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**FIRST AMENDMENT
TO DECLARATION OF
CONDOMINIUM
OWNERSHIP
FOR THYMBRIA
CONDOMINIUM**



Doc#: 0924545037 Fee: \$58.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/02/2009 09:49 AM Pg: 1 of 11

This First Amendment to the Declaration of Condominium Ownership for Thymbria Condominium:

WITNESSETH:

WHEREAS, the real estate described on Exhibit 1 hereto and commonly known as 5001-5013 S. King Drive, Chicago, Illinois was submitted to the Condominium Property Act of the State of Illinois (the "Act") pursuant to a Declaration of Condominium Ownership for Thymbria Condominium" recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document Number 609027075 on March 31, 2006 ("Original Declaration"),

WHEREAS, Section 17 of the Declaration provides that provisions of the Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed and acknowledged by the Board and the Owners having at least two thirds (2/3) of the total votes, provided, however, that all holders of first mortgages of record have been notified by certified mail of such change, modification or rescission.

WHEREAS, Unit Owners owning at least 2/3 of the total votes in Thymbria Condominium Association (the "Association") approved the amendment to the Declaration set forth hereinbelow at a special meeting of Unit Owners duly called and held for that purpose on 7/1/2009.

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

Marvin Brusman
1461 E. 57th Street
CHICAGO, IL 60637

COMMON ADDRESS ✓
5001-13 S. King Drive
Chicago, Illinois 60615

PIN: 20-10-222-023-1001 through
and including 20-10-222-023-1018 ✓

SY
P-11
S-
M-Y
CE

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WHEREAS, an affidavit by the Secretary of the Association certifying that all holders of first mortgages of record have been notified of such amendment by certified mail is attached hereto.

NOW, THEREFORE, the undersigned President and Secretary of the Association, with the prior approval of Unit Owners owning 2/3 of the total votes of the Association, do hereby amend the Declaration as follows:

1. TERMS. Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.
2. AMENDMENT. Section 11(f) of the Declaration is amended to read in full as follows:

No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in a any Unit or in the Common Elements, except that household pets may be kept in Units, subject to rules and regulations adopted by the Association. Unit Owners may not keep more than 2 pets (2 dogs, or 2 cats or 1 dog and 1 cat) in any one Unit. No pets may be kept, bred or raised for commercial purposes. Any pet creating a nuisance or disturbance shall be permanently removed on three (3) days' written notice from the Board.

3. AMENDMENT. Section 1 of Article XI of the Declaration is amended to read in full as follows:

1. Sale or Lease.

A. Any Owner who wishes to sell his Unit Ownership to any person not related by blood or marriage to the Owner shall give to the Board no less than Thirty (30) days prior written notice of the terms of any contemplated sale, together with the name and address of the proposed Purchaser. The members of the Board and their successors in office, acting on behalf of the other Owners shall at all times have the first right and option to purchase such Unit Ownership upon the same terms, which option shall be exercisable for a period of Thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said Thirty (30) days, the Owner (or tenant) may, at the expiration of said period, contract to sell such Unit Ownership to the proposed Purchaser named in such notice upon the terms specified therein.

B. Except as permitted by subsections (a), (b), (c), (d) and (e) of this Section 1(B), no Owner or other person in possession of a Unit may (i) enter into or renew any "Occupancy Arrangement" (as hereinafter defined) with respect to any Unit on or after the date of recording of this First Amendment, or (ii) allow any person who is not an Owner to occupy a Unit pursuant to an Occupancy Arrangement after the date of recording of this First Amendment, without the prior

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written consent of the Board. As used herein, "Occupancy Arrangement" means a lease or other agreement or arrangement, whether written or oral, whereby an Owner or other person in possession of a Unit authorizes a 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 Owner (or other person in possession) and such non-Owner third-party. Such Occupancy Arrangements shall not be for a term exceeding one (1) year and shall prohibit any sublease or assignment. Any requests for renewals of an Occupancy Arrangement must be submitted to the Board for the Board's prior written consent pursuant to the terms of this Section.

- a. Exception - Family Occupancy Arrangement. An Owner or other person in possession of a Unit may enter into an Occupancy Arrangement with his/her spouse, former spouse, sibling, parent, child, grandparent, or grandchild (each of the foregoing is referred to as a "family member") or roommates of a family member so long as the family member is also an occupant of the Unit.
- b. Exception - Dwelling Unit Owned or In Possession of the Association. The Association may enter into a lease or other Occupancy Arrangement with respect to any Unit of which the Association is the Owner or party in possession.
- c. Exception - Case of Substantial Hardship. The Board may approve an Occupancy Arrangement in cases of substantial hardship. The Board shall have sole jurisdiction to determine the existence of a substantial hardship. No occupancy arrangement approved on the basis of substantial hardship may be renewed for more than three (3) consecutive years.
- d. Exception - One Rental Unit Per Entrance. The Board may approve an Occupancy Arrangement for a maximum of one Unit per entrance per year.
- e. Exception - Existing Rental Units. An Occupancy Arrangement effective prior to approval of this First Amendment shall expire not later than one year from the date of recording of this First Amendment, or the expiration date of the Occupancy Arrangement, whichever is earlier. Any request for renewal of an Occupancy Arrangement must be submitted to the Board for the Board's prior written consent pursuant to the terms of this Section.

C. Any Owner who wishes to lease his Unit Ownership to any person not related by blood or marriage to the Owner shall give to the Board not less than twenty (20) days prior to the commencement of the term of the Occupancy Arrangement, a copy of the following (i) a fully-executed application to lease by

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each prospective tenant; and (ii) a copy of the proposed lease. The Board shall have the right to interview the prospective tenants.

D. The provisions of the Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any Occupancy Arrangement. With regard to any Occupancy Arrangement, the Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or Ten (10) days after the Occupancy Arrangement is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

E. All Occupancy Arrangements shall provide the Association with the right, but not the obligation, upon default by an Owner in the payment of any sums due to the Association, to require the tenant, upon written notice by the Association, to pay all sums due to the Owner under the Occupancy Arrangement directly to the Association until receipt of notice from the Association to resume payments to the Owner. Such sums shall be applied to the amounts owed by the Owner to the Association and any amount received from the tenant in excess of the amounts due to the Association shall be refunded to the Owner. The foregoing right shall not be exercisable until the Owner is at least forty-five (45) days in arrears of any such payment.

F. No Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than six (6) months. If any lease or sublease of a Unit is attempted or consummated without complying with the provisions of this Section 1, Article XI, such lease or sublease shall be subject to all rights, options and remedies available to the Board hereunder or otherwise, including without limitation, denial or termination of possession of the Unit.

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

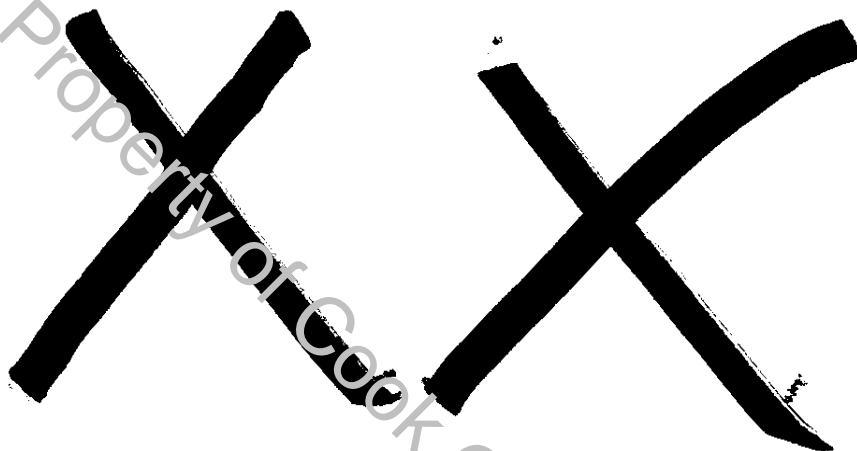
5. COUNTERPARTS. This First Amendment may be executed in any number of identical counterparts, any or all of which may contain the signature of fewer than all of

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the parties but all of which, taken together, shall constitute a single, integrated instrument.

[SIGNATURE PAGE TO FOLLOW.]

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Two large, thick black 'X' marks are drawn across the page, one to the left and one to the right of the diagonal watermark text.

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IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed and delivered as of this 1st day of July, 2009.

Thymbria Condominium

By: [Signature]
Name: CINDY TEGTMEYER
Its: President

Attest::

By: [Signature]
Name: Deanna Burrell
Its: Secretary

Property of Cook County

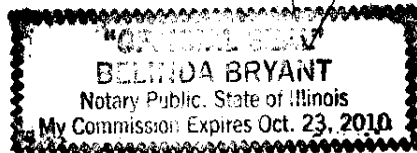
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Belinda Bryant, a Notary Public in and for the County and State aforesaid, do hereby certify that Cindy Tegtmeier and Deanna Burrell, as President and Secretary, respectively, of the Thymbria Condominium, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of such association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of July, 2009.

[Signature]
Notary Public

My Commission Expires:
October 23, 2010



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Exhibit 1 to the First Amendment to the Declaration of Condominium Ownership for Thymbria Condominium

(Legal Description)

The South 16.81 feet of Lot 2 and all of Lots 3, 4, and 5 in Henneberry's Subdivision of the West 1 acre of Lot 8 in Lavinia and Company's Subdivision of the South $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

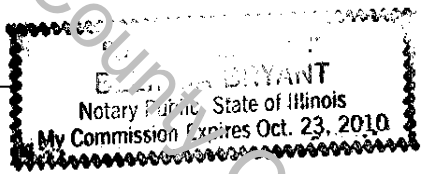
SECRETARY'S AFFIDAVIT

I, Deanna Burrell, being first on oath duly sworn, depose and state that I am the duly elected Secretary of the Thymbria Condominium, and I hereby certify (1) that Unit Owners owning more than 2/3rds of the total votes in the Thymbria Condominium Association approved the amendment to the Declaration set forth in this First Amendment to Declaration at a special meeting of Unit Owners called and held for that purpose on 7/1, 2009, and (2) that a copy of the modifications made to the Declaration in the above and foregoing First Amendment to Declaration has been mailed by certified mail to all holders of first mortgages of record.

Deanna Burrell

SUBSCRIBED and SWORN to before me
this 7th day of July, 2009.

Priscilla Bryant
Notary Public



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The following owners acknowledge the attached First Amendment to Declaration of Condominium Ownership for Thymbria Condominium and, by their respective signatures, assent to the terms thereof:

Gene Lok

5013 S. King #1-E

Janice Betty

5013 S. King #2-E

George Perry

5013 S. King #3-E

Edud Ojivich

5013 S. King #4-E X

Edud Ojivich

5013 S. King #1-W X

Archie H. W. My

5013 S. King #2-W

[Signature]

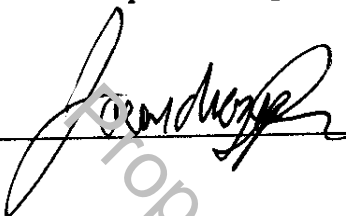
5013 S. King #3-W

[Signature]

5013 S. King #4-W

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The following owners acknowledge the attached First Amendment to Declaration of Condominium Ownership for Thymbria Condominium and, by their respective signatures, assent to the terms thereof:




5001 S. King #G-S

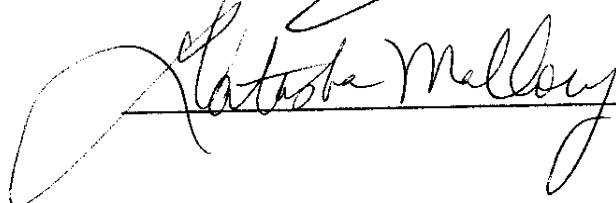
5001 S. King #1-S

5001 S. King #2-S

5001 S. King #3-S on file



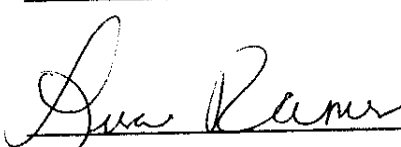
5001 S. King #4-S



5001 S. King #G-N

5001 S. King #1-N

5001 S. King #2-N



5001 S. King #3-N



5001 S. King #4-N

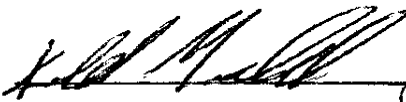

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BY:.....

The following owners acknowledge the attached First Amendment to Declaration of Condominium Ownership for Thymbria Condominium and, by their respective signatures, assent to the terms thereof:

- _____ 5001 S. King #G-S
- _____ 5001 S. King #1-S
- _____ 5001 S. King #2-S
-  _____  5001 S. King #3-S
- _____ 5001 S. King #4-S
- _____ 5001 S. King #G-N
- _____ 5001 S. King #1-N
- _____ 5001 S. King #2-N
- _____ 5001 S. King #3-N
- _____ 5001 S. King #4-N

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