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Doc#: 0925903021 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/16/2009 11:47 AM Pg: 1 of 5

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

PATRICIA A. O'CONNOR, ESQ.
LEVENFELD PEARLSTEIN, LLC
2 NORTH LASALLE STREET, 13TH FLOOR
CHICAGO, ILLINOIS 60602

(This Space for Recorder's Use Only)

This First Amendment (this "Amendment") to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Kenmore Vintage Condominium Association, made and entered into this _____ day of _____, 2009, by the Board of Directors of Kenmore Vintage 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, Covenants and By-Laws for the Kenmore Vintage Condominium Association (the "Declaration"), recorded on September 29, 1999 with the Cook County Recorder of Deeds as Document No. 99921222.

The Board and the Unit Owners desire to amend the Declaration in order 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 a limited number of leases only for hardship exceptions; and

Pursuant to Article XV, Section 15.08 of the Declaration, the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or the Secretary of the Board, 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 containing an affidavit by the Secretary 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; and

Further, pursuant to Article XI, Sections (e) and (h) of the Declaration, the Association may not adopt an amendment "changing the provisions concerning leasing of Units", unless the First Mortgagees of the individual Units representing at least fifty-one percent (51%) of the votes in the Association have given their prior written approval. However, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the First Mortgagee within thirty (30) days after making the request for consent.

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The Amendment set forth below has been approved by at least sixty-seven percent (67%) of Unit Owners pursuant to Exhibit B attached hereto. The Amendment contains an affidavit by the Secretary of the Board certifying that a copy of the Amendment has been mailed by certified mail to all First Mortgagees having bona fide liens of record against any Unit, as evidenced by Exhibit B, and no First Mortgagee has objected.

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

1. Article XIII, Section 13.03 is modified to delete any and all references to the allowance of leasing of Units and instead, add the following:

"Section 13.03 Lease of Units"

- (a) In order to prevent transience and to preserve the residential character of the Association, effective as of the recording date of this First Amendment, all future Owners or contract purchasers of each Unit in the Association shall occupy and use such Unit as a private dwelling for his or her immediate family, and for no other purpose, including business purposes. The "immediate family" of an Owner or contract purchaser shall mean a spouse, child, stepchild, sibling, parent or grandparent. Effective on the recording date of this Amendment, the leasing of Units to others as a regular practice for business, speculative or investment purposes, is not permitted; provided, however, that this Amendment shall not impair existing leases (if any) for the duration of their term. Current Owners who have provided the Board with evidence of a valid lease in effect as of the date of the recording of this First Amendment shall be exempt from the leasing restrictions contained herein for the duration of their present lease. Upon either of the expiration of the current lease term, or the sale or transfer of ownership interest, the Unit shall be subject to the terms of this First Amendment and the requirements of Owner occupancy.
- (b) To avoid undue hardship, the Board of Directors may grant permission to an Owner to lease his or her Unit once to a specified lessee for a period of not more than one (1) year. Upon a showing of continuing hardship by the Owner, the Board, at its sole discretion, may permit additional or renewal leases of a Unit for periods of one (1) year each. At no time shall the Board permit the leasing of more than two (2) Units at any time pursuant to this hardship exception.
- (c) As required by Section 18(n) of the Illinois Condominium Property Act, Owners must deliver to the Board of Directors before the lease term or occupancy commences, a written lease or a memorandum of an oral lease for any permissible leases (hardship exceptions) of a Unit.

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(d) To lease a Unit under the hardship exception after the effective date of this Amendment, a Unit Owner must submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days by granting or denying the lease application. The Board has the sole discretion to approve all applications for hardship leases, and any decisions of the Board shall be binding upon the Owner.

(e) If a sale, lease, devise or gift of any Unit is made by any Unit Owner, the purchaser, lessee, devisee, or donee 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, By-Laws and the Association Rules. Any Unit Owner making any lease subject to the terms herein, shall not be relieved thereby from any obligations under this Declaration, By-Laws and Rules. In addition to any other remedies, by filing an action jointly against the tenant and the Unit 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 Declaration, By-Laws and Rules of the Association. The Board 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 tenant of any covenant, rule, regulation or By-Law.

(f) The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the leasing restrictions contained herein."

2. Except as expressly amended hereby, the Declaration shall remain in full force and effect in accordance with its terms.

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

BOARD OF DIRECTORS OF THE
KENMORE VINTAGE CONDOMINIUM ASSOCIATION

By: Patricia E. Sullivan
Its: President

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EXHIBIT A

LEGAL DESCRIPTION

The legal description of the overall parcel being developed is:

Lots 94 and 95 in William Deering Surrenden Subdivision in West ½ of the Northeast ¼ of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The legal description of the individual units is:

Unit 4727-1, Unit 4727-2, Unit 4727-3, Unit 4727-4, Unit 4729-1, Unit 4729-2, Unit 4729-3, Unit 4729-4, Unit 4731-1, Unit 4731-2, Unit 4731-3, Unit 4731-4, Unit 4733-1, Unit 4733-2, Unit 4733-3, Unit 4733-4, G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10 in The Kenmore Vintage Condominiums as delineated on a survey of the following described real estate.

Lots 94 and 95 in William Deering Surrenden Subdivision in West ½ of the Northeast ¼ of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached to the Declaration of Condominium recorded as Document 99921222, together with an undivided percentage interest in the common elements.

Permanent Tax Index No. 14-17-203-005-0000 and 14-17-203-006-0000
Common address: 4727 North Kenmore Avenue, Chicago, Illinois 60640

Cook County Clerk's Office

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EXHIBIT B

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

SECRETARY CERTIFICATION

I, James Cappleman, being first duly sworn on oath, do hereby state that:

1. I am the duly elected, qualified and acting Secretary of Kenmore Vintage Condominium Association.
2. I am the keeper of the corporate records of such Association.
3. On August 31, 2009, at a duly noticed meeting of the Owners of Kenmore Vintage Condominium Association, more than sixty-seven percent (67%) of the Ownership voted in favor of adopting the proposed First Amendment. At said meeting, 93.75% of the owners were either present or were represented by their designated proxy.
4. On August 13, 2009, all First Mortgagees of any Unit with a bona fide lien of record were notified by mail of the First Amendment herein. No First Mortgagee has objected in writing to the First Amendment.

FURTHER AFFIANT SAYETH NOT.

James Cappleman
 Secretary
 Kenmore Vintage Condominium Association

Signed and sworn to me before me
 this 8th day of Sept, 2009

Zack Carley
 Notary Public

