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**AMENDMENT TO
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS,
RESTRICTIONS AND
COVENANTS FOR
THE FARRAGUT
GARDENS V
CONDOMINIUM
A/K/A LINDEN
GROVE V
CONDOMINIUM
ASSOCIATION**



Doc#: 0606631087 Fee: \$48.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/07/2006 02:37 PM Pg: 1 of 13

For use by Recorder's Office only

This Amendment to Declaration made and entered into the 1st day March, 2006, is an amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Farragut Gardens V Condominium a/k/a/ Linden Grove V Condominium Association (hereinafter referred to as "Declaration") recorded as Document No. 25453403.

WITNESSETH:

WHEREAS, the Board of Directors and members of Farragut Gardens V Condominium a/k/a Linden Grove V Condominium Association (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Section 21 of the Declaration, the Declaration may be amended by an instrument executed by the owners having at least eighty percent (80%) of the total votes and all lien holders having bona fide liens of records. Any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

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

ROBERT B. KOGEN
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 – 847/537-0500

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WHEREAS, said instrument has been executed by owners having at least 80% of the total vote; and

WHEREAS, the Amendment has been approved by all Mortgagees.

NOW, THEREFORE, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as underlined and deletions to text are shown as a ~~strikeout~~):

1. Section 18 of the Declaration shall be amended by deleting certain words and adding the following paragraphs to the end of the Section:

18. Sale or Lease by a Unit Owner - First Option to Association. If any Unit Owner ~~other than the Trustee~~ shall desire at any time to sell or lease his Unit (which Unit, together with his respective percentage of ownership interest in the Common Elements is herein sometimes referred to "Unit Ownership"), he shall first give the Board at least thirty (30) days prior written notice of the proposed sale ~~or lease~~, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. The Board shall have the right of first option with respect to any sale ~~or lease~~ by any Unit Owner as provided herein. During the period of thirty (30) days following the receipt by the Board of such written notice, the Board shall have the first right at its option to purchase ~~or lease~~ such Unit Ownership upon the same terms as the proposed sale ~~or lease~~ described in such notice.

If the Board shall gave written notice to such Unit Owner within said thirty (30) day period that it has elected not to exercise such option, or if the Board shall fail to give written notice to such Unit Owner within said thirty (30) day period that it does or does not elect to purchase ~~or lease~~ such Unit Ownership upon the same terms as herein provided, then, such Unit Owner may proceed to close said proposed sale ~~or lease~~

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transaction at any time within the next ninety (90) days thereafter; and if he fails to close said proposed sale ~~or lease~~ transaction within said ninety (90) days, his Unit Ownership shall again become subject to the Board's right of first option as herein provided.

If the Board shall give written notice to such Unit Owner within said thirty (30) day period of its election to purchase ~~or lease~~ such Unit: Ownership upon the same terms as the proposed sale ~~or lease~~ described in said written notice to the Board, then such purchase ~~or lease~~ by the Board shall be closed upon the same terms as such proposed sale ~~or lease~~.

The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices. The Board shall have the authority to elect not to exercise such option and to give written notice of such election. A certificate executed by the president or secretary of the Board, certifying that the Board has elected not to exercise such option to purchase ~~or lease~~ such Unit Ownership upon the terms of such proposed sale ~~or lease~~, shall be conclusive evidence of such election by the Board and of the compliance with the provisions hereof by the Unit Owner proposing to make such proposed sale ~~or lease~~. Such certificate shall be furnished to such Unit Owner upon his compliance with the provisions hereof.

If the Board shall adopt a resolution recommending that it shall exercise its option to purchase ~~or lease~~ such Unit Ownership upon the terms of such proposed sale ~~or lease~~, the Board shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If Unit Owners, owning not less than 80% in the aggregate of the total ownership interest in the Common Elements, by affirmative vote at such meeting, elect to exercise such option to make such purchase ~~or lease~~, then the Board shall promptly give written

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notice of such election as herein provided. In such event, such purchase or lease by the Board shall be closed or consummated and, for such purpose, the Board shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among the respective Unit owners, and to make such other arrangements, as the Board may deem desirable in order to close and consummate such purchase or lease of such Unit Ownership by the Board.

If the Board shall make any such purchase or lease of a Unit Ownership as herein provided, the Board shall have the authority at any time thereafter to sell or sublease such Unit Ownership upon such terms as the Board shall deem desirable, without complying with the foregoing provisions relating to the Board's right of first option, and all of the net proceeds or deficit therefrom shall be applied among all of the Unit Owners in accordance with their respective percentage of interest in the Common Elements.

~~If a proposed lease of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such Unit Owner to the Board and the lessee thereunder 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 this Declaration and the By Laws, and the lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall again apply to such Unit Ownership.~~

The provisions hereof with respect to the Board's right of first option shall not apply to sales or leases made by the Trustee, nor as between co-owners of the same Unit, nor to a gift or devise of a Unit or part hereof, nor to a sale pursuant to a decree

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entered in any mortgage foreclosure action, nor to a conveyance by a Unit Owner to a mortgage encumbrancer in lieu of foreclosure, nor to a decree of sale entered in any action brought pursuant to the terms of this Declaration.

If any sale or lease of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale or lease shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith.

The foregoing provisions with respect to the Board's be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time not inconsistent with the foregoing provisions, for the purpose of implementing any effectuating the foregoing provisions.

The Board shall have the power and authority to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the right of first option as to any proposed sale or lease shall consent or approval of the Unit Owners owning not less than 80% in the aggregate of the total ownership interest in the Common Elements. All of the net proceeds or deficits therefrom shall be allocated among the Unit owners in accordance with their respective percentage of interest in the Common Elements.

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For the purposes of this paragraph 18, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit Ownership, and the term "Unit ownership" shall include the beneficial interest, shares or partnership interest, as the case may be, held by such Owner.

Leasing of Units. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the premises. Unit owners are prohibited from leasing their units. All units must be owner-occupied. Any unit owners leasing their units and having a current lease on file with the Association as of the effective date of this amendment may continue to lease their unit for the term of the current lease. Once the current lease expires, the new owner must come into compliance with this Amendment and the unit must be owner-occupied. Any owner leasing their unit must have a copy of the lease on file with the Association as of the effective date of this Amendment or they will be prohibited from leasing.

(1) This restriction shall not apply to the leasing of a unit to a blood relative. A blood relative shall be defined as parent(s), grandparent(s), children (natural or adopted), brother(s) and/or sister(s), grandchildren, nieces and/or nephews. The Board reserves the right to request proof of the relationship. The Board's decision shall be final and binding.

(2) Any Unit Owner may apply for a one year hardship waiver of enforceability of this policy. The Unit Owner must submit a request, in writing, to the Board of Directors, requesting a hardship waiver, setting forth all reasons why they are entitled to same. The Board may grant a hardship waiver on a

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year-to-year basis. Failure to abide by all rules and regulations of the Association may result in revocation of hardship status. If an Owner is granted a hardship and requires additional time, the application must be submitted for Board approval.

(3) The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.

(4) Any Unit being leased out in violation of this Amendment or any Unit Owner 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.

(5) 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 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

(6) 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.

(7) 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.

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(8) 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, pursuant to any court order, and said units shall not be subject to this amendment.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

This Amendment is executed by an instrument in writing, signed and acknowledged by the Board of Directors and the Owners having at least eighty percent (80%) of the total votes of the Association and the signatories hereby warrant that they possess full power and authority to execute this instrument.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**EXHIBIT A

UNIT NUMBERS 2437-1A, 2437-2A, 2437-3A, 2437-1B, 2437-2B, 2437-3B, 2437-G, 2439-1A, 2439-2A, 2439-3A, 2439-1B, 2439-2B, 2439-3B, 2441-1A, 2441-2A, 2441-3A, 2441-1B, 2441-2B, 2441-3B, 2441-G IN FARRAGUT GARDENS V CONDOMINIUM IS DELINEATED ON A SURVEY FO THE FOLLOWING DESCRIBED REAL ESTATE: LOT 11 IN GREENHOFF'S RESUBDIVISION OF BERWYN-WESTERN SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25453403 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE OF INTERESTS IN THE COMMON ELEMENTS.

<u>Percentage of Ownership</u>	<u>Parcel Identification Number</u>	<u>Address</u>
5.00	13-12-233-035-1001	2437 W. Farragut Avenue, Unit 1A
5.00	13-12-233-035-1002	2437 W. Farragut Avenue, Unit 2A
5.00	13-12-233-035-1003	2437 W. Farragut Avenue, Unit 3A
5.00	13-12-233-035-1004	2437 W. Farragut Avenue, Unit 1B
5.00	13-12-233-035-1005	2437 W. Farragut Avenue, Unit 2B
5.00	13-12-233-035-1006	2437 W. Farragut Avenue, Unit 3B
5.00	13-12-233-035-1007	2437 W. Farragut Avenue, Unit G
5.00	13-12-233-035-1008	2439 W. Farragut Avenue, Unit 1A
5.00	13-12-233-035-1009	2439 W. Farragut Avenue, Unit 2A
5.00	13-12-233-035-1010	2439 W. Farragut Avenue, Unit 3A
5.00	13-12-233-035-1011	2439 W. Farragut Avenue, Unit 1B
5.00	13-12-233-035-1012	2439 W. Farragut Avenue, Unit 2B
5.00	13-12-233-035-1013	2439 W. Farragut Avenue, Unit 3B
5.00	13-12-233-035-1014	2441 W. Farragut Avenue, Unit 1A
5.00	13-12-233-035-1015	2441 W. Farragut Avenue, Unit 2A
5.00	13-12-233-035-1016	2441 W. Farragut Avenue, Unit 3A
5.00	13-12-233-035-1017	2441 W. Farragut Avenue, Unit 1B
5.00	13-12-233-035-1018	2441 W. Farragut Avenue, Unit 2B
5.00	13-12-233-035-1019	2441 W. Farragut Avenue, Unit 3B
5.00	13-12-233-035-1020	2441 W. Farragut Avenue, Unit G

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EXHIBIT B

AFFIDAVIT OF MAILING

I, Adriana H. Adams, state that I am the Secretary of the Board of Directors of the Farragut Garden V Condominium a/k/a Linden Grove V Condominium Association, and hereby certify that the foregoing Amendment was mailed to mortgagees having bona fide liens of record against any unit ownership at least ten days prior to the date of this affidavit.

Dated: 2-1, 2005.

By: Adriana H. Adams
Secretary

Property of Cook County Clerk's Office

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PETITION TO APPROVE AMENDING THE DECLARATION FOR FARRAGUT GARDENS V CONDOMINIUM A/K/A LINDEN GROVE V CONDOMINIUM ASSOCIATION

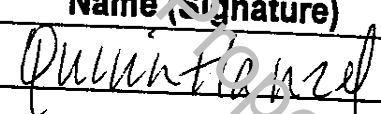
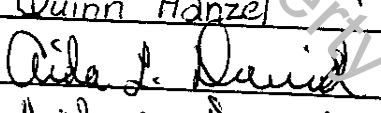
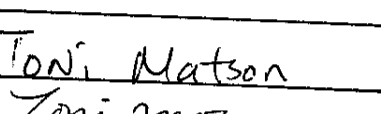
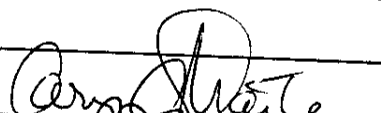
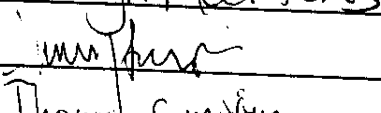
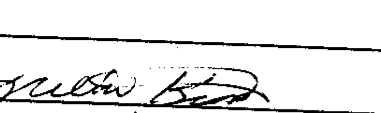
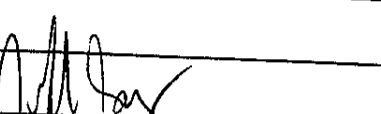
We, the undersigned, do hereby approve the amendment to the Declaration of the Farragut Gardens V Condominium a/k/a Linden Grove V Condominium Association, specifically regarding the leasing of units, as attached hereto.

	Name (Signature)	Address	Name of Address of Mortgagee
2437-1B	Ronald Guichard Jr.	2437 W. Farragut #1B	EMC Mortgage Corp. P.O. Box 141358
	Ronald E. Guichard, Jr.	Chicago, IL 60625	Irvine, TX 75014-1358 Peoples Choice Home Loan, Inc. P.O. Box 52678 Irvine, CA 92619
2439-1A	Jose & Mayra Sanchez	2439 W. Farragut #1A	ABN Amro
	Jose Sanchez	Chicago, IL 60625	
2441-3A	Kathleen A. DeBo	2441 W. Farragut #3A	Citi Mortgage, Inc.
	Kathleen A. DeBo	Chicago, IL 60625	P.O. Box 9442 Garthtersburg, MD 20898-9442
2441-1B	Eladio & Carolina Herrera	2441 W. Farragut #1B	Citi Mortgage, Inc.
	Eladio Herrera	Chicago, IL 60625	(same as above)
2437-1A	Mr. Celestino	2437 W. Farragut #1A	Countryside Home Loan
	Mr. Celestino	(2437 W. Farragut #1A)	
2441-3B	Esad & Jasminka Zisko	2441 W. Farragut #3B	Washington Mutual
	Esad & Jasminka Zisko	Chicago, IL 60625	
2441-1A	Mr. & Mrs. Muwali	2441 W. Farragut # 1A	ABN-Amro
	Mr. & Mrs. Muwali	Chicago, IL 60625	

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	Name (Signature)	Address	Name of Address of Mortgagee
2437-3A	 Quinn Hanzel	2437 W. Farragut # 3A Chicago, IL 60625	Chase Home Mortgage P.O. Box 24850 Columbus, OH 43224-0850
2437-2A	 Aida L. David	2437 W. Farragut #2A Chicago, IL 60625	(None)
2441-2B	 Toni Matson	2441 W. Farragut #2B Chicago, IL 60625	Fifth Third Bank
2439-2A	 Caryn Martens	2439 N. Farragut # 2A Chicago, IL 60625	Washington Mutual
437-3B	 Thomas Samorin	2437 W. Farragut #3B Chicago, IL 60625	U.S. Bank
439-1B	 Julia Kim	2439 W. Farragut # 1B Chicago, IL 60625	(None)
39-3A	 Jeff Szudy	2439 W. Farragut #3A Chicago, IL 60625	Suntrust Mortgage

