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**2017 AMENDMENT TO  
AMENDED, CONSOLI-  
DATED AND RESTATED  
DECLARATION OF  
CONDOMINIUM  
OWNERSHIP FOR  
MALIBU CONDOMINIUM  
ASSOCIATION**

Doc# 1726819021 Fee \$48.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/25/2017 11:28 AM PG: 1 OF 6

*(This amendment does not change percentage ownership interests)*

This 2017 Amendment to the Amended, Consolidated and Restated Declaration of Condominium Ownership for Malibu Condominium Association:

WITNESSETH:

WHEREAS, the real estate described on Exhibit 1 hereto and commonly known as 6007 N. Sheridan Road, Chicago, Illinois, was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Malibu Condominium recorded on May 15, 1967 as Document No. 20136687 in the Office of the Cook County Recorder of Deeds (as subsequently amended, consolidated and restated, the "Declaration").

WHEREAS, Section 7 of Article XII of the Declaration provides that the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, the Owners having at least 3/4ths of the total vote 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 of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit.

WHEREAS, this Amendment to the Declaration is signed and acknowledged by all of the members of the Board, was duly approved by the owners of units representing 76.15% of the total percentage ownership interests in the Association at a special meeting of unit owners held on August 11, 2017, and contains an affidavit by an officer of the Association certifying that (1) the owners of units representing more than 3/4ths of the total vote (that is, the total percentage ownership interests in the Association) duly approved this Amendment to Declaration at a special meeting of unit owners held on August 11, 2017, and (ii) that a copy of this Amendment was 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.

THIS INSTRUMENT WAS PREPARED BY AND  
AFTER RECORDING RETURN TO:

DAVID SUGAR  
SAUL EWING ARNSTEIN & LEHR LLP  
161 N. CLARK STREET, SUITE 4200  
CHICAGO, IL 60601

COMMON ADDRESS  
6007 N. Sheridan Road  
Chicago, Illinois 60660

PINs: 14-05-215-015-1001 through  
14-05-215-015-1356

JA

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NOW, THEREFORE, the Board of Directors of Malibu Condominium Association does hereby amend the Declaration as follows:

1. Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.
2. Article VIII of the Declaration is hereby amended to add the following Section 11 immediately after Section 10:

**11. Restrictions on Leasing of Units.** *Effective September 1, 2017, subject to the provisions of Sections 1, 6, 7 and 10 of this Article VIII and except as otherwise provided in this Section 11, no Unit Owner may enter into or renew any "Occupancy Arrangement" (as hereinafter defined) with respect to any Unit, or allow any person who is not a Unit Owner to occupy a Unit pursuant to a lease, sublease or other Occupancy Arrangement; provided, however, that the Owner of a Unit on September 1, 2017 (a "Grandfathered Unit Owner") may enter into or renew Occupancy Arrangements with respect to his or her Unit after September 1, 2017 and may allow persons who are not Unit Owners to occupy that Unit after September 1, 2017 pursuant to Occupancy Arrangements, for as long as that Grandfathered Unit Owner remains the Owner of that Unit. As used herein, "Occupancy Arrangement" means a lease, sublease or other agreement or arrangement, whether written or oral, whereby a Unit Owner authorizes a non-Unit Owner 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 and such non-Unit Owner third-party.*

**Exception - Less Than 15% of Units Rented.** *Any Unit Owner may enter into an Occupancy Arrangement for a Unit upon receipt of the Board's written confirmation that the total number of Units then subject to Occupancy Arrangements is less than Fifteen Percent (15%) of all of the Units in the Association.*

**Exception – Hardship Situation.** *Any Unit Owner may, upon receipt of the Board's prior written approval, enter into one Occupancy Arrangement with respect to a Unit for a period not to exceed one year if the existence of a hardship situation is demonstrated to the reasonable satisfaction of the Association's Board of Directors. In the case of a continuing hardship situation, the Board may authorize a Unit Owner to enter into a second Occupancy Arrangement with respect to a Unit for a period not to exceed one additional year.*

**Exception – Unit Owned By or In Possession of the Association.** *The Association may enter into Occupancy Arrangements with respect to any Unit of which the Association is the Unit Owner or party in possession.*

*For purposes of this Section 11 only, a Grandfathered Unit Owner will be deemed to continue to be a Grandfathered Unit Owner of a Unit notwithstanding any of the following transfers: (a) a Grandfathered Unit Owner's transfer of a Unit to living trust or similar estate planning trust, for as long as the Grandfathered Unit Owner is alive and acting as the trustee under that trust; or (b) a Grandfathered Unit*

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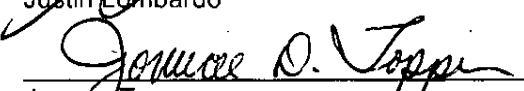
**Owner's transfer of a Unit to a land trust or other asset protection trust, for as long as the Grandfathered Unit Owner is alive and the sole or majority beneficial owner of that trust.**


3. Except as expressly modified herein, all terms and conditions of the Declaration shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Board of Directors of Malibu Condominium Association has caused this Amendment to be executed and delivered as of this 17 day of September, 2017.

MALIBU CONDOMINIUM ASSOCIATION

  
Justin Lombardo


  
Jonnae Topper

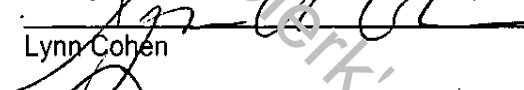
  
Michelle Companik

  
Michael Tiefenthaler

  
Nirmalva (Shanku) Ghosh

  
William Voukiana

  
Lynn Cohen

  
Jens Hussey

Constituting and being all of the members of  
its Board of Directors

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Nicole Furczyk Notary Public in and for the County and State aforesaid, do hereby certify that Justin Lombardo, Jonnae Topper, Michelle Companik, Michael Tiefenthaler, Nirmalya (Shanku) Ghosh, William Youkhana, Lynn Cohen and Jens Hussey, all personally known to me to be the same persons whose names are subscribed to the foregoing instrument as members of the Board of Directors of Malibu Condominium Association, an Illinois not for profit corporation, appeared before me this day in person and acknowledged that they each signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of September, 2017.



Notary Public



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## OFFICER'S AFFIDAVIT

I, Justin J. Lombardo being first duly sworn on oath, depose and state that I am a duly elected officer of Malibu Condominium Association, and I hereby certify that (1) the owners of units representing more than 3/4ths of the total vote (that is, the total percentage ownership interests in the Association) duly approved this Amendment to Declaration at a special meeting of unit owners held on August 11, 2017, and (ii) that a copy of this Amendment was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, more than ten (10) days prior to the date of this affidavit.

Date: September 17, 2017



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Nicole Forczyk a Notary Public in and for the County and State aforesaid, do hereby certify that Justin Lombardo as an officer of Malibu Condominium Association, an Illinois not for profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the foregoing instrument as his/her own free and voluntary act and as the free and voluntary act of Malibu Condominium Association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17 day of September, 2017.

  
Notary Public

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## Exhibit 1 (Legal Description)

Lots 6, 7, 8 and 9 (except the West 14 feet of said Lots) in Block 16; also all that land lying East of and adjoining said Lots 6, 7, 8, and 9 and lying Westerly of the West boundary line of Lincoln Park as shown on the plat by the Commissioners of Lincoln Park as filed for record in Recorder's Office of Deeds of Cook County, Illinois, on July 16, 1931, as Document No. 10938695, all in Cochran's Second Addition to Edgewater, being a subdivision in the East fractional half of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

Commonly Known As: 6007 North Sheridan Road, Chicago, Illinois 60660

Permanent Index Numbers: 14-05-215-015-1001 through  
14-05-215-015-1356

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