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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/23/2017 11:26 AM PG: 1 OF 8

**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM OWNERSHIP
PURSUANT TO THE ILLINOIS
CONDOMINIUM PROPERTY
ACT FOR THE
4721 N. MALDEN
CONDOMINIUM ASSOCIATION**

For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership Pursuant to the Illinois Condominium Property Act (hereafter the "Declaration") for 4721 N. Malden Condominium Association (hereafter the "Association") which Declaration was recorded as Document Number 0625512111 in the Office of the Recorder of Deeds of Cook County, Illinois, as amended from time to time, and covers the property (hereafter the "Property") legally described in Exhibit A, which is attached hereto and made a part hereof.

WHEREAS, pursuant to Paragraph 17 of the Declaration, the Declaration may be altered or amended by an instrument in writing signed and acknowledged by the President or Vice President, and approved by the Unit Owners having no less than two-thirds (2/3) of the vote, at a meeting called for such purpose. This Section also provides that a copy of the Amendment must be mailed by Certified Mail to all First Mortgagees of the individual Units.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

WHEREAS, the Board of Directors and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

WHEREAS, the following amendment has been approved by the Unit Owners having no less

**This document prepared by and after
recording to be returned to:**

KERRY T. BARTELL, Attorney at Law
Kovitz Shifrin Nesbit

175 North Archer Avenue

Mundelein, IL 60060 — (847) 537-0500

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than two-thirds (2/3) of the total vote at a meeting called for such purpose, which approvals are attached hereto and made a part hereof; and

WHEREAS, an officer of the Association has attested to said Owner approval by execution of Exhibit B attached hereto and made a part hereof.

WHEREAS, a copy of this Amendment was mailed by Certified Mail to all First Mortgagees of the individual units, as evidenced by the Certification attached hereto as Exhibit C.

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

1. Paragraph 7 of the Declaration is hereby amended by adding the following:

H. Leasing of Units. Effective as of the recording date of this Amendment, and notwithstanding anything to the contrary contained in this Declaration, the rental or leasing of Units is limited to a total of three (3) units at any given time, and all other units shall be owner occupied, subject to the following provisions:

1. Any lease shall be in writing and shall provide that such lease shall be subject to the terms of the Declaration and rules and regulations of the Association and that any failure of the lessee to comply with the terms of the Declaration and the rules and regulations shall be a default under the lease. The lessee shall be bound by the provisions of the Declaration, regardless of whether the lease specifically refers to the Declaration. The term "leasing of units" includes a transaction wherein the title holder of a unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term "leasing of units" shall include any transaction wherein possession of a unit is provided prior to transfer of title.

2. Unit owners with leases in effect as of the recording date of this Amendment (hereinafter referred to as pre-amendment lessors) may continue to lease their units until the current tenant vacates the Unit. All such pre-amendment lessors must have been given prior written notice of said existing leases to the Association and have a copy of the Lease on file with the Association. With respect to all other Owners, including Owners not currently leasing as of the effective date of this Amendment, the following provisions shall apply:

(a) Any Unit Owner who desires to lease out their Unit must notify the Board, no less than thirty (30) days prior to entering into a lease agreement and their name will be added to a waiting list to be maintained by the Board or the managing agent.

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(b) Whenever three (3) of the Units at the Association are being leased, no other Units may be leased except as set forth below.

(c) At such time as three (3) of the Units in the Association are being leased, the name on the waiting list for the longest amount of time shall have the first opportunity to lease their Unit. That Unit Owner will be given thirty (30) days to indicate whether they intend to lease out their Unit. That Unit Owner will then have an additional sixty (60) days to present a signed lease to the Board, otherwise the right to lease shall pass to the next Unit Owner on the waiting list. The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein.

3. Unit Owners are permitted to lease their unit to an Immediate Family Member, defined as a parent, grandparent, child, grandchild, or sibling of a unit owner, regardless of whether or not there is a written memorandum. Such occupancy of a Unit by an Immediate Family Member shall not be subject to the three (3) Unit cap. However, the Board must be provided with a written lease or statement of terms with regard to the occupancy of the Unit by an Immediate Family Member, and the Board shall have the right to approve said arrangement to make sure that it complies with the obligations contained herein. The Board shall also have the authority to require proof of familial relationship from the unit owner, to include a birth certificate or other official documentation.

4. The Board of the Association shall have the right to lease any Association owned Units or any Unit of which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

5. Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board may be subject to a flat or daily fine to be determined by the Board upon notice and an opportunity to be heard.

6. In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

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7. Any action brought on behalf of the Association and/or the Board to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

8. All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

2. Paragraph 9 (e) of the Declaration shall be amended to include the following language:

Each Unit Owner shall be responsible for any and all damage to other Units or the Common Elements that is caused by said Owner's Unit, regardless of the negligent or willful conduct or inaction of Owner. Each Owner shall maintain liability insurance to cover such losses or claims.

3. Paragraph 11 (f) shall be amended to include the following language:

Notwithstanding the above, no Owner shall keep or raise more than a total of two (2) pets in the Unit at any time, nor shall any pet weight in excess of thirty-five (35) pounds. These restrictions shall include visiting pets.

4. This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

5. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 24th DAY OF October, 2016.
4721 N. MALDEN CONDOMINIUM ASSOCIATION

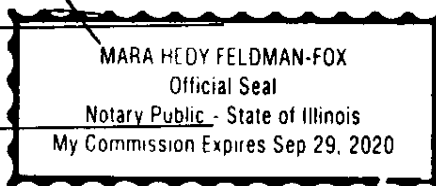
By: Mariamah Khan
Its President

Subscribed and Sworn to before me this

24th day of October, 2016

[Signature]
Notary Public

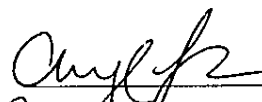
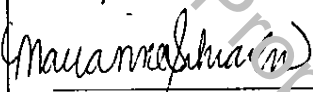




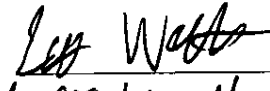
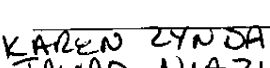
My Commission Expires:



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PETITION TO APPROVE AMENDING THE DECLARATION FOR THE 4721 NORTH MALDEN CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration for the
4721 North Malden Condominium Association

NAME	ADDRESS	MORTGAGE COMPANY, IF APPLICABLE ***
 (signature) Cheryl Eberok (print name)	4721 North Malden, unit <u>1N</u> Chicago, IL DATE: <u>10/24/16</u>	Stonegate Loan No. <u>0000380511</u>
 (signature) Marianne Schrader (print name)	4721 North Malden, unit <u>6N</u> Chicago, IL DATE: <u>10/24/16</u>	Chase PO Box 78420 Phoenix, AZ 85062-8420 Loan No. <u>1443228656</u>
 (signature) Alexander Nicholas (print name)	4721 North Malden, unit <u>3S</u> Chicago, IL DATE: <u>10/24/16</u>	Midwest Community Bank Loan No. <u>540622545</u>
 (signature) Catello Trust (print name)	4721 North Malden, unit <u>1S</u> Chicago, IL DATE: <u>10/24/16</u>	N/A Loan No.
 (signature) John P. Proctor (print name)	4721 North Malden, unit <u>2N</u> Chicago, IL DATE: <u>10/24/16</u>	The BANK of Edwardsville Loan No. <u>1049069945</u>
 (signature) Sara Cash (print name)	4721 North Malden, unit <u>2S</u> Chicago, IL DATE: <u>10/24/16</u>	Wells Fargo Home Mortgage Loan No. <u>0301250134</u>
 (signature) Lucas Wendt (print name)	4721 North Malden, unit <u>6S</u> Chicago, IL DATE: <u>10/31/16</u>	Quicken Loans Loan No. <u>3355673253</u>
 (signature) KAREN ZYNDA JAWAD NIAZI (print name)	4721 North Malden, unit <u>3N</u> Chicago, IL DATE:	First Nat'l Bank of Muscatine Loan No. <u>1088566</u>

*** The Association is required, pursuant to the terms of the Declaration, to send this Amendment to all mortgagees.

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EXHIBIT A

LEGAL DESCRIPTION

ALL UNITS IN THE 4721 NORTH MALDEN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 137 IN SHERIDAN DRIVE SUBDIVISION, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0625512111 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY ILLINOIS.

Common Address: 4721 N. Malden Street
Chicago, IL 60640

Permanent Index No.: 14-17-104-034-1001

Though and including: 14-17-104-034-1008

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EXHIBIT B

Certification as to Owner Approval

I, Cheryl Esbrook, do hereby certify that I am the duly elected and qualified Secretary for 4721 N. Malden Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for 4721 N. Malden Condominium Association, was duly approved by the Unit Owners having, in the aggregate, at least two-thirds (2/3) of the total vote at a meeting called on Oct 24th, 2016, in accordance with the provisions of Paragraph 17 of the Declaration.

[Signature]
Secretary

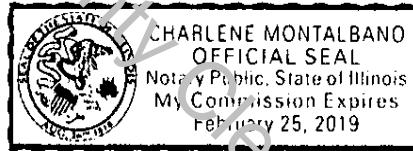
Subscribed and Sworn to before me this

16 day of February, 2017.

Charlene Montalbano

Notary Public

My Commission Expires: 2/25/19



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EXHIBIT C

Certification as to Mortgagee Notification

I, Cheryl Esbrook, do hereby certify that I am the duly elected and qualified Secretary for 4721 N. Malden Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for 4721 N. Malden Condominium Association, was mailed to all Mortgagees having bona fide liens of record no less than ten (10) days prior to the date of this affidavit.

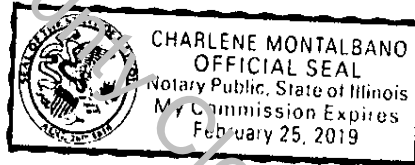
Cheryl Esbrook
Secretary

Subscribed and Sworn to before me this

16 day of February, 2017.

Charlene Montalbano
Notary Public

My Commission Expires: 2/25/19



Property of Cook County Clerk's Office