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<p>AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 4417-19 NORTH BEACON CONDOMINIUM ASSOCIATION</p>	<p> Doc#: 0930018052 Fee: \$64.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/27/2009 12:35 PM Pg: 1 of 15</p> <p>For use by Recorder's Office only</p>
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This Amendment to the Declaration made and entered into this 14th day of October, 2009, is an Amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 4417-19 North Beacon Condominium Association (hereinafter referred to as "Declaration") recorded with the Cook County Recorder of Deeds on April 17, 1999 as Document No. 91-17638.

WITNESSETH:

WHEREAS, the Board of Directors and Members of 4417-19 North Beacon Condominium Association (hereinafter referred to as the "Association") desire to amend the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.07 of the Declaration, the Declaration may be amended by an instrument in writing signed and acknowledged by the Board and by owners having at least sixty-seven percent (67%) of the total vote at a meeting called for such purpose and containing an Affidavit by an officer of the Board certifying that a copy of the Amendment has been mailed by certified mail to all

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

KERRY T. BARTELL
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089
(847) 537-0500

Mortgagees having a bona fide record against any Unit not less than ten (10) days prior to the date of such Affidavit. Any Amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois; and

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WHEREAS, said instrument has been signed and acknowledged by all of the Board Members; and

WHEREAS, said instrument has been executed by owners having at least sixty-seven percent (67%) of the total vote at a meeting held on October 14, 2009; and

WHEREAS, a copy of the Amendment has been sent via certified mailed to all Mortgagees having a bona fide record against any Unit not less than ten (10) days prior to the date of the Affidavit; and

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. Article VII, entitled "Sale or Other Alienation", shall be amended as follows:

ARTICLE VIII

SALE, LEASE OR OTHER TRANSFER

8.01 Sale or Lease. Subject to the exceptions set forth in Section 8.10 of this Declaration, any Unit Owner who wishes to sell or lease his Unit ownership, any owner of the beneficial interest in a Unit Ownership who wishes to sell or assign said beneficial interest, and any lessee of any Unit Ownership wishing to assign or sublease his lease of such Unit ownership, shall give to the Board not less than thirty (30) days' prior written notice ~~of the terms of any contemplated sale, assignment or lease including a copy of the proposed sale, assignment or lease agreement, and the name, address and financial and character references of the proposed purchaser or lessee or sublessee and such other information concerning the proposed purchaser, lessee or sublessee as the Board may reasonably require. The Board shall first notify within three (3) days after receipt of notice every other Unit owner of the sale or lease. Each Unit Owner shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of fifteen (15) days following the date of receipt of such notice of contract or lease from the Board. The right of priority among the Unit Owners shall be determined on a "first come, first serve" basis determined by receipt of written exercise of said option by the secretary of the Board who shall affix the date and time of such option and convey same to the selling or leasing Unit Owner. If said option is not exercised by any Unit within said fifteen (15) days, the Board shall have a like period of time to purchase or lease the Unit. If the Board fails to exercise their option within the specified fifteen day time limit, the Unit Owner (or lessee) may, at the expiration of said fifteen day periods and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale (or sublease or assignment) of such Unit Ownership to the proposed purchaser or lese named in such notice upon the terms specified therein. If the Unit Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit ownership shall again become subject to the Unit Owners' and the Board's right of first refusal as herein provided.~~

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~~8.02 Gift. Any Unit Owner who wishes to make a gift of his Unit Ownership or any interest (including beneficial interest) therein shall give to the Board not less than ninety (90) days' prior written notice of his intent to make such gift, prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The Board shall notify within three (3) days after receipt of notice every other Unit Owner of the gift. Each of the Unit Owners, in the "first come, first served" order of priority set forth in Section 8.01 of this Article, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided, which option shall be exercisable until the date of expiration as provided herein. In the event that any Unit Owner exercises such option and the parties cannot arrive at an agreed price, then within fifteen (15) days after receipt of written notice by the Unit Owner, the Unit Owner and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser experienced in the appraisal of condominium units in Berwyn, Illinois. The two appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser experienced in the appraisal of condominium units in Berwyn, Illinois to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the Unit Ownership or interest therein which the Unit Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner desiring to make such gift and the Unit Owner exercising its option; and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Unit Owner's option to purchase the Unit Ownership or interest therein shall expire twenty (20) days after the date of receipt by it of written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner designing to make such gift and the Unit Owner exercising its option. In the event the Unit Owner fails to exercise said option within said twenty (20) days, the Board shall have an option for a like period of time to purchase the Unit Ownership at the appraised value. The Board's share of the appraisal shall be a Common Expense. If both the Unit Owner entitled to exercise its option and the Board fail to exercise their respective options, the Unit owner desiring to make such gift can make his gift free and clear of said option.~~

~~8.03 Devise. In the event any Unit Owner dies leaving a will devising his Unit Ownership, or any interest (including beneficial interest) therein, and said will is admitted to probate (or in the event any Unit Owner dies intestate), any Unit owner, in the "first come, first served" order of priority set forth in Section 8.01 of this Article, shall have an option to purchase said Unit Ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power or, in the event of intestacy from the heirs entitled to the Unit Ownership, for cash at fair market value which is to be determined by arbitration as herein provided. In the event of a dispute as to purchase price, within sixty (60) days after the appointment of a personal representatives for the its option shall appoint a qualified real estate appraiser, experienced in the appraisal of condominium units in~~

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~~Berwyn, Illinois, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative or heirs as the case may be. Within fifteen (15) days thereafter, said devisee or devisees or personal representative or heirs, as the case may be, shall appoint a qualified real estate appraiser experienced in the appraisal of condominium units in Chicago, Illinois. Within ten (10) days after the appointment of the two (2) said appraisers, the two so appointed shall appoint another qualified real estate appraiser to act as the arbitrator experienced in the appraisal to act as the arbitrator experienced in the appraisal of condominium units in Chicago, Illinois. Within fifteen (15) days thereafter, said arbitrator shall determine the fair market value of the Unit ownership or interest therein devised by the deceased Unit Owner or passing through intestacy, and shall thereupon give written notice of such determination to the Unit Owner exercising its option and said devisee, devisees, or personal representative or heirs, as the case may be; and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Unit Owners' right to purchase the Unit ownership or interest therein, at the price determined by the arbitrator, shall expire thirty (30) days after the date of receipt by it of such notice if the personal representative of the deceased Unit Owner is empowered to sell, and shall expire eight months after the appointment of a personal representative who is not so empowered to sell. The Unit owner having priority shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative or to the heirs, as the case may be, within the said option periods. The cost of appraisal shall be equally divided between such devisee or personal representative or heirs and the Unit Owner exercising its option. In the event any Unit Owner fails to exercise said option, the Board has an option for a like period of time to purchase the Unit Ownership at the appraised value. The Board's share of the appraisal shall be a Common Expense. If the Board fails to exercise its option, the devisee or personal representative or heirs, as the case may be, may proceed with the sale of the Unit.~~

~~8.04 Involuntary Sale. In the event any Unit Ownership or interest (including beneficial interest) therein as sold at a judicial or execution sale (other than a mortgage foreclosure by an institutional mortgagee of such Unit Ownership), the person purchasing the Unit Ownership or interest therein at such sale shall, before taking possession of the Unit, give thirty (30) days' written notice to the Board of his intention to do so, together with his name, address and financial and character references and such other information as the Board may reasonably require; whereupon the Board shall notify every other Unit Owner within three (3) days of receipt of notice, and each Unit owner in the "first come, first served" order or priority set forth in Section 8.01 of this Article shall have an irrevocable option to purchase Unit Ownership or interest therein at the same price at which it was sold at said sale. If said option is not exercised by any Unit Owner within said thirty (30) days after receipt of such notice, the Board shall have a like period of time to purchase said Unit. If the Unit Owner and the Board fail to exercise said option, it shall thereupon expire and said Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) days period.~~

~~8.05 Consent of Voting Members. The Board shall not exercise any option granted it, pursuant to Section 8.01, 8.02, 8.03, and 8.04 hereof, to purchase any Unit~~

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~~Ownership or interest therein without the prior written consent of the voting members having not less than two thirds (2/3) of the total votes. The Board or its duly authorized representatives, acting on behalf of the other Unit Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Unit Owner, living or deceased, which is held pursuant to an order or direction of a court, upon the prior written consent of the voting members having not less than two thirds (2/3) of the total votes, which consent shall set forth a maximum price which the Board or its duly authorized representatives are authorized to bid and pay for said Unit Ownership or interest therein.~~

~~8.06 Release or Waiver of Option. Upon the approval of the Board, the options contained in Sections 8.01, 8.01, 8.03 and 8.04 hereof may be released or waived, and the Unit ownership or interest therein which is subject to an option set forth in this article may be sold, conveyed or leased free and lease of the provisions of this Article. Any such waiver shall not apply to any future sales, assignment, lease, sublease, transfer or conveyance of the Unit Ownership or any interest therein.~~

~~8.07 Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Board of the Association stating that the provisions of this Article VIII as hereinabove set forth have been met by a Unit Owner, or duly waived by the Board and/or Unit Owner, and that the rights of the Board and/or Unit Owner hereunder have terminated, shall be conclusive upon the board and the Unit owners in favor of all persons who rely thereon in good faith; and such certificate shall be furnished to any Unit Owner who has, in fact, complied with the provisions of the Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee as determined by the Board.~~

~~8.08 Financing of Purchase Under Option. Acquisition by the Board of any Unit Ownership interest therein under the provisions of this Article VIII shall be made from the reserve for contingencies and replacements, or a special assessment or loan on behalf of the Association; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit or interest therein to be acquired.~~

~~8.09 Title to Acquired Interest. Unit Ownerships or interests therein acquired by the Board, pursuant to the terms of this Article, shall be held of recording the name of the Association, or such nominee as the Board shall designate, for the benefit of all Unit Owners. Said Unit Ownership or interest therein shall be sold or leased by the Board in such manner as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Unit Owner in the same proportion in which the Board could levy a special assessment under the terms of Section 6.02 of this Declaration.~~

~~8.10 Exceptions to Board's Rights and Options. The rights and options provided for in Section 8.01, 8.02, 8.03 and 8.04 of this Declaration shall not apply to any sales, assignment, lease, sublease, gift, devise or other transfer of a Unit Ownership or interest therein by the Declarant or Developer; by an institutional mortgagee who has obtained title to Unit ownership by foreclosure or deed in lieu of foreclosure; between co-owners of the same Unit Ownership; to the spouse, or to any~~

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~~descendants of the Unit owner, or any one or more of them; to any trust, the sole beneficiary or beneficiaries of which are the Unit Owner, the spouse or descendants of the Unit Owner, or any one or more of them; by any Unit Owner to the Association; or by the Association. In addition, such rights and options shall not apply to a transfer to any person, partnership or corporation that has acquired, or succeeds to, the business of the Unit owner, or to any corporation into which or with which a corporate Unit Owner merges or consolidates, or which acquires all of the assets of any such corporate Unit Owner, or to any partnership or corporation in which the transferring Unit owner has a twenty percent (20%) or greater ownership interest.~~

2. 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.

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

4. This Amendment is executed by an instrument in writing, signed by the Board and by owners having at least sixty-seven percent (67%) of the total vote at a meeting called for such purpose, and the signatories hereby warrant that they possess full power and authority to execute this instrument.

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EXHIBIT A

Legal Description

UNITS 1-S, 1-N, 2-S, 2-N, 3-S, 3-N AND LIMITED COMMON ELEMENTS, G-A, G-B, G-C, G-D AND G-E, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 4417-19 NORTH BEACON CONDOMINIUMS AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING PERCEL OF REAL ESTATE:

LOT 65 (EXCEPT THE NORTH 33 FEET THEREOF) AND THE NORTH 41 FEET OF LOT 64 IN THE SUBDIVISION OF THE SOUTH $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ OF THE NORTH WEST $\frac{1}{4}$ (EXCEPT THE EAST 569.25 FEET THEREOF) OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDS IN 1991, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 4417-19 NORTH BEACON
CHICAGO, IL 60640

PIN: 14-17-123-007 VOLUME 478 (UNDIVIDED)

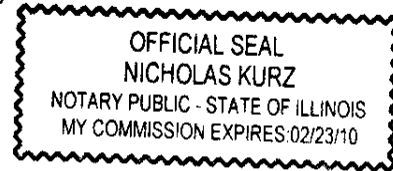
UNIT NO.	PIN NO.	ADDRESS	PERCENTAGE OF OWNERSHIP
1S	14-17-123-022-1001	4417 N. Beacon #1S, Chicago, IL	16.8174
2S	14-17-123-022-1002	4417 N. Beacon #2S, Chicago, IL	15.9130
3D	14-17-123-022-1003	4417 N. Beacon #3S, Chicago, IL	16.8174
1N	14-17-123-022-1004	4419 N. Beacon #1N, Chicago, IL	16.8174
2N	14-17-123-022-1005	4419 N. Beacon #2N, Chicago, IL	15.9130
3N	14-17-123-022-1006	4419 N. Beacon #3N, Chicago, IL	16.8174

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EXHIBIT B SIGNATURE BOARD OF DIRECTORS

We, the undersigned, are all of the members of the Board of Directors of 4417-19 North Beacon Condominium Association, a condominium established by the aforesaid Declaration, and by our signatures below, we hereby execute the foregoing Amendment to the Declaration.

EXECUTED this 14 day of October, 2009.



Christopher D. Kelly

[Signature]

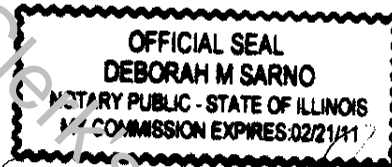
Donald R. Davis



[Signature]
1/11/2010

Being the members of the Board of Directors of
4417-19 North Beacon Condominium
Association

Subscribed and Sworn to before
me this 14th day of Oct, 2009.



Deborah M. Sarno
2/21/2011

[Signature]
Notary Public

My Commission Expires:
2/23/2010

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EXHIBIT C AFFIDAVIT OF MAILING

I, Christopher Daley, state that I am the President of the Board of Directors of 4417-19 North Beacon 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: Oct 14, 2009.



By: Christopher Daley
President

Subscribed and Sworn to before me this 14th day of Oct, 2009.

[Signature]
Notary Public

My Commission Expires: 2/23/2010

Office of Cook County Clerk's Office

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4417-19 NORTH BEACON CONDOMINIUM ASSOCIATION BALLOT

Regarding the proposed Amendment to the Declaration of Condominium Ownership for 4417-19 North Beacon Street Condominium Association, specifically regarding right of first refusal:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Donald Rook Avery

Property Address: 4419 N. Beacon IN

Name and Address of Mortgage Lender (if any):

Wells Fargo Home Mortgage
P.O. Box 6423
Carol Stream IL 60197-6423

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4417-19 NORTH BEACON CONDOMINIUM ASSOCIATION BALLOT

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I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

ANDREA PEKOFF - 2N

[Signature]

Property Address: 4419 N. Beacon #2N

Name and Address of Mortgage Lender (if any):

BAXTER CREDIT UNION

c/o MIDWEST LOAN SERVICES

PO BOX 105

Houghton, MI.

49931

4417-19 NORTH BEACON CONDOMINIUM ASSOCIATION
BALLOT

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Regarding the proposed Amendment to the Declaration of Condominium Ownership for 4417-19 North Beacon Street Condominium Association, specifically regarding right of first refusal:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S)

Jim Wynne

Sandra J. Wedge

Property Address: *4417 N. Beacon St. 1-S 60640*

Name and Address of Mortgage Lender (if any):

Comasson Mortgage Co.

PO Box 12830

Jackson, MS 39236-2830

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4417-19 NORTH BEACON CONDOMINIUM ASSOCIATION BALLOT

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I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Christopher Daley (President)

Property Address: 4417-19 N. Beacon, Chicago IL 60640

Name and Address of Mortgage Lender (if any):

Wells Fargo Home Mortgage

PO Box 5296

Carol Stream, IL 60197-5296

Loan # 0071626642

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4417-19 NORTH BEACON CONDOMINIUM ASSOCIATION BALLOT

Regarding the proposed Amendment to the Declaration of Condominium Ownership for 4417-19 North Beacon Street Condominium Association, specifically regarding right of first refusal:

I AGREE THE AMENDMENT SHOULD BE PASSED.

I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

RAYMOND PUGLIESE

ANNETTE PUGLIESE

Property Address: 4417 N. BEACON ST. UNIT 25
CHICAGO ILLINOIS 60640

Name and Address of Mortgage Lender (if any):

BANK OF AMERICA.

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4417-19 NORTH BEACON CONDOMINIUM ASSOCIATION BALLOT

Regarding the proposed Amendment to the Declaration of Condominium Ownership for 4417-19 North Beacon Street Condominium Association, specifically regarding right of first refusal:

- I AGREE THE AMENDMENT SHOULD BE PASSED.
- I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

David Smith

Property Address: _____

Name and Address of Mortgage Lender (if any):

Wells Fargo Home Mortgage

511 W. North Ave.

Chicago, IL 60610

Property of Cook County Clerk's Office