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Cook County Recorder of Deeds
Date: 05/30/2012 11:11 AM Pg: 1 of 9

Kovitz Shifrin Nesbit
750 W. Lake Cook Road
Suite 350
Buffalo Grove, Illinois 60089
Attn: David M. Bendoff, Esq.

**FOURTH AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE RESIDENCES AT THE GROVE MIDRISE CONDOMINIUM**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter the "Declaration") for The Residences at the Grove Midrise Condominium Association (hereafter the "Association"), which Declaration was recorded on September 22, 2006, as Document No. 0626545035 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part thereof.

This amendment is adopted pursuant to the provisions of Article Nine, Section 9.02 and Article Ten of the aforesaid Declaration and Section 17 of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this amendment, the text of which is set forth below, shall become effective upon recording in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is executed by the President of the Association or such other officer authorized by the Board of Managers of the Association (the "Board"), signed by Owners representing at least sixty-seven percent (67%) of the Undivided Interests, and consented to by Eligible Mortgagees holding, in the aggregate, First Mortgages on at least sixty-seven percent (67%) of the Unit Ownerships (by number) which are subject to First Mortgages held by Eligible Mortgagees (which approval may be implied when an Eligible Mortgagee fails to advise the Association to the contrary within thirty (30) days after the Association makes the request for consent by Certified Mail, Return Receipt Requested).

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RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration with respect to the leasing or rental of Lease Restricted Units; and

WHEREAS, the amendment has been executed by the President of the Association or such other officer authorized by the Board, signed by Owners representing at least sixty-seven percent (67%) of the Undivided Interests, and consented to by Eligible Mortgagees holding, in the aggregate, First Mortgages on at least sixty-seven percent (67%) of the Unit Ownerships (by number) which are subject to First Mortgages held by Eligible Mortgagees (which approval may be implied when an Eligible Mortgagee fails to advise the Association to the contrary within thirty (30) days after the Association makes the request for consent by Certified Mail, Return Receipt Requested), and due notice having been provided to all First Mortgagees, all in compliance with Article Nine, Section 9.02 and Article Ten of the Declaration and Section 17 of the Act.

NOW THEREFORE, Article Two, Section 2.12 of the Declaration of Condominium Ownership for the Residences at the Grove Midrise Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"2.12 LEASE OF DWELLING UNITS AND GARAGE SPACES: Any Owner shall have the right to lease all (and not less than all) of his Dwelling Unit and/or Garage Space subject to Section 11.02 and to the provisions of subsections (a) through (e):

(a) No Dwelling Unit shall be leased for less than twelve (12) months or for hotel or transient purposes.

(b) For purposes hereof, a "Lease Restricted Unit" shall be a Dwelling Unit which is not:

(i) subject to a first mortgage which is guaranteed by the VA; or

(ii) owned by VA, an institutional lender or an institutional investor in home loans following the foreclosure sale or delivery of a deed in lieu of foreclosure with respect to the Dwelling Unit.

A lease for a Lease Restricted Unit shall not be entered into if such lease would result in the total number of Lease Restricted Units which are subject to leases

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exceeding ten percent (10%) of the total number of Lease Restricted Units. Prior to entering into a lease of a Dwelling Unit, the Owner of the Dwelling Unit shall notify the Board of the proposed lease and shall represent to the Board whether or not the Dwelling Unit is a Lease Restricted Unit and, upon receipt of such notice with respect to a Lease Restricted Unit, the Board shall promptly notify the Owner if the proposed lease is permitted or is not permitted because it would violate the provisions of this subsection (b). The foregoing notwithstanding, no Unit Owner may lease a Lease Restricted Unit unless they have owned and occupied the Lease Restricted Unit continuously for at least one (1) year.

(c) (i) In the event that the maximum number of Lease Restricted Units permitted to be leased or rented pursuant to subsection (b) are being leased or rented, to meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease or rent his Lease Restricted Unit to a specified lessee for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of the lease. The Board's decision shall be final and binding. Hardship is defined, to include, but is not limited to, job loss, the transfer of a Unit Owner to a new job location on a temporary basis, or, the illness of the Unit Owner or a relative of the Unit Owner that results in the temporary absence from the Owner's Unit by the Unit Owner; or, the deployment on a tour of duty of a Unit Owner who is in the Armed Forces; or other substantial change in financial or personal circumstances combined with an inability to sell the Unit without suffering significant financial loss.

(c) (ii) Notwithstanding any other provisions of subsection (c) (i) above, the leasing or rental of Lease Restricted Units shall be subject to the following, except as hereinafter provided in subsections (iii) and (h): on the date of recording this Amendment, through and including December 31, 2015, no more than thirty percent (30%) of the Lease Restricted Units be leased at any one time; if on December 31 of any year after 2015, the number of Lease Restricted Units being leased is less than twenty percent (20%) of the Lease Restricted Units, the leasing or rental of more than twenty-five percent (25%) of the Lease Restricted Units at any one time is prohibited; if on December 31 of any year after 2015, the number of Lease Restricted Units being leased is less than fifteen percent (15%) of the Lease Restricted Units, the leasing or rental of more than twenty percent (20%) of the Lease Restricted Units at any one time is prohibited; if on December 31 of any year after 2015, the number of Lease Restricted Units being leased is less than ten percent (10%) of the Lease Restricted Units, the

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leasing or rental of more than fifteen percent (15%) of the Lease Restricted Units at any one time is prohibited; and if on December 31 of any year after 2015, the number of Lease Restricted Units being leased is less than seven percent (7%) of the Lease Restricted Units, the leasing or rental of more than ten percent (10%) of the Lease Restricted Units at any one time is prohibited;

(c) (iii) Any and all leases in force and effect and in compliance with the provisions of the Declaration on the date that the percentage of Lease Restricted Units that can be leased or rented is decreased shall remain in effect until the earlier of the date that the current term of such lease expires or the date that such lease is otherwise terminated.

(d) (e) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Condominium Declaration and that any failure of the lessee to comply with the terms of this Condominium Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Condominium Declaration. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. 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 Condominium Property 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. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Condominium Property Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

(e) (d) Each Owner who leases his Dwelling Unit and/or Garage Space shall be required to furnish the Condominium Association with a copy of the lease and shall promptly notify the Condominium Association of any change in status of the lease. The Condominium Association shall maintain a record of such information with respect to all leased Dwelling Units and Garage Spaces.

(f) (e) A Garage Space may only be leased to a Resident.

(g) (f) On or before January 31 of each year, the Condominium Association shall certify to the Municipality the total number of Dwelling Units which, according to the

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Condominium Association's records, were leased as of December 31 of the preceding year and how many of such Dwelling Units are Lease Restricted Units.

(h) The provisions of Section 2.12 shall not apply to the rental or leasing of Units by the Association through its Board of Managers."

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

END OF TEXT OF AMENDMENT


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PRESIDENT'S SIGNATURE PAGE

STATE OF ILLINOIS)
)SS
 COUNTY OF COOK)

Theodore Desportes, am the President of the Board of Managers of The Residences at The Grove Midrise Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 15th day of March, 2012.

BY: 
 President

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CERTIFICATION AS TO UNIT OWNER APPROVAL

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Andrew William Fisher, state that I am the Secretary of the Board of Managers of The Residences at The Grove Midrise Condominium Association, an Illinois not-for-profit corporation and condominium, and as such Secretary and the keeper and custodian of the books and records of said condominium, I hereby certify that the persons whose names are subscribed to the foregoing instruments represent Owners representing at least sixty-seven percent (67%) of the Undivided Interests.

BY: Andrew William Fisher
 Secretary

DATE: 5/9/12, 2012

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AFFIDAVIT OF NOTICE TO FIRST MORTGAGEES AND APPROVAL BY ELIGIBLE FIRST MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Alex Fisher, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of The Residences at the Grove Midrise Condominium Association, an Illinois not-for-profit corporation and condominium, and that pursuant to Article Ten of the Declaration of Condominium Ownership for said condominium, written notice of the foregoing amendment has been sent by certified mail to all First Mortgagees, at least thirty (3) days' to the date of this affidavit.

I further state that, pursuant to Article Ten of the Declaration of Condominium Ownership for said condominium, the foregoing amendment has been consented to by First Mortgagees on at least sixty-seven percent (67%) of the Unit Ownerships (by number) which are subject to First Mortgages held by Eligible Mortgagees (or by implication as provided by the Declaration).

Alex Fisher
Secretary

SUBSCRIBED AND SWORN to
before me this 25 day
of May 2012

[Signature]
Notary Public



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EXHIBIT A LEGAL DESCRIPTION

UNITS 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 15, 316, 317, 318, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, AND 517 IN THE RESIDENCES AT THE GROVE MIDRISE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT 1, IN THE RESIDENCES AT THE GROVE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 28, 2005 AS DOCUMENT NUMBER 0536203040, IN COOK COUNTY ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0626545035, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7753 Van Buren Street
River Forest, Illinois 60130

Permanent Index Number: 15-13-109-050-1001
through and including: 15-13-109-050-1070