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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/30/2014 11:34 AM Pg: 1 of 6

**FIRST AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS FOR THE
3711 NORTH PINE GROVE AVENUE CONDOMINIUM**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the 3711 North Pine Grove Condominium, dated May 26, 1977 and recorded as Document Number 23 952 990 (hereinafter the "Declaration") and covers the property legally described in Exhibit A, which is attached hereto and made a part hereof (hereinafter the "Property").

This Amendment is adopted pursuant to the provisions of Section 20 of the aforesaid Declaration and Section 17 of the Illinois Condominium Property Act (hereinafter the "Act"). Said provisions provide that this amendment shall become effective upon recordation 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 signed by the Unit Owners having at least three-fourths of the total vote of the 3711 North Pine Grove Avenue Condominium Association and certified by the Secretary of the Board and provided that all lien holders of record have consented in writing to such change.

THIS Amendment is made and entered into by the 3711 North Pine Grove Avenue Condominium Association (the "Association") WITNESSETH THAT:

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 Unit Owners desire to amend the Declaration in order to prohibit the lease of any Unit Ownership at any time; and

WHEREAS, this Amendment has been signed by the Unit Owners having at least three-fourths (3/4) of the total vote of the Association and has been certified by the Secretary of the Board and has been approved in writing by the lien holders of record;

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NOW THEREFORE, the Declaration is hereby amended as follows:

1. Section 17 of the Declaration shall be deleted in its entirety and restated as follows:

17. Sale or Lease by a Unit Owner – First Option to Association.
Notwithstanding any other provisions of the Declaration to the contrary, the lease of any Unit (which Unit, together with its respective percentage ownership interest in the Common Elements, is herein sometimes referred to as “Unit Ownership”) is prohibited.

If any Unit Owner shall desire at any time to sell his or her Unit Ownership, such Unit Owner shall first give the Board at least thirty (30) days prior written notice of the proposed sale, which notice shall state the name and address and financial and character references of the proposed sale. The Board shall have the right of first option with respect to any sale by any Unit Owner as provided herein. During the period of thirty (30) days following the receipt by the Board of such written notice, the Board shall have the first right at its option to purchase such Unit Ownership upon the same terms as the proposed sale described in such notice.

If the Board shall give written notice to such Unit Owner within said thirty (30) day period that it has elected not to exercise such option, or if the Board shall fail to give written notice to such Unit Owner within said thirty (30) day period that it does or does not elect to purchase such Unit Ownership upon the same terms as herein provided, then, such Unit Owner may proceed to close said proposed sale transaction at any time within the next ninety (90) days thereafter; and if such Unit Owner fails to close said proposed sale transaction within said ninety (90) days, such Unit Ownership shall again become subject to the Board's right of first option as herein provided.

If the Board shall give written notice to such Unit Owner within said thirty (30) day period of its election to purchase such Unit Ownership upon the same terms as the proposed sale described in said written notice to the Board, then such purchase by the Board shall be closed upon the same terms as such proposed sale.

The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices.

The Board shall have the authority to elect not to exercise such option and to give written notice of such election. A certificate executed by the president or secretary of the Board, certifying that the Board has elected not to exercise such option to purchase such Unit Ownership upon the terms of such proposed sale, shall be conclusive evidence of such election by the Board and of the compliance with the provisions hereof by the Unit Owner proposing to make such proposed sale. Such certificate shall be furnished to such Unit Owner upon his or her compliance with the provisions hereof.

If the Board shall adopt a resolution recommending that it shall exercise its option to purchase such Unit Ownership upon the terms of such proposed sale, the Board shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If Unit Owners, owning not less than 75% in the aggregate of the total

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ownership interest in the Common Elements, by affirmative vote at such meeting, elect to exercise such option to make such purchase, then the Board shall promptly give written notice of such election as herein provided. In such event, such purchase by the Board shall be closed or consummated and, for such purpose, the Board shall have the authority to make such mortgage or other financing arrangements, and to make such assessments proportionately among the respective Unit Owners, and to make such other arrangements, as the Board may deem desirable in order to close and consummate such purchase of such Unit Ownership by the Board.

If the Board shall make any such purchase of a Unit Ownership as herein provided, the Board shall have the authority at any time thereafter to sell such Unit Ownership upon such terms as the Board shall deem desirable, without complying with the foregoing provisions relating to the Board's right of first option, and all of the net proceeds or deficit therefrom shall be applied among all of the Unit Owners in such manner as the Board shall determine.

The provisions hereof with respect to the Board's right of first option shall not apply to sales between co-owners of the same Unit, nor to a gift or devise of a Unit or part hereof.

If any sale of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith.

The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. 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 foregoing provisions.

The Board shall have the power and authority to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of the Unit Owners owning not less than 80% in the aggregate of the total ownership interest in the Common Elements.

For the purposes of this paragraph 17, the term "Unit Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit Ownership, and the term "Unit Ownership" shall include the beneficial interest, shares or partnership interest, as the case may be, held by such Unit Owner.

2. Except as herein specifically amended, the Declaration is ratified and confirmed. In the event of any inconsistency between this Amendment and Declaration, this Amendment shall control.

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IN WITNESS WHEREOF, the Association caused this instrument to be signed and sealed this
14th the day of April, 2014, in Chicago, Illinois.

 David Woodruff

 Patrick Clancy

 Karyn Wendling

 Stuart Ryan

 Raziel Maliach

 Jacqueline Mutnansky

 Dina Adams

 James Marque

 Valentin & Katrina Berman


 Donald & Arlene Nozawa

 Leslie Shoemaker

 Nelson R. 3/15

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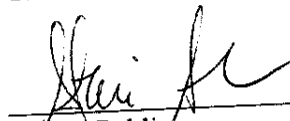
This Amendment is hereby certified by the Secretary of the Board of the 3711 North Pine Grove Avenue Condominium Association.


Arlene Nozawa, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Arlene Nozawa, Secretary of the Condominium Association respectively, appeared before me this day, in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 14 day of April, 2014:


Notary Public

My Commission expires: May 8, 2014



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Exhibit A

THE NORTHERLY 8-5/8 INCHES OF THE WEST 50 FEET OF LOT 8 AND THE WESTERLY 125 FEET OF LOT 9 (EXCEPT THE NORTHERLY 50 FEET THEREOF) IN BLOCK 6 IN HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37 INCLUSIVE IN PINE GROVE IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 14-21-106-029-1001
14-21-106-029-1002
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14-21-106-029-1008
14-21-106-029-1009
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14-21-106-029-1012

Address of Property: 3711 N. Pine Grove Ave., Chicago, Illinois 60613