



Doc#: 0826834046 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/24/2008 11:35 AM Pg: 1 of 5

AMENDMENT to the DECLARATION  
of EASEMENTS, RESTRICTIONS and  
COVENANTS for the 407 WISCONSIN  
AVENUE VINTAGE TOWNHOME  
ASSOCIATION

ARTICLE IV and ARTICLE VIII, Paragraph 8.2 of the DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS for the 407 WISCONSIN AVENUE VINTAGE TOWNHOME ASSOCIATION, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 13, 2000, as Document No. 00508055, is amended by Amendatory Resolution passed at a duly-convened Special Meeting of the Unit Owners of the 407 Wisconsin Avenue Vintage Townhome Association on June 29, 2008, according to and in compliance with the provisions for amendment of said Declaration in said Declaration contained, same to be effective with the recording of the Amendment, by the following additions and amendments.

ARTICLE IV, Restrictions as to Use and Occupancy, is amended by the addition of the following Paragraph 4.2:

*4.2 Unit Rentals. Notwithstanding any foregoing provisions of this Declaration, rental or leasing of Parcels is prohibited, except as hereinafter provided:*

*(1) Those Units that are leased on the effective date of this Amendment may be leased until the expiration of the lease in effect at that time. Upon the expiration of the current lease, the Owner must either take possession of the Unit, maintain the Unit, or sell the Unit, subject to the provisions below. A copy of all current leases must be on file with the Board of the Association no later than fourteen days after the effective date of this Amendment.*

*(2) 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 parents, grandparents, children, siblings, and spouse of the Unit Owner.*

*(3) Hardship. If a Unit is vacated by a tenant in occupancy as of the recording date of this Amendment, or vacated by a Unit Owner for reasons beyond his control, the Unit*

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*Owner may apply for one year hardship waiver in the following manner;*

*(A) The Unit Owner must submit a request in writing to the Board of Directors requesting a one year hardship waiver of this paragraph, setting forth the reasons why they are entitled to same. Such reasons may include, but not limited to, a transfer of the Unit Owner to another city for business reasons which preclude living in the Unit.*

*(B) If, based on the information supplied to the Board by the Unit Owner, the Board finds that a hardship exists, the Board may grant a one year waiver. Any lease entered into shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final.*

*(C) Copies of all Leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.*

*(D) All tenants shall acknowledge in writing that they received copies of the Rules and Regulations of the Association and a copy of a written receipt of same shall be submitted to the Board of Directors.*

*(E) In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.*

*(4) Any Unit being leased in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat fine 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 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 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.*

*(6) Any action brought on behalf of the Association and/or the Board to enforce this Amendment shall subject the owner to the payment of all costs and attorney's fees at the time they are incurred by this Amendment.*

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*(7) All unpaid charges as a result of the forgoing shall be deemed to be a lien against the Unit and collectable as any other unpaid regular or Special assessment, including late fees and interest on the unpaid balance.*

ARTICLE VIII. Assessments-Maintenance Fund, Paragraph 8.2 is amended to read as follows:

*8.2 Special Assessments. In addition to the annual assessments authorized pursuant to Section 8.1, the Board may at any time or from time to time levy special assessments. Special assessments shall be levied for the purpose of defraying in whole or in part, the cost incurred by the Association for any repair, replacement, maintenance, service, labor or materials not provided for in the Aggregate Annual Assessment for the then current calendar year. Except for special assessments which shall not exceed in any one twelve month period the sum of \$1,000 per assessed Parcel, any such special assessment shall first be approved by the affirmative votes of not less than one-half (1/2) Of the votes cast at the annual or special meeting of the Members called and held in accordance with the provisions of Section 8.3 hereof. Nothing herein contained shall prevent the Board from budgeting for foreseeable future expenses to be incurred in the repair, replacement or refurbishment of major structural or cosmetic components of the Units, including but not limited to roof replacement, comprehensive carpentry/masonry work, re-pavement and/or resurfacing of vehicle and pedestrian access routes, or such other special needs of the association as the Board may from time to time determine, and from establishing separate accounts into which special assessments for such projects may be allocated, deposited and held.*

In all other respects the Association's said Declaration remains unchanged.

407 WISCONSIN AVENUE VINTAGE  
TOWNHOME ASSOCIATION

By: 

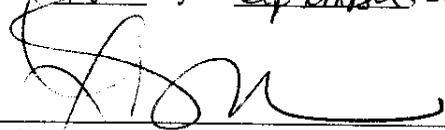
JAMES KIEL, President  
Board of Managers

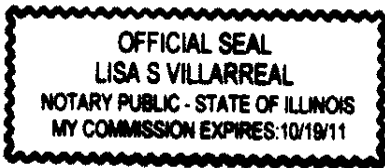
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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Lisa S. Villarreal, a Notary Public in and in the County and State aforesaid, DO HEREBY CERTIFY that JAMES KIEL, personally known to me to be the President of the 407 WISCONSIN AVENUE VINTAGE TOWNHOME ASSOCIATION, and personally know to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he duly signed said instrument for and behalf of said Association, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 18 day of September, 2008

  
\_\_\_\_\_  
NOTARY PUBLIC



THIS INSTRUMENT PREPARED BY:

Law Office of Harold T. Rohlfig, P.C.  
1010 Lake Street, Suite 612  
Oak Park, IL 60301  
708-386-7005

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## Exhibit A

LOTS 1-7 AND THE COMMON AREA OF THE 407 WISCONSIN VINTAGE TOWN HOMES BEING A RESUBDIVISION OF LOT 43 AND THE SOUTH HALF OF LOT 42 IN SCOVILLE AND NILES SUBDIVISION OF BLOCK 5 IN SCOVILLE AND NILES ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE WEST 40 ACRES OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PIN Numbers

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