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Prepared by and when recorded
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KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 10/28/2016 03:08 PM PG: 1 OF 14

RECORDER'S STAMP

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE ALBANY CONDOMINIUM

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE ALBANY CONDOMINIUM (this "Amendment") is made and entered into as of the ___ day of October, 2016 by the Board of Directors of THE ALBANY CONDOMINIUM ASSOCIATION.

RECITALS:

WHEREAS, pursuant to the terms of that certain Declaration of Condominium Ownership and of Easements, Covenants and Restrictions for the Albany Condominium dated as of September 6, 1978, and recorded in the office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 24622945 (the "Declaration"), Declarant (as defined in the Declaration) subjected certain property legally described on Exhibit A attached hereto and located at 6218-20 North Francisco, Chicago, Illinois to the provisions of the Condominium Property Act of the State of Illinois (765 ILCS 605/1 *et seq.*) (the "Act"). Capitalized terms not expressly defined herein shall have the meaning ascribed to such terms in the Declaration;

WHEREAS, Unit Owner's owning in excess of two-thirds (2/3rds) of the aggregate undivided interests desire to amend the Declaration in the manner more particularly described herein.

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NOW THEREFORE, the Declaration is hereby amended as follows:

1. Section 8 of the Declaration is amended by adding the following paragraph:

Notwithstanding anything contained in the Declaration to the contrary, the parking spaces and storage spaces located on the Property are Limited Common Elements appurtenant to the Units as follows:

<u>Unit</u>	<u>Parking Space</u>	<u>Storage Space*</u>
1-N	North Garage, south space	2
2-N	North Garage, middle space	4
3-N	South Garage, north space	3
1-S	South Garage, middle space	1
2-S	South Garage, south space	5
3-S	North Garage, north space	6

* Storage Spaces are located on the south basement wall and are numbered 1 through 6, with Storage Space 1 being the easternmost Storage Space and Storage Space 6 being the westernmost Storage Space.

Each deed and mortgage affecting such Unit shall include the perpetual and exclusive use of the specific parking space and storage space Limited Common Element(s) so allocated and appurtenant thereto. Any such deed and mortgage purporting to affect a Unit without also including a reference to the parking space and storage space Limited Common Element(s) appurtenant thereto shall be deemed and taken to include such Common Element(s) and the perpetual and exclusive use thereof even though not expressly mentioned or described therein. In no event shall any Unit Owner lease any parking space or storage space Limited Common Element, provided, however, the Board shall have such right to lease any such vacant Limited Common Elements and applying the rental proceeds toward the payment of delinquent Assessments of the Unit Owner of the Unit to which such Limited Common Elements are appurtenant.

2. Section 13 of the Declaration is hereby amended by adding the following language at the end of such Section 13:

The Board from time to time shall review all insurance coverage procured by the Association to determine (i) if such coverage complies with any insurance requirements set forth in the Act, as amended from time to time, and (ii) whether such coverage is consistent with insurance coverages obtained by condominium associations similar to the Association. Nothing contained in Section 13 of the Declaration shall prohibit the Board, exercising its reasonable discretion, from obtaining insurance coverage in excess of the coverage specified in Section 13 of the Declaration.

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3. Section 15 of the Declaration is hereby amended by deleting the second full grammatical paragraph in its entirety

4. Section 18.B of the Declaration is hereby deleted in its entirety and the following shall be substituted in lieu thereof

B. Leases.

Any lease of a Unit shall be subject to the following:

Each Unit Owner shall have the right to lease such Owner's Unit, subject to the approval of the Board, in its sole discretion, and the following restrictions:

(i) Not more than one (1) Unit may be leased at any time; provided, however, the Board in its sole discretion shall have the right to allow the lease of one (1) or more additional Units in the case of hardship, as determined by the Board in its sole discretion;

(ii) No lease shall provide for a lease term less than twelve (12) months; provided, however, so long as no other Unit Owner has a pending request to the Board to lease such other Owner's Unit, the Board may consent to a lease extension not to exceed twelve (12) months. Any such request to extend the term of any existing lease shall be subject to the Unit Owner's providing updates of the information described in Section 18.B(ii) below;

(iii) A Unit Owner desiring to lease such Unit Owner's Unit shall provide written notice to the Board of such Unit Owner's intention to lease the Unit not less than thirty (30) days prior to the contemplated commencement date of the lease. Not less than two (2) weeks prior to the contemplated commencement date, the requesting Unit Owner shall furnish information regarding such tenant's financial condition, job status and prior residency and such other information as may be reasonably requested by the Board, including, without limitation a credit check and criminal background check. A Unit Owner leasing such Unit Owner's Unit shall provide a copy of the executed lease not later than the date the tenant commences occupancy of such Unit;

(iv) Any violation by a tenant or occupant of any of the terms of this Declaration and all rules and regulations imposed by the Board from time to time shall subject the Unit Owner to such fines and penalties as are reasonably determined by the Board from time to time, including, without limitation, the termination of the Lease. Each lease shall provide that (i) the tenants and occupants thereunder shall be subject to the terms of this Declaration and all rules and regulations imposed by the Board from time to time, including, without limitation, all smoking restrictions set forth in the Declaration; and (ii) any violation of this Declaration and any such rules and regulations may result in the termination of the lease and such tenant's or occupant's right to occupy the Unit;

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(v) A leased Unit may be occupied solely by the approved tenant or tenants under the lease and such tenant's or tenants' parents, siblings, children or other lineal decedents.

(vi) Any Unit leased shall not be occupied by more than two (2) persons per bedroom;

(vii) Any lease entered into in violation of this Section 18.B shall be deemed null and void; and

(viii) In the event the Board shall agree to waive one or more of the foregoing conditions, no such waiver shall be deemed a future waiver of such conditions or a modification of the Declaration.

The Board shall have the right to promulgate such additional rules and regulations governing the leasing of Units as the Board shall deem appropriate in its reasonable discretion.

5. Section 22 of the Declaration is hereby amended by deleting the first sentence thereof and substituting the following in lieu thereof:

Unit Owners owning at least five (5) Units at a meeting duly called for such purpose, may elect to sell the Property as a whole.

6. Section 25 of the Declaration is hereby amended by adding the following sentence after the last sentence of such Section 25:

Additionally, any notice required to be sent to an Owner under the provisions of the Act or this Declaration may be delivered via electronic delivery to each Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted.

7. Additional Provisions. The Declaration is hereby amended to add the following provisions:

a. Prohibition on Smoking. Notwithstanding anything contained in the Declaration to the contrary, smoking shall be prohibited on the Property, including without limitation, the Building (i.e., all Units and any indoor and outdoor Common Elements and Limited Common Elements). No Unit Owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, or family member anywhere on the Property. Smoking in violation of this rule shall constitute a nuisance pursuant to the terms and provisions of the Declaration. As used herein, "smoking" shall mean the inhaling, exhaling or breathing of any lighted cigarette, cigar, pipe, e-cigarette or other paraphernalia containing any amount of tobacco or other heated or lit product.

b. Right to Display Flags. Each Unit Owner shall have the right to display the American flag or a military flag, or both, on or within the limited common areas and Unit of such Unit Owner or on the immediately adjacent exterior of the Building in which the

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Unit is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the Limited Common Elements of a unit owner or on the immediately adjacent exterior of the Building, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used herein, the term "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. As used herein, "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. Notwithstanding the foregoing, neither the term "American flag" nor the term "military flag" shall include a depiction or emblem of an American flag or military flag, as the case may be, made of lights, paint, roofing siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

8. Article I, Section 8(a) of the By-Laws is amended by deleting the phrase "two-thirds of the votes of Unit Owners" and inserting the phrase "not less than Owners of five (5) of the Units" in lieu thereof:

9. Article I, Section 8 of the By-Laws is hereby amended by adding the following paragraph:

(c) Owners may vote in accordance with this Article I (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means as defined in Section 2 of the Act. Instructions regarding the use of electronic means for voting shall be distributed to all Owners not less than 10 days before the meeting.

10. Article II, Section 1 of the By-Laws is hereby deleted and the following shall be substituted in lieu thereof:

The affairs of the Association and the direction and administration of the Property shall be vested in the Board, which shall consist of three (3) persons ("Directors"). The Board shall have all of the powers granted to it under the Act, the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois. The Directors shall hold office for one (1) year terms. Members of the Board may succeed themselves.

11. Article II, Section 8 of the By-Laws is hereby amended by adding the following subparagraph:

(k) impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and levy

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reasonable fines for violation of this Declaration and rules and regulations of the Association.

12. Article IV, Section 6 of the By-Laws is hereby deleted in its entirety and the following shall be substituted in lieu thereof:

Expenditures. Except for expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not (i) approve any expenditure in excess of \$1,500.00, unless required for emergency repairs, protection or operation of the Common Elements or Limited Common Elements, nor (ii) enter into any contract for more than two (2) years without the prior approval of two-thirds of the total ownership of the Common Elements. As used herein, "emergency" means immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of any Unit Owner. Notwithstanding the foregoing, the Board shall have the authority from time to time to increase the \$1,500.00 limit without amendment to this Declaration so long as such increase is approved by two-thirds of the total ownership of the Common Elements.

13. Article IV of the By-Laws is amended by adding the following paragraph:

Delinquent Assessments/Foreclosure. The purchaser of a Unit at a judicial foreclosure sale, other than a mortgagee, who takes possession of a Unit pursuant to a court order or a purchaser who acquires title from a mortgagee shall have the duty to pay the Assessments for the Unit which would have become due in the absence of any Assessment acceleration during the 6 months immediately preceding institution of an action to enforce the collection of Assessments, and which remain unpaid by the Owner during whose possession the Assessments accrued. If the outstanding Assessments are paid at any time during any action to enforce the collection of Assessments, the purchaser shall have no obligation to pay any assessments which accrued before he or she acquired title.

14. Article VIII of the By-Laws is deleted in its entirety and the following shall be substituted in lieu thereof:

Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers, except for any acts or omissions finally adjudged by a court to constitute gross negligence or fraud. The Unit Owners (including the members of the Board and the officers of the Association in their capacity as Unit Owners) shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers of the Association, unless any such contract or act shall have been finally adjudged by a court to have been made fraudulently or with gross negligence. It

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is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer, provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board or officers of the Association, shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Board on behalf of the Unit Owners shall be deemed to provide that the members of the Board are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

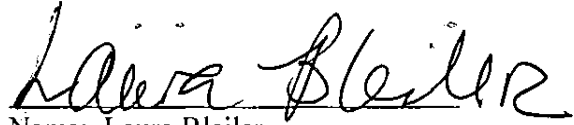
15. Unit Owners owning in excess of two-thirds (2/3rds) of the aggregate percentage interests in Common Elements voted to amend the Declaration as set forth herein.

16. All references in the Declaration to the Declaration shall mean the Declaration as amended hereby. Except as otherwise expressly amended by this Amendment, the Declaration shall remain in full force and effect.

[Signature Page To Follow]

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IN WITNESS WHEREOF, the undersigned Board of Directors have caused this instrument to be executed as of the date first above written.



Name: Laura Bleiler

Name: Steven Krauss

Name: Rosalie Piazza

The undersigned Secretary of the Association hereby certifies that Owners owning not less than five (5) Units have approved the foregoing Amendment at a meeting of the Association duly called for such purpose.

Name: Rosalie Piazza, Secretary

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned Board of Directors have caused this instrument to be executed as of the date first above written.

Name: Laura Bleiler



Name: Steven Krauss

Name: Rosalie Piazza

The undersigned Secretary of the Association hereby certifies that Owners owning not less than five (5) Units have approved the foregoing Amendment at a meeting of the Association duly called for such purpose.

Name: Rosalie Piazza, Secretary

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IN WITNESS WHEREOF, the undersigned Board of Directors have caused this instrument to be executed as of the date first above written.


Name: Laura Bleiler

Name: Steven Krauss



Name: Rosalie Piazza

The undersigned Secretary of the Association hereby certifies that Owners owning not less than five (5) Units have approved the foregoing Amendment at a meeting of the Association duly called for such purpose.



Name: Rosalie Piazza, Secretary

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CHRISTINE FOH, a Notary Public in and for County and State aforesaid, do hereby certify that Laura Bleiler, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Director of The Albany Condominium Association, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of October, 2016.

Christine A. Foh
Notary Public

My Commission Expires: 12/8/2019



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for County and State aforesaid, do hereby certify that Steven Krauss, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Director of The Albany Condominium Association, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of October, 2016.

Notary Public

My Commission Expires: _____

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STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for County and State aforesaid, do hereby certify that Laura Bleiler, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Director of The Albany Condominium Association, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of October, 2016.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, Mustafa Fneiche, a Notary Public in and for County and State aforesaid, do hereby certify that Steven Krauss, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Director of The Albany Condominium Association, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of October, 2016.



Notary Public

My Commission Expires: 06/11/2017

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

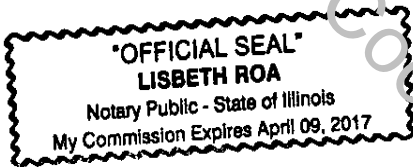
SS.

I, Lisbeth Roa, a Notary Public in and for County and State aforesaid, do hereby certify that Rosalie Piazza, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Director and Secretary of The Albany Condominium Association, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12 day of October, 2016.

Lisbeth Roa
Notary Public

My Commission Expires: 04/09/17



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EXHIBIT A

LEGAL DESCRIPTION

UNIT NUMBERS 1-N, 2-N, 3-N, 1-S, 2-S AND 3-S IN ALBANY CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOTS 11 AND 12 IN BLOCK 6 IN THOMAS J. GRADY'S 6TH GREEN BRIAR ADDITION TO THE NORTH EDGEWATER, A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 24622945; TOGETHER WITH ITS PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

TAX PARCEL NOS.: 13-01-113-039-1001; 13-01-113-039--1002; 13-01-113-039-1003;
13-01-113-039--1004; 13-01-113-039-1005; 13-01-113-039-1006;

ADDRESSES: 6218-20 N. Francisco, Chicago, Illinois