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Cook County Recorder 33.00



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**FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,  
RESTRICTIONS AND COVENANTS FOR  
THE 5123-25 NORTH WINTHROP CONDOMINIUM**

This First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The 5123-25 North Winthrop Condominium, made and entered into this 18TH day of JANUARY, 2001, by the Board of Directors of The 5123-25 North Winthrop Condominium Association (the "Board").

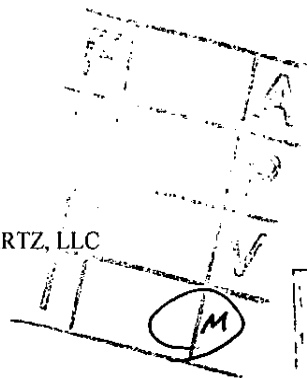
WITNESSETH

The Board administers the Condominium property located in the City of Chicago, County of Cook, State of Illinois, legally described on Exhibit A attached hereto and made a part hereof;

The property was submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The 5123-25 North Winthrop Condominium, recorded in the Cook County Recorder of Deed's Office as Document No. 08004756 (the "Declaration");

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURNED TO:

DONNA J. RICHMAN ✓  
LEVENFELD PEARLSTEIN GLASSBERG  
TUCHMAN BRIGHT GOLDSTEIN & SCHWARTZ, LLC  
33 WEST MONROE STREET, 21<sup>ST</sup> FLOOR  
CHICAGO, ILLINOIS 60603



RECORDING FEE 33.00  
DATE 2/23/01 SERIES L  
GROSS 33.00

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The Board and the Unit Owners desire to amend the Declaration to maintain the Association as a residential condominium by prohibiting, prospectively, the leasing of units to others as a regular practice of business, speculative, or other similar purposes; but to permit leases only for hardship exceptions; and

Article Nine, Paragraphs 9.01(a) and (c) of the Declaration require that (i) the provisions of the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change modification or rescission; (ii) signed and acknowledged by the Board; (iii) containing an Affidavit by the Secretary of the Board certifying that Unit Owners having at least two-thirds (2/3) of the total votes have approved the Amendment at a meeting duly called for such purpose; (iv) all lien holders of record have been given notice of such change, modification or rescission; (v) the Secretary's Affidavit further certifies to such mailing not less than ten (10) days prior to the date of the mailing; and (vi) the Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois; and

The Amendment set forth below has been approved by Unit Owners having, in the aggregate, at least sixty-seven percent (67%) of the total vote, at a meeting called for that purpose and all lien holders of record have been given notice of the Amendment pursuant to the Secretarial Certification attached hereto, made a part hereof, and marked as Exhibit B.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Paragraph 3.09(a) is deleted in its entirety and the following is inserted in its stead:

"3.09 (a) GENERAL. Subject to the provisions of Section 3.09(b) below, each Unit Owner shall at all times be free to sell, give, transfer or otherwise convey fee simple title to the Unit Ownership owned by him. Upon the sale, lease, devise, gift or other transfer or conveyance of any Unit by a Unit Owner, the purchaser,

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lessee, devisee, donee or transferee thereof shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in the Condominium Instruments, and in the case of a lease, said lease shall expressly so provide. A Unit Owner making any such lease shall not be relieved thereby from any of his obligations under the Condominium Instruments. A Unit Owner may have the right to lease, subject to the following subparagraphs, all (but not less than all) of his Unit for the purposes for which it was designed and intended, upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be used or leased for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days, or for an initial term of less than one (1) year. A lease of a Unit shall be in writing and shall provide that the lease shall be subject to the terms of the Condominium Instruments, and that any failure of lessee to comply with the terms of the Condominium Instruments shall be a default under the lease.

(i) In order to prevent transiency and to preserve the residential character of the Association, any Unit Owner shall occupy and use such Unit as a private dwelling. Effective on the recording date of this Amendment, therefore, the leasing of residential Units to others for business, speculative or investment purposes is not permitted, subject to the provisions of subsections (ii) through (v) below.

(ii) To avoid undue hardship, the Board of Directors may grant permission to a Unit Owner to lease his or her residential unit once to a specified lessee for a period of not less than one (1) year and not more than two (2) years; unless upon a showing of continuing hardship by the Owner, the Board may permit additional or renewal leases of such Owner's Unit for periods of one (1) year each.

(iii) To lease a residential Unit or obtain any lease extension, a Unit Owner shall submit a written application to the Board. The application must contain facts showing an undue hardship to justify the lease or lease extension. The Board shall respond to each application within thirty (30) days by granting or denying the application subject to the provisions of Subsection (ii) above.

(iv) As of the recording date of this Amendment, any Unit Owner whose Unit is being leased subject to a written lease agreement previously submitted to the Board of Directors or the managing agent shall be permitted to continue leasing the Owner's Unit until the termination date stated in said lease agreement, unless said lease agreement is terminated by either party thereto prior to the expiration of its stated term.


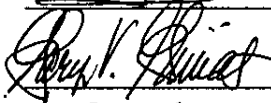
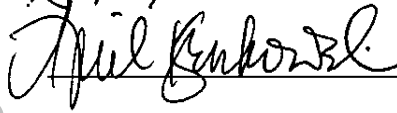
(v) Parking Units may be leased to any Unit Owner or occupant of a residential Unit, without demonstration of hardship, upon the prior written approval of the Board."

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2. Except as provided herein, all provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board has duly executed this Amendment on the day and year first above written.

BOARD OF DIRECTORS OF  
THE 5123-25 NORTH WINTHROP  
CONDOMINIUM ASSOCIATION

 DALIAH MEHDI, PRESIDENT  
 GARY V. GINIAT, TREASURER  
 APRIL KRUKOWSKI, SECRETARY

33300\33391\1<sup>ST</sup> AMENDMENT.DOC

Property of Cook County Clerk's Office

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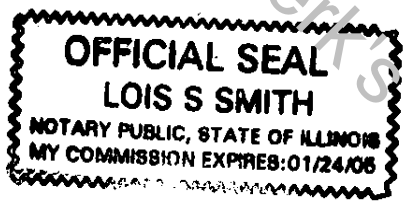
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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, Lois Smith, a Notary Public in and for the County and State aforesaid,  
DO HEREBY CERTIFY THAT Dalish Mehdi, Gary Giniat and  
April Krukowski, personally known to me to be the same persons whose names are  
subscribed to the foregoing First Amendment to the Declaration of Condominium Ownership  
and of Easements, Restrictions and Covenants for The 5123-25 North Winthrop  
Condominium as the Board of Directors of The 5123-25 North Winthrop Condominium  
Association, appeared before me this day in person and acknowledged that they signed and  
delivered said Amendment as their free and voluntary act and as the free and voluntary act of  
The 5123-25 North Winthrop Condominium Association for the uses and purposes set forth  
therein.

Given under my hand and notarial seal this 20<sup>th</sup> day of January, 2008.

Lois S Smith  
\_\_\_\_\_  
Notary Public



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UNITS GDN, 1F, 2F, 3F, 1R, 2R, 3R, G1, G2, G3 and G4 IN THE 5123-25 NORTH WINTHROP CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE SOUTH ½ OF LOT 2 AND LOT 3 (EXCEPT THE SOUTH 31 FEET THEREOF) IN BLOCK 2 IN ARGYLE SUBDIVISION OF LOTS 1 AND 2 OF FUSSEY AND FENNIMORE'S SUBDIVISION OF THE SOUTH EAST FRACTIONAL ¼ OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN OF LOT 3 IN SAID FUSSEY AND FENNIMORE'S SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO 08004756, COMMONLY KNOWN AS: 5123-25 N. WINTHROP, CHICAGO, IL 60640

PINS:

- 14-08-401-018-1001
- 14-08-401-018-1002
- 14-08-401-018-1003
- 14-08-401-018-1004
- 14-08-401-018-1005
- 14-08-401-018-1006
- 14-08-401-018-1007
- 14-08-401-018-1008
- 14-08-401-018-1009
- 14-08-401-018-1010
- 14-08-401-018-1011

**EXHIBIT A**

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

**SECRETARY CERTIFICATION**

I, April Krukowski, being first duly sworn on oath, do hereby state that:

1. I am the duly elected, qualified and acting Secretary of The 5123-25 North Winthrop Condominium Association.
2. I am the keeper of the corporate records of such Association.
3. On the 18<sup>th</sup> day of January, 2000, at a meeting of Unit Owners, duly noticed, a resolution setting forth the First Amendment to the Declaration for The 5123-25 North Winthrop Condominium was duly adopted by the affirmative vote of not less than sixty-seven percent (67%) of the Owners.
4. All lien holders of record have been notified by certified mail of this First Amendment not less than ten (10) days prior to the date hereof.

FURTHER AFFIANT SAYETH NOT.

April Krukowski, Secretary  
The 5123-25 North Winthrop  
Condominium Association

Signed and sworn to me before me  
this 19<sup>th</sup> day of February, 2000

Lois S Smith  
Notary Public

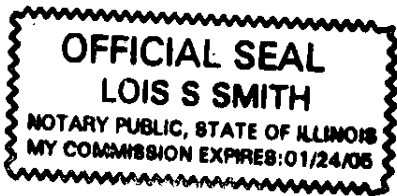


EXHIBIT B

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