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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/19/2013 11:01 AM Pg: 1 of 20

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

PATRICIA A. O'CONNOR
LEVENFELD PEARLSTEIN, LLC
2 NORTH LASALLE, SUITE 1300
CHICAGO, ILLINOIS 60602

(This Space for Recorder's Use Only)

FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR McCONNELL APARTMENTS CONDOMINIUM

This First Amendment ("Leasing Amendment") to the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for McConnell Apartments Condominium is made and entered into this 29th day of May, 2013, by the Board of Directors of the McConnell Apartments Condominium Association ("Board").

WITNESSETH:

The property as described on Exhibit A, attached hereto and made a part hereof, was submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the McConnell Apartments Condominium, recorded in the Cook County Recorder of Deeds Office as Document No. 26574418 which was subsequently amended and restated pursuant to Document No. 0404818024 (the "Declaration");

The Board and the Unit Owners desire to amend the Declaration to maintain the property as a residential condominium by limiting the leasing of Units to others as a regular practice of business, speculative, or other similar purposes; but to permit leases only subject to certain maximum levels or for hardship exceptions; and

Article XII, Section 6 of the Declaration provides that the provisions of the Declaration may be changed, modified or rescinded in whole or in part by (a) a written instrument signed by the Unit Owners having, in the aggregate, at least three-fourths (3/4) of the total vote; (b) provided, however, that all lienholders have been notified by certified mail of any change, modification or rescission at least ten (10) days before recording; (c) including an affidavit of the Secretary of the Association certifying to such mailing; and (d) recording the Amendment in the Office of the Recorder of Deeds of Cook County, Illinois.

The Leasing Amendment set forth below has been approved by the affirmative vote of Unit Owners (either in person or by proxy) representing at least three-fourths (3/4) of the total vote and a copy of the Leasing Amendment has been sent via certified mail, return receipt requested to all lienholders, as set forth in Exhibit B.

NOW, THEREFORE, the Declaration is amended as follows:

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1. Article VIII, Section 1 of the Declaration is deleted in its entirety and replaced with the following:

“SALES OR LEASING OF UNITS

(a) Any Owner who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than sixty (60) days' prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners 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 sixty (60) days following the date of receipt of such notice. If said option is not exercised by the Board within said sixty (60) days and the Owner has otherwise met the leasing requirements in “(b)-(f)” herein in the case of a lease, the Owner (or lessee) may, at the expiration of said sixty (60) day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the 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 Board's right of first refusal as herein provided.

(b) After the date of recording this Leasing Amendment (“Effective Date”), in order to prevent transience and to preserve the residential character of the Association, all Unit Owners and 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, subject to the exceptions set forth below. Tenancy or leasing by a Unit Owner to an immediate family member without the Unit Owner occupying the Unit shall be exempt from this Leasing Amendment. “Immediate Family Member” is defined as a parent, spouse, child (natural or adopted), grandparent, grandchild or sibling of a Unit Owner.

(c) Upon the Effective Date, no Units may be leased unless the total number of leased Units in the Association is less than four (4) Units.

(d) Once the number of leased Units in the Building is approaching or equal to four (4) Units, the Board shall maintain a list of leased Units (“List A”) and Unit Owners wishing to lease their Units (“List B”) for determining eligibility to lease. When a Unit is leased, the Unit will be on List A, but cannot be on List B. Upon termination of the lease by termination, expiration of time and/or non-renewal, the Unit Owner may request his/her Unit to be listed on List B. Unit Owners on List B shall be notified by the Board of the ability to lease the Unit in the order that they notified the Board of their intent to lease their Unit. Prior to entering into any lease, a Unit Owner must obtain written approval from the Board that the leasing cap of four (4) Units has not been met and that the Unit Owner is otherwise eligible to lease the Unit. All leases shall be in a form approved by the Board, shall be for a term of not less than twelve (12) months and not more than twenty-four (24) months, and shall provide that the tenant has read, acknowledged and agrees to be bound by the rules and regulations of the Association.

(e) The leasing restrictions as to the number of permitted leases (not more than four [4] Units) shall not apply to any Unit that is leased upon the Effective Date if the Board is given notice of such lease and the Unit Owner has otherwise complied with

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the terms herein. This First Amendment shall take effect prospectively upon the conveyance of any Unit.

(f) To avoid undue hardship, the Board may, in its sole discretion, grant permission to a Unit Owner who is not otherwise eligible to lease his Unit pursuant to sub-paragraphs (a) through (c) above to lease his or her Unit once to a specified lessee for a period of not to exceed one (1) year. Upon a showing of continued hardship by the Owner, the Board may, in its sole discretion, permit an additional renewal lease of a Unit for a period of one (1) year, but no longer after such renewal.

To lease a Unit pursuant to a hardship exception, a Unit Owner (and/or contract purchaser) must submit a written application to the Board. The application must contain facts and documents showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days, or a reasonable period of time, by granting or denying the lease application. The Board has the sole discretion to approve all applications for leases and any decisions of the Board will bind the Unit Owner.

(g) Unit Owners shall deliver to the Board of Directors a written lease not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, for any permissible leases of the Unit.

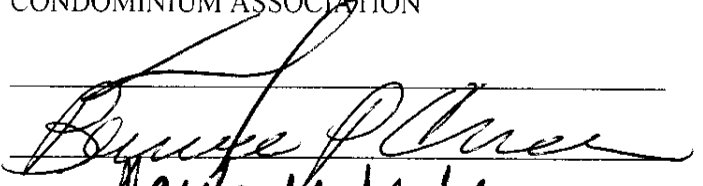
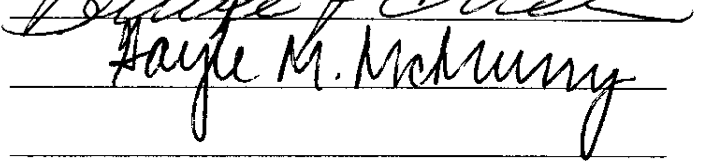
(h) The provisions of the Act, this Declaration, By-Laws and rules and regulations of the Association that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed.

(i) The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating this leasing limitation."

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect. All capitalized terms used herein shall have the meaning afforded them in the Declaration unless otherwise specified.

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

BOARD OF DIRECTORS OF THE
McCONNELL APARTMENTS
CONDOMINIUM ASSOCIATION

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EXHIBIT A

LEGAL DESCRIPTION

UNITS 1-A, 2-A, 3-A, 4-A, 5-A, 6-A, 7-A, 1-B, 2-B, 3-B, 4-B, 5-B, 6-B and 7-B, IN THE McCONNELL APARTMENTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 17 IN BLOCK 10 (EXCEPT THAT PART TAKEN AND USED FOR DIVISION STREET) IN STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 22114175.

COMMONLY KNOWN AS: 1210 ASTOR STREET, CHICAGO, IL 60610

PINS:

17-03-112-032-1001
17-03-112-032-1002
17-03-112-032-1003
17-03-112-032-1004
17-03-112-032-1005
17-03-112-032-1006
17-03-112-032-1007
17-03-112-032-1008
17-03-112-032-1009
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17-03-112-032-1011
17-03-112-032-1012
17-03-112-032-1013
17-03-112-032-1014

Property of Cook County Clerk's Office

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EXHIBIT B

SECRETARY'S CERTIFICATION

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Gayle McMurry, being duly sworn on oath, do hereby state that:

1. I am the duly elected, qualified and acting Secretary of the McConnell Apartments Condominium ("Association").
2. I am the keeper of the corporate records of the Association.
3. This First Amendment to the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the McConnell Apartments Condominium was approved by the affirmative vote of Unit Owners (either in person or by proxy) representing at least three-fourths (3/4) of the total vote.
4. That on June 6, 2013, all lienholders have been notified by certified mail of the proposed Leasing Amendment.

FURTHER AFFIANT SAYETH NAUGHT.

Gayle McMurry
Gayle McMurry, Secretary
The McConnell Apartments
Condominium Association

Signed and sworn to me before me
this 6th day of June, 2013

Maria Kida
Notary Public



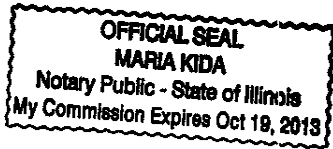
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARIA KIDA, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY THAT GAYLEM MCMURRY the President or Secretary of the
McConnell Apartments Condominium Association, personally known to me to be the same persons
whose names are subscribed to the foregoing First Amendment to the Amended and Restated Declaration
of Condominium Ownership and of Easements, Restrictions and Covenants for the McConnell
Apartments Condominium Association, appeared before me this day in person and acknowledged that
they signed and delivered said First Amendment as their free and voluntary act and as the free and
voluntary act of the McConnell Apartments Condominium Association for the uses and purposes set forth
therein.

Given under my hand and notarial seal this 6th day of June, 2013.

Maria Kida
Notary Public



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UNIT OWNER APPROVAL

As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 20th day of May, 2013.

Signature(s) of Unit Owner(s):

Michael T. Welch

CMH

Unit Number: 7A

Property of Cook County Clerk's Office

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UNIT OWNER APPROVAL

As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 22 day of MAY, 2013.

Signature(s) of Unit Owner(s):

Murphy JAC
Amara C JA

Unit Number: 6A

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UNIT OWNER APPROVAL

As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

X

IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 22 day of May, 2013.

Signature(s) of Unit Owner(s):

Maude M. McMurry

Unit Number: 5A

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UNIT OWNER APPROVAL

As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 24th day of MAY, 2013.

Signature(s) of Unit Owner(s):

Samuel Orisanel

Unit Number: # 4A

Property of Cook County Clerk's Office

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UNIT OWNER APPROVAL

As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 17 day of May, 2013.

Signature(s) of Unit Owner(s):

[Handwritten Signature]

Unit Number: 3A

Property of Cook County Clerk's Office

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UNIT OWNER APPROVAL

As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

 IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

 X AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 24 day of May, 2013.

Signature(s) of Unit Owner(s):

Thomas J. Fugerech
Trustee

Unit Number: 2A

Property of Cook County Clerk's Office

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UNIT OWNER APPROVAL

As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

X IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

 AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 21st day of MAY, 2013.

Signature(s) of Unit Owner(s):

[Signature] Korzenecki Family Trust
[Signature]

Unit Number: 4B

Property of Cook County Clerk's Office

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UNIT OWNER APPROVAL

As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 23 day of May, 2013.

Signature(s) of Unit Owner(s):

Kevin A. Falbacher

Unit Number: 5B

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UNIT OWNER APPROVAL

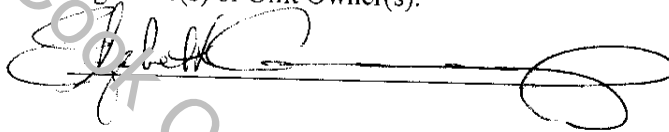
As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 24 day of May, 2013.

Signature(s) of Unit Owner(s):



Unit Number: 4B

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John Jackie Abraham
773 - 966 - 27

UNIT OWNER APPROVAL

As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 25 day of May, 2013.

Signature(s) of Unit Owner(s):

John Abraham
John Abraham

Unit Number. 3B

Property of Cook County Clerk's Office

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EXHIBIT A

UNITS 1-A, 2-A, 3-A, 4-A, 5-A, 6-A, 7-A, 1-B, 2-B, 3-B, 4-B, 5-B, 6-B and 7-B, IN THE McCONNELL APARTMENTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 17 IN BLOCK 10 (EXCEPT THAT PART TAKEN AND USED FOR DIVISION STREET) IN STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO, IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 22114175.

COMMONLY KNOWN AS: 1210 ASTOR STREET, CHICAGO, IL 60610

PINS:

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17-03-112-032-1014

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EXHIBIT A

UNITS 1-A, 2-A, 3-A, 4-A, 5-A, 6-A, 7-A, 1-B, 2-B, 3-B, 4-B, 5-B, 6-B and 7-B, IN THE McCONNELL APARTMENTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

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17-03-112-032-1011
17-03-112-032-1012
17-03-112-032-1013
17-03-112-032-1014

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UNIT OWNER APPROVAL

As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 28 day of May, 2013.

Signature(s) of Unit Owner(s):

[Handwritten Signature]
[Handwritten Signature]

Unit Number: 2B

Property of Cook County Clerk's Office

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UNIT OWNER APPROVAL

As a member of the McConnell Apartments Condominium Association, an Illinois not-for-profit corporation (the "Association"), I vote all the percentage interest of the Association standing in the name of the undersigned, or which the undersigned may be entitled to vote:

IN FAVOR OF THE PROPOSED FIRST AMENDMENT WHICH LIMITS THE LEASING OF UNITS TO NO MORE THAN FOUR (4) UNITS AT ANY TIME EXCEPT UNDER CERTAIN HARDSHIP CIRCUMSTANCES.

AGAINST THE PROPOSED FIRST AMENDMENT

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner Approval at Chicago, Illinois this 22 day of May, 2013.

Signature(s) of Unit Owner(s):

[Handwritten Signature]

Unit Number:

1B

Property of Cook County Clerk's Office