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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/21/2015 11:58 AM Pg: 1 of 8

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**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND
COVENANTS FOR THE OAKTON HOUSE
CONDOMINIUM ASSOCIATION**

Street Address:

828 Oakton Street, Evanston, Illinois

Permanent Index Numbers:

11-30-103-022-1001	11-30-103-022-1016
11-30-103-022-1002	11-30-103-022-1017
11-30-103-022-1003	11-30-103-022-1018
11-30-103-022-1004	11-30-103-022-1019
11-30-103-022-1005	11-30-103-022-1020
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FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE OAKTON HOUSE CONDOMINIUM ASSOCIATION

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE OAKTON HOUSE CONDOMINIUM ASSOCIATION ("First Amendment") is made as of this 16th day of August, 2015, by the Board of Managers of the Oakton House Condominium Association (the "Board"):

WITNESSETH

WHEREAS, the Board administers certain real estate, hereinafter described, located in Chicago, Cook County, Illinois; and,

WHEREAS, the Property (as defined by the Declaration described below) which includes, but is not limited to said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, have been submitted to the provisions of the Illinois Condominium Property Act (the "Act"); and,

WHEREAS, the Property hereby submitted to the provisions of the Act is legally described as in Exhibit A to the original Declaration; and,

WHEREAS, the Property is subject to that certain Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Oakton House Condominium Association recorded with the Recorder of Cook County, Illinois on December 22, 2008 as document number 0835745049, and subsequently amended by that certain Corrected Amendment to Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Oakton House Condominium Association recorded with the Recorder of Cook County, Illinois on January 22, 2015 as document number 1502213045, (collectively the "Declaration");

WHEREAS, Article XIII, Section 6 of the Declaration provides a procedure for amending the Declaration upon approval by Unit Owners having at least three-fourths (3/4ths) of the total votes at a meeting called for the purpose of passing such an amendment; and,

WHEREAS, Article VIII, Section 1 of the Declaration presently permits owners to lease their Units; and,

WHEREAS, the members of the Association voting to approve this First Amendment have determined that it is in the best interest of the Association to remove the unrestricted right to lease Units, with certain exceptions as set forth below; and,

WHEREAS, the amended portions of the Declaration contained in this First Amendment

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have been approved by a vote of Unit Owners having at least three-fourths (3/4ths) of the total vote at a special meeting of owners held on August 16, 2015;

NOW, THEREFORE, in furtherance of the foregoing Recitals, the Declaration is hereby amended in accordance with the following:

1. Article VIII is amended by adding a new section "11" immediately following the end of the existing Section 10 as follows:

"11. Leasing Prohibition and Exceptions. Notwithstanding anything stated to the contrary in this Article VIII or elsewhere in the Declaration, on and after the date of this First Amendment, a maximum of four (4) Units may be leased at any given time. Those units being leased as of May 1, 2015, shall be grandfathered and included in the count of four permitted leases without further action by the Board until such time as: 1) the Unit has not been leased for a period of 6 consecutive months; 2) is sold or transferred to a person or entity other than a son/daughter/grandson/granddaughter of the existing unit owner or a land trust of which the Unit Owner(s) are the beneficial owner(s); 3) is foreclosed upon by a lender or creditor; 4) the Association is granted possession of the Unit pursuant to a forcible detainer lawsuit as provided for in this Declaration and/or pursuant to the Illinois Condominium Property Act; or 5) the Unit Owner and/or its tenant(s) have been cited for violations of the Association's Declaration, By-Laws, and/or rules three (3) times in a one-year period. The Board may, in its absolute and final discretion, determine whether extenuating circumstances warrant exceptions from the above factors, including, but not limited to whether the Unit Owner has actively pursued leasing of the unit, is in the process of remodeling the Unit, and whether the Unit Owner is actively pursuing eviction of his/her/its tenant. Sale of any grandfathered unit is prohibited from guaranteeing the new owner the option of leasing the unit as such an option is determined by the Board as that unit is no longer considered grandfathered, and leasing that unit will be subject to the prohibition and exceptions set forth in this section. Upon any of the grandfathered units losing their status as being grandfathered, other Units may apply to be leased in accordance with those rules and systems put in place by the Board to manage rentals. A Unit may not be rented by an owner unless that owner has resided in the building for at least two (2) years prior to the time of entering into a lease.

Notwithstanding the limitation on the number of leases provided for herein, a Unit Owner may apply to the Board, in writing, for an exception to allow a temporary lease of his/her/its Unit for a period of one year, and subject to all other provisions of the Declaration and the Rules and Regulations of the Association. The Board may, in its sole discretion, permit no more than three (3) such exceptions at any given time allowing for a temporary lease and shall consider the following:

- (a) The length of time the Unit Owner has owned and resided in the Unit;
- (b) Whether it would create an undue hardship on the Unit Owner if he/she/it is not permitted to lease the Unit;
- (c) Whether the Unit Owner has previously leased the Unit or been permitted to

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- lease the Unit pursuant to an exception under this Section; and,
- (d) Whether the Unit Owner is applying for an exception due to the loss of employment, relocation of employment, or the illness or death of an immediate family member requiring the Unit Owner to relocate to an area outside of the Chicagoland area for a period of time greater than 6 months.

It shall be the Unit Owner's obligation to provide the Board with any and all documentation and data requested by the Board as part of a Unit Owner's application for an exception, all of which information shall be kept confidential by the Board.

In the event a lease is applied for under this section, the Board shall have the same rights and options as set forth above in this Article VIII. The Board shall also implement such rules and regulations as are deemed necessary related to leasing and the administration of leasing.

In the event a Unit is leased in accordance with this Article VIII, the Owner shall be required to furnish a copy of the written lease to the Board at least 30 days prior to commencement of such lease and which shall fully conform to all the Rules and Regulations of the Association. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration and the Rules and Regulations of the Association, and of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved from any of obligations set forth in the Declaration. In addition to any other remedies provided for in this Declaration, by filing an action jointly against the tenant and Unit Owner, the Association may seek to enjoin such tenant from occupying a Unit or seek to evict such tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the Unit Owner to comply with the leasing requirements prescribed by this Section or elsewhere in the Declaration, By-Laws and the Rules and Regulations of the Association. The Board may proceed directly against such tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by such tenant of the provisions of this Declaration or the Rules and Regulations of the Association.

A Unit occupied by a member of an Owner's immediate family (a child, parent, sibling or grandparent) shall not be considered a lease for purposes of the restrictions and limitations set forth in this section; however all occupants are required to be responsible for observing all Association governing provisions, including rules and regulations, as set forth elsewhere in this Declaration.

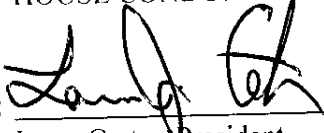
The above-stated limitations and exceptions to leasing shall not apply to the Board in the event it gains possession of a Unit for purposes of collection in accordance with Declaration.

2. All other provisions of the Declaration shall remain in full force and effect.

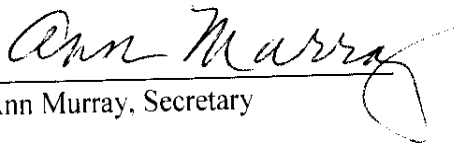
IN WITNESS WHEREOF, the Board has duly executed this First Amendment on the day and year first written above.

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BOARD OF MANAGERS OF THE OAKTON
HOUSE CONDOMINIUM ASSOCIATION

By: 
Larry Carter, President

ATTEST:

By: 
Ann Murray, Secretary

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

Lot "A" in Dunbar Builders' Consolidation of lots 7, 8 and 9 in Block 5 in Merrill Ladd's Addition to Evanston in Section 30, Township 41 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as 828 Oakton Street, Evanston, Illinois

Property Index Numbers:

11-30-103-022-1001	11-30-103-022-1016
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