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# This Instrument Was Prepared By And After Recording Return To:

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Karen A.Yarbrough

Cook County Recorder of Deeds Date: 05/20/2014 12:19 PM Pg: 1 of 5

#### Address of Property:

1961 N. Fremont Street Chicago, Illinois

PINS AFFECTED: 19-32-409-072-1001 through 1011

#### FIRST AMENDMENT TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

AND OF EASEMENTS, RESTRICTIONS, COVENANTS

AND BY-LAWS FOR THE FREMONT LANE CONDOMINIUM ASSOCIATION

THIS FIRST AMENDMENT to the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Fremont Lane Condominium Association is made and entered into this 20 day of Colon 2013 by the members of the FREMONT LANE CONDOMINIUM ASSOCIATION as follows:

#### WITNESSETH:

WHEREAS, a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Fremont Lane Condominium Association (hereinafter referred to as the "Declaration") has previously been filed in the office of the Recorder of Deeds of Cook County,

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Illinois as Document No. 0506118038, by which the real estate commonly known as 1961 N. Fremont Street, Chicago, Illinois (hereinafter referred to as the "real estate") was submitted to the provisions of the Condominium Act of the State of Illinois, said real estate being legally described in Exhibit "A" attached hereto and made part hereof; and

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Fremont Lane Condominium Association (hereinafter referred to as the "First Amended Declaration") has previously been filed in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 0510934077;

WHEREAS, The Fremont Lane Condominium Association was formed and is the governing body for the unit owners of the Parcel of Real Estate in accordance with the Declaration;

WHEREAS, the required number of all Unit Owners have agreed to and voted in favor of this First Amendment and all lien holders of record were notified of this Amendment as specified in the Declaration;

WHEREAS, The Fremont Lane Condominium Association desires to place limitations on the leasing of the Units, the purpose of which is to enhance and protect the value, desirability and attractiveness thereof of the Property.

NOW, THEREFORE, The Fremont Lane Condominium Association Condominium Association does hereby amend the Deciaration as follows:

1. The following shall be added to Article 12 (Transfer of a Unit), Section 2 (Limits on Lease Terms):

### "12.2.1 Leasing of Units

- (i) Notwithstanding any other provisions of the Declaration to the contrary, the leasing or rental of more than forty nine percent (49%) of the Units at any one time is prohibited, except as hereinafter provided in subparagraph (ii).
- (ii) In the event that the maximum number of Units permitted to be leased or rented pursuant to subparagraph (i) 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 Unit to a specified lessee for a period of

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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 an approved 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; provided, however, that in no event shall any Unit Owner be permitted to rent or lease such Unit for more than twenty-four (24) nooths. The Board's decision shall be final and binding.

- (iii) A unit owner may not lease his or her unit for more than twenty-four (24) months at a time.
- (iv) All leases in place at the time of vote by the association on the inclusion of this paragraph in the Declaration shall not be affected by any of the provisions of this section on leasing, provided that such lease is less than twenty-four months in length.
- (v) Any agreement between a unit owner and tenant to lease or rent a Unit must be in writing, a copy to be provided to the Board, along with contact information for the tenant.
- (vi) All leases must specifically provide that the tenant must abide by the rules and regulations of the Association at all times. The unit owner is required to give each tenant a copy of the rules and regulations of the Association on or before any lease for their unit is signed. All lessee shall sign a statement that they have read and understand these rules and regulations and agree to abide by them for the complete term of their lease as well as any holdover time. All unit owners are responsible for any violations of any rules and regulations by or due to their tenants."
- 2. Except as expressly set forth herein, the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Fremont Lane Condominium Association, shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Condominium Ownership, has been executed on this adday of 2013.

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Dated: 10 22 13 President of the Fremont Lane Condominium
Association
I, the President of the Fremont Lane Condominium Association, hereby swear and affirm that the foregoing First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws For the Fremont Lane Condominium Association has been approved by the required majority of owners of the Fremont Lane Condominium Association and that notices of said Amendment have been properly served on all First Mortgagees as specified in the By-Laws.
Signed: Ollow y otton Dated:
As President of the Fremont Lane Condominium Association
President STATE OF ILLINOIS ) SS  COUNTY OF COOK  I,
Notary Public  "OFFICIAL SEAL"  Amanda M Austin  Notary Public, State of Illinois  My Commission Expires 4/26/2015

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LEGAL DESCRIPTION

LOT 6 IN JOHNSTON'S RESUBDIVISION OF LOTS 25, 2€, AND 27 IN SUB BLOCK 7 OF BLOCK 5 IN SHEFFIELD'S ADDITION IN SECTION 32, 10 WISHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.