NORTH FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 15.04 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.41 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.90 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.00 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 47.00 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.92 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 11.20 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.52 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.80 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.40 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.05 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12.50 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.61 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 25.08 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 31.62 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.85 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.13 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.85 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 57.40 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS:
PERMANENT INDEX NUMBER:

1101-09 West Lake Street, Chicago, IL 60607
17-08-428-004-0000

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UNIT	PIN
2	17-08-428-026-1002
3A	17-08-428-026-1001
3B	17-08-428-026-1011
3C	17-08-428-026-1012
3D	17-08-428-026-1013
3E	17-08-428-026-1014
4	17-08-428-026-1004
5A	17-08-428-026-1007
5B/C	17-08-428-026-1008
5D	17-08-428-026-1009
5E	17-08-428-026-1010
6	17-08-428-026-1006

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT B

CERTIFICATION AS TO OWNER APPROVAL

I, Vladimir Kagan, do hereby certify that I am the duly elected and qualified secretary for the 1101 West Lake Street Condominium 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 1101 West Lake Street Condominium was duly approved and acknowledged by at least seventy-five percent (75%) of the Unit Owners at a meeting held on July 2nd, 2023, in accordance with the provisions of Article XIV of the Declaration, 1(b), of the Declaration, acknowledged and evidence by their signatures below.

VK - Vladimir Kagan

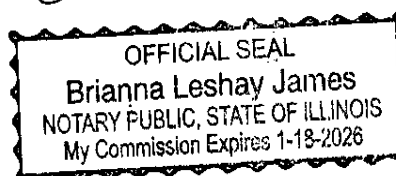
Secretary

UNIT OWNER SIGNATURES:

1. DMA
David M Tabriz (Jul 25, 2023 07:51 EDT)
2. W/A
Charlin Witkowski (Jul 25, 2023 09:06 CDT)
3. JS
Josh Secrest (Jul 25, 2023 09:55 CDT)
4. Austin Schroeder
Austin Schroeder (Jul 25, 2023 09:32 CDT)
5. Jesse Spencer
Jesse Spencer (Jul 25, 2023 10:51 EDT)
6. James Ambrescia
James Ambrescia (Jul 25, 2023 12:34 CDT)
7. Kali Woodruff Carr
Kali Woodruff Carr (Jul 25, 2023 15:32 EDT)
8. OR
Oren Richland (Jul 26, 2023 08:04 EDT)
9. VK - Vladimir Kagan
10. _____
11. _____
12. _____

Sworn to and subscribed before me this 27th day of July, 2023

Brianna Leshay James
Notary Public



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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Vladimir Kagan, do hereby certify that I am the duly elected and qualified Secretary for the 1101 West Lake Street Condominium and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Third Amendment to the Declaration for the 1101 West Lake Street Condominium was mailed to all Mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

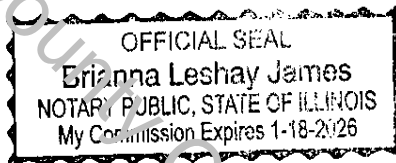
VK - Vladimir Kagan

Secretary

Sworn to and subscribed before me this

27th day of July, 2023

R. Leshay James
Notary Public



UNOFFICIAL COPY**AFFIDAVIT FOR CLERK'S LABELING OF SIGNATURES AS COPIES****REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013**

Paul Schmanek, being duly sworn, state that I have access to the copies of the attached
 (print name above)

document(s), for which I am listing the type(s) of document(s) below:

Declaration Amendment
 (print document types on the above line)

which were originally executed by the following parties whose names are listed below:

Board Members
 (print name(s) of executor/grantor)

Unit Owner
 (print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

attorney for the Association
 (print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

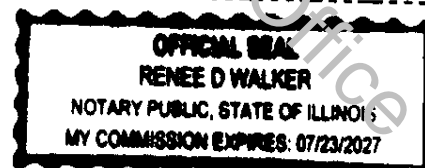
Paul Schmanek
 Affiant's Signature Above

8-8-23
 Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

August 8, 2023
 Date Document Subscribed & Sworn Before Me

Renee D. Walker
 Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the Cook County Clerk's Office, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverage. However, this affidavit is NOT required to be recorded, only presented to the Clerk's Office as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the Clerk's Office prior to its recording.