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THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURNED TO:

HOWARD S. DAKOFF  
LEVENFELD PEARLSTEIN, LLC  
2 NORTH LASALLE STREET, SUITE 1300  
CHICAGO, IL 60602



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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 01/09/2014 03:51 PM Pg: 1 of 6

*For Official Use*

## FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT WAVELAND QUADRANGLE CONDOMINIUM

This First Amendment ("Amendment") to Declaration of Condominium Pursuant to the Condominium Property Act Waveland Quadrangle Condominium is made and entered into this 1<sup>st</sup> day of November 2013, by the Board of Directors of the Waveland Quadrangle 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 Pursuant to the Condominium Property Act Waveland Quadrangle Condominium, recorded on July 10, 1981 in the Cook County Recorder of Deed's Office as Document No. 2593385 (the "Declaration"). All defined terms herein shall have the meaning ascribed to them in the Declaration unless otherwise defined;

The Board and the Unit Owners desire to amend the Declaration to limit leasing of Units for business, speculation or investment purposes such that no more than three (3) Units shall be leased at any time; provided, however, that the leasing restrictions shall not impair current leases for the remainder of their term; and

Section 23 of the Declaration states that (i) the provisions of the Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification (ii) approved by Unit Owners having, in the aggregate, at least 2/3 of the total ownership; (iii) a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against

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Units, and (iv) the Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

The Amendment set forth below has been approved by Unit Owners having, in the aggregate, at a least 2/3 of the total ownership and notice of the amendment has been sent to mortgagees pursuant to the Secretarial Certification, Exhibit B attached hereto and made a part hereof.

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

- A. The fifth, sixth and seventh sentences from the first paragraph of Section 21 shall be deleted in their entirety and replaced with the following:

In order to prevent transience and to preserve the owner-occupied, residential character of the Association, effective as of the adoption date of this Amendment ("Effective Date"), the leasing of Units to others as a regular practice for business, speculative or investment purposes shall be restricted as follows:

1. No more than three (3) of the Units at any time may be leased; provided, however, that these leasing restrictions contained herein shall not impair current leases (as of the Effective Date) for the duration of such lease term in effect. The Board shall maintain a list of leased Units ("List A") and a list of Unit Owners wishing to lease their Units ("List B") for determining the three (3) Unit limitation. When a Unit is leased or such lease assigned, the Unit will be on List A, but cannot be on List B. Within 60 days prior to the termination of a lease on List A, the Unit Owner may request such Unit to be listed on List B as of the termination date. 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. If a Unit Owner at the top of List B fails to provide an executed lease to the Board within 60 days after notification, such Unit Owner shall be removed from List B, or upon written request, placed at the bottom of List B.
2. Any lease in effect upon the Effective Date may be renewed or extended with the current lessee only. However, upon the termination of the tenancy of the current lessee for any reason whatsoever, such Unit Owner shall be bound by the provisions of this Amendment.
3. As of the Effective Date, a Unit may only be leased for a maximum two (2) years during the period of ownership of such Unit Owner; provided however, if a Unit Owner has previously leased his Unit and then such Unit Owner has retaken possession of the Unit for at least one (1) year, such Unit Owner may, subject to the leasing restrictions herein, lease such Unit for another two (2) years during the period of ownership of such Unit Owner.
4. No Unit shall be leased for a term less than one (1) year or greater than two (2) years. Similarly, no sublease or assignment of a lease shall be permitted for a term less than one year in duration or greater than two years. No Unit shall be leased for hotel or transient purposes. No portion of a Unit that is less than an entire Unit may be leased.
5. Any lease, sublease or assignment less than one (1) year, or any Unit Owner that owns and leases Units in the Association as part and parcel of his/her/its business, shall be deemed to be a commercial activity (i.e. transient or hotel purposes), which is prohibited.

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6. Unit Owners shall reside in a Unit for a period of one (1) year prior to being eligible to lease a Unit in compliance with this Amendment. However, if a Unit Owner obtains title to a Unit as a descendant by bequeath in a will or descent through intestacy (an "Heir"), this one-year residency requirement shall be met if the total of the term of ownership of the Heir and that of the immediately-preceding Unit Owner equals at least one year.
  7. The Board may adopt further reasonable rules governing the implementation of the leasing limitations set forth herein.
  8. It is the responsibility of the Unit Owner to advise the Board of the intention to rent a Unit no less than thirty (30) days prior to the start date of the proposed lease. The Unit Owner shall obtain written approval from the Board for any proposed lease. The Board may provide specific requirements before a lessee may move into the Unit. The Unit Owner must meet all leasing requirements prior to a tenant moving in a Unit. Failure to comply with these requirements shall result in a fine in an amount as determined by the Board.
  9. All leases shall be in writing and shall provide that the lease shall be subject to the terms of the Declaration and that any failure by the lessee to comply with the terms of the Declaration, By-Laws and/or rules and regulations of the Association, in effect from time to time, shall be a default under the lease. As required by Section 18(n) of the Illinois Condominium Property Act, Unit Owners shall deliver to the Board of Directors a copy of the signed lease not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. Otherwise, the lessee will not be allowed to take possession or will be evicted at the Unit Owner's expense.
  10. Any Unit Owner leasing his or her Unit shall not be relieved thereby from any obligation under the Declaration, By-Laws or Association rules and regulations. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee, the Association may seek to enjoin the lessee from occupying a Unit or seek to join a lessee under Article IX of the Code of Civil Procedure for failure of the Unit Owner to comply with the leasing restrictions prescribed herein.
  11. Each Unit Owner shall provide his/her lessee(s) a copy of the Declaration, By-Laws and rules and regulations of the Association. No lessee may move into any Unit until such time as the Board has received all requirements. All lessee(s) shall acknowledge that he/she/they received a copy of the Declaration, By-Laws and rules and regulations of the Association and that the lessee agrees to be bound and subject to all of the obligations under said document, as is the Unit Owner making such lease. Regardless if such an acknowledgement is made in writing, however, the lessee shall be so bound. A prior lessee of a Unit who had been either previously evicted or subject to eviction proceedings may not enter into a new lease. In entering into any lease, the Unit Owner is not relieved of any obligations under the Declaration, By-Laws and rules and regulations of the Association.
  12. Any Unit Owner failing to comply with these leasing restrictions shall be subject to remedies available the Association under the Declaration, Illinois Condominium Property Act and/or Illinois Law, which include, but shall not be limited to, fines, legal fees and the eviction of their lessee(s).
- B. Except as expressly amended hereby, the Declaration shall remain in full force and effect in accordance with its terms.

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

WAVELAND QUADRANGLE  
CONDOMINIUM ASSOCIATION

By: Andrew J. Suggs, Jr.  
Its: President

ATTEST:

Helene Gray  
By: Secretary

Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

UNITS 1A, 2A, 3A, 1B, 2B, 3B, 4B, 5B,, 6B, 7B, 8B, 9B, 10B, 1C, 2C AND 3C IN WAVELAND QUADRANGLE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

#### PARCEL 1:

THE WEST 24 FEET OF SUB LOT 4 AND THE EASTERLY 48.85 FEET OF SUB LOT 5 AND A 10 FOOT FORMER ALLEY SOUTH AND ADJOINING SAID PREMISES IN JORDEN'S AND GINDELL'S SUBDIVISION OF LOTS 1, 2, 13 AND 14 IN BLOCK 8 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37 IN PINE GROVE, A SUBDIVISION OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT A (EXCEPT THE WESTERLY 126.17 FEET OF THE NORTHERLY 60 FEET THEREOF) IN WILHELMINE TEWES CONSOLIDATION OF THE WESTERLY 1.15 FEET OF SUB LOT 5 AND A 10 FOOT FORMER ALLEY SOUTH AND ADJOINING SAID WESTERLY 1.15 FEET OF SUB LOT 5, A 10 FOOT FORMER ALLEY SOUTH AND ADJOINING SUB LOT 6 AND ALL OF SUB LOT 6 AND THE NORTH 60 FEET OF SUB LOTS 7 AND 8 IN JORDEN'S AND GINDELL'S SUBDIVISION OF LOTS 1, 2, 13 AND 14 IN BLOCK 8 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37 IN PINE GROVE, A SUBDIVISION IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25933785, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Common Address: 725-729 West Waveland, Chicago, IL 60613

#### Real Estate PIN Nos.:

14-21-108-025-1001	14-21-108-025-1002
14-21-108-025-1003	14-21-108-025-1004
14-21-108-025-1005	14-21-108-025-1006
14-21-108-025-1007	14-21-108-025-1008
14-21-108-025-1009	14-21-108-025-1010
14-21-108-025-1011	14-21-108-025-1012
14-21-108-025-1013	14-21-108-025-1014
14-21-108-025-1015	14-21-108-025-1016

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## EXHIBIT B

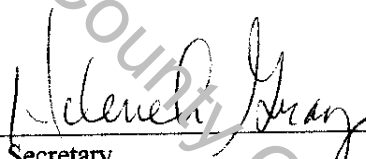
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

### SECRETARY CERTIFICATION

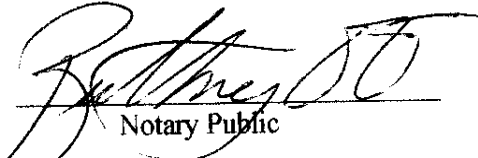
I, Helene Gray being first duly sworn on oath, do hereby state that:

1. I am the duly elected, qualified and acting Secretary of Waveland Quadrangle Condominium Association.
2. I am the keeper of the corporate records of such Association.
3. On October 16, 2013, at a duly noticed special meeting of Unit Owners for Waveland Quadrangle Condominium Association, at least 2/3 the total ownership approved the adoption the Amendment to limit leasing of Units.
4. On the 20<sup>th</sup> day of December, 2013 all mortgagees of Units with a bona fide lien of record were notified by certified mail of the Amendment herein.

FURTHER AFFIANT SAYETH NOT.

  
 \_\_\_\_\_  
 Its: Secretary  
 Waveland Quadrangle Condominium Association

Signed and sworn to me before me  
this 20<sup>th</sup> day of December, 2013

  
 \_\_\_\_\_  
 Notary Public

