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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/06/2017 04:08 PM PG: 1 OF 18

(FOR USE OF RECORDERS)

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR BARRY BY THE LAKE CONDOMINIUMS

WHEREAS, the real property legally described on Exhibit A was submitted to the provisions of the Illinois Condominium Property Act (“the Act”) pursuant to the Declaration of Condominium Ownership for Barry by the Lake Condominiums recorded on March 31, 2005, as Document No. 0509022245 in the Office of the Recorder of Deeds, Cook County, Illinois (hereinafter “the Declaration”);

WHEREAS, the Declaration was amended pursuant to the First Amendment to the Declaration and By-Laws of Barry by the Lake Condominiums recorded on April 20, 2007, as Document No. 0711018022 in the Office of the Recorder of Deeds, Cook County, Illinois (hereinafter “the First Amendment”);

WHEREAS, in order to, among other things, preserve the value of the Units, to enhance the ability of the Residential Unit Owners to obtain, or refinance, loans for the Residential Units, to provide for more comprehensive procedures with respect to the leasing of Residential Units and to set definitive requirements with respect to the leases of Residential Units, the Board of Managers (“the Board”) of the Barry by the Lake Condominium Association (“the Association”) and the Unit Owners desire to amend the Declaration on the terms and conditions set forth herein;

WHEREAS, for the reasons set forth in the preceding recital and to increase the number of Residential Units that may be leased, the Board and the Unit Owners are desirous of rescinding the First Amendment and adopting this Second Amendment to the Declaration of Condominium Ownership for Barry by the Lake Condominiums (“the Second Amendment”);

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WHEREAS, Article XIII, Section 11 of the Declaration states that except as provided in Section 27(b) of the Act or in Article XII of the Declaration, the provisions of Article II, Sections 1 and 2 of Article III, Section 7 of Article IX and Section 11 of Article XIII may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, and signed and acknowledged by the President and Secretary of the Board, all of the Unit Owners and all First Mortgagees. Other provisions of this Declaration excepting those affected by Article XIII, Section 4, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged either (i) by Unit Owners representing at least two-thirds of the total percentage interest in the common elements, or (ii) by the President and Secretary of the Board, and certifying that the Unit Owners having at least two-thirds ($\frac{2}{3}$) of the total votes (*i.e.*, having two-thirds ($\frac{2}{3}$) of the total percentage interests in the Common Elements) have approved such amendment at a meeting of the Association duly called for such purpose; and

WHEREAS, at a meeting called for the purpose of voting on the Second Amendment, the Unit Owners having at least two-thirds ($\frac{2}{3}$) of the total votes (*i.e.*, having two-thirds ($\frac{2}{3}$) of the total percentage interests in the Common Elements) have approved the rescission of the First Amendment to the Declaration and have approved this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the Board and the Unit Owners declare as follows:

1. The First Amendment is rescinded in its entirety and upon recordation of this Second Amendment, the First Amendment shall be of no force and effect. Upon adoption of this Second Amendment, the Board may cause to be recorded in the Office of the Cook County Recorder of Deeds a separate document stating that the First Amendment has been rescinded.
2. Article VI, Section 16, of the Declaration is deleted in its entirety and replaced with the following Article VI A:

ARTICLE VI A

LEASING OF UNITS

1. Restrictions on Percentage of Residential Units That May Be Leased
 - a. Maximum Number of Leased Residential Units (Excluding Hardship Waivers). Excluding Residential Units leased pursuant to a Hardship Waiver as provided for herein, the maximum number of Residential Units at the Property that, at any one time, may be leased, or occupied by a person or persons other than the Residential Unit Owner and an Immediate Family Member, shall not exceed twelve (12) Residential Units.
 - b. Hard Cap on Number of Leased Residential Units. In order to make accommodations for a Residential Unit Owner who experiences a hardship, the total number of Residential Units that, at any one time, may be leased or occupied

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by a person or persons other than the Residential Unit Owner or an Immediate Family Member, plus any Residential Units leased or occupied pursuant to a Hardship Waiver, shall not exceed a maximum of fifteen (15) Residential Units.

2. Parking Units. A Parking Unit may be leased separately or in connection with a permitted lease of a Residential Unit. The lease of a Parking Unit is subject to the requirements of Section 12, except Subsections (b) and (g).

3. Request to Lease Residential Unit. In the event that a Residential Unit Owner wishes to lease his or her Residential Unit, the Residential Unit Owner shall submit a written request to lease to the Board ("Request to Lease").

- a. Response to Request to Lease. Within ten (10) business days following receipt of a Request to Lease, the Board shall notify the Residential Unit Owner whether the lease of the Residential Unit would result in more than twelve (12) Residential Units being leased.
- b. If the proposed lease of the Residential Unit would result in more than twelve (12) Residential Units being leased or occupied by a person or persons other than the Residential Unit Owner or an Immediate Family Member (excluding Residential Units leased pursuant to a Hardship Waiver), the Board shall notify, in writing, the Residential Unit Owner that the Residential Unit Owner shall not be permitted to lease his or her Residential Unit. In the event the Residential Unit Owner is unable to lease his or her Residential Unit because the proposed lease of the Residential Unit would result in more than twelve (12) Residential Units being leased, the Residential Unit Owner may request that his or her name be added to the Wait List pursuant to Section 6 below.
- c. If the lease of the Residential Unit would result in twelve (12) Residential Units or less of the Residential Units being leased or occupied by a person or persons other than the Residential Unit Owner or an Immediate Family Member (excluding Residential Units leased pursuant to a Hardship Waiver), the Board shall notify, in writing, the Residential Unit Owner that the Residential Unit Owner shall be permitted to lease his or her Residential Unit, subject to the provisions set forth in Section 4.
- d. Compliance with Condominium Instruments and Rules Required. If, at the time that a Request to Lease Residential Unit is submitted to the Board, a Residential Unit Owner is in violation of any provision of the Condominium Instruments or the Rules or is delinquent in the payment of assessments or other lawful charges assessed against the Residential Unit Owner, the Residential Unit Owner will not be eligible to lease his or her Residential Unit.

4. Procedures Regarding Leasing of Residential Units. The following shall apply once a Residential Unit Owner is eligible to lease his or her Residential Unit, regardless of whether such eligibility is because (i) the lease of the Residential Unit will not result more than

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twelve (12) Residential Units being leased (excluding Residential Units leased pursuant to a Hardship Waiver), (ii) the Residential Unit Owner's place on the Wait List makes the Residential Unit Owner eligible to lease or (iii) the Residential Unit Owner has been granted a Hardship Waiver pursuant to Section 9 hereof.

- a. Upon being notified by the Board that the Residential Unit Owner is eligible to Lease his or her Residential Unit, the Residential Unit Owner shall, within thirty (30) days from the date of notification by the Board give written notice to the Board whether or not the Residential Unit Owner intends to lease his or her Residential Unit.
 - i. Within ninety (90) days from the date on which the Board notifies the Residential Unit Owner that he or she is eligible to lease his or her Residential Unit:
 - (a) The Residential Unit Owner and his or her tenant must enter into a written lease that complies with the requirements of this Second Amendment; and
 - (b) The term of the lease of the Residential Unit must commence.
 - ii. The right of the Residential Unit Owner to lease his or her Residential Unit shall terminate:
 - (a) If, within thirty (30) days from the date of notification from the Board, the Residential Unit Owner fails to give written notice to the Board that the Residential Unit Owner intends to lease his or her Residential Unit; or
 - (b) The Residential Unit Owner fails to comply with subsection i above.
 - b. Right to Lease Terminates If Lease Not Continuous. In the event that a Residential Unit has been leased pursuant this Section 4 and the Residential Unit is not leased pursuant to a written lease for a period of thirty (30) consecutive days, the right of the Residential Unit Owner to lease his or her Residential Unit shall terminate and the Residential Unit shall be subject to the limitations set forth in Section 1 hereof.
5. Five (5) Year Duration of Eligible Leasing Period of Residential Unit.
- a. Once a Residential Unit Owner becomes eligible to lease his or her Residential Unit (other than leasing as a result of a Hardship Waiver), the Residential Unit Owner may lease his or her Residential Unit for a maximum period of five (5) years from the date on which occupancy commences pursuant to the lease on file with the Board.

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- b. In the event that a Residential Unit Owner has leased his or her Residential Unit pursuant to a Hardship Waiver that was granted within the five (5) year period preceding the date on which the Residential Unit Owner becomes eligible to lease the Residential Unit, the duration of the eligible leasing period shall be reduced by one day for each day that the Residential Unit has been leased pursuant to a Hardship Waiver during said five (5) year period. By way of example, if during the five (5) year period, the Residential Unit was leased for a year under a Hardship Waiver, the period of eligibility to lease will be reduced by a year from five (5) years to four (4) years.
- c. Extension of Deadlines. The Board may, on a case by case basis and in the Board's sole discretion, extend any of the deadlines set forth in this Section 5 for a period not to exceed six (6) months. A Residential Unit Owner seeking an extension shall make written application to the Board not less than six (6) months before the expiration of the Residential Unit Owner's right to lease, as determined by subsection (a) of this Section 5.
6. Wait List. A Wait List shall be kept and maintained by the Board for a Residential Unit Owner who wish to lease his or her Residential Unit but are not eligible to do so.
- a. The Wait List shall only be kept and maintained in the event that twelve (12) Residential Units are being leased (excluding Residential Units leased pursuant to a Hardship Waiver).
- b. The Wait List shall be kept and maintained on a "first-come, first serve" basis.
- c. Any request to be included on the Wait List must be in writing and may be submitted to the Board via electronic means, as defined in the Act.
- d. In the event that a Residential Unit Owner is granted a Hardship Waiver, as provided in Section 9 hereof, the Residential Unit Owner shall maintain his or her place on the Wait List.
- e. If a Residential Unit Owner who is on the Wait List becomes eligible to lease his or her Residential Unit and the Residential Unit Owner is in violation of any provision of the Condominium Instruments or the Rules or is delinquent in the payment of assessments or other lawful charges assessed against the Residential Unit Owner, the next Residential Unit Owner on the Wait List will be offered the opportunity to lease his or her Residential Unit. The Residential Unit Owner who is in violation of any provision of the Condominium Instruments or the Rules or is delinquent in the payment of assessments or other lawful charges assessed against the Residential Unit Owner will maintain his or her place on the Wait List. In the event that a Residential Unit Owner who becomes eligible to lease declines the opportunity to lease his or her Residential Unit, the Residential Unit Owner will maintain his or her place on the Wait List.

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- f. Any Residential Unit Owner on the Wait List in existence as of the effective date of the Second Amendment shall maintain the same place on the Wait List established pursuant to this Section 6.
- g. The Board may, from time to time, adopt rules, including forms, relating to the Wait List.
- h. Any right that a Residential Unit Owner has with respect to the Wait List is not transferable to any other Unit Owner or to a subsequent owner of the Residential Unit.
- i. In the event that a Residential Unit is sold, the Residential Unit Owner will be removed from the Wait List.
7. Special Provisions Relating to Existing Leases (“Grandfather Provision”).
- a. Expiration of Right to Lease Under an Existing Lease. The right of a Residential Unit Owner whose Residential Unit is being leased pursuant to an Existing Lease, as defined in Section 14 hereof, shall expire five (5) years after the date of the expiration of the Existing Lease which is in existence on the effective date of this Second Amendment. By way of example, if the effective date of this Second Amendment is October 1, 2017 and an Existing Lease expires on January 31, 2018, the Residential Unit Owner may lease his or her Residential Unit through January 31, 2023.
- b. Expiration of Right to Lease Under Existing Lease Upon Sale. In the event that a Residential Unit which is being leased pursuant this Section 7 is sold or transferred, the right to lease the Residential Unit Owner shall not be transferable to the purchaser or transferee and said right to lease shall terminate.
- c. Right to Lease Under Existing Lease Terminates If Lease Not Continuous. In the event that a Residential Unit has been leased pursuant this Section 7 and the Residential Unit is not leased pursuant to a written lease for a period of thirty (30) consecutive days, the right of the Residential Unit Owner to lease his or her Residential Unit shall terminate and the Residential Unit shall be subject to the limitations set forth in Section 1 hereof.
- d. Upon expiration of the right of a Residential Unit Owner whose Residential Unit is being leased pursuant to an Existing Lease, the Residential Unit shall be subject to the provisions of this Second Amendment.
- e. Extension of Deadlines. The Board may, on a case by case basis, and in the Board’s sole discretion, extend any of the deadlines set forth in this Section 7 for a period not to exceed six (6) months.
- f. Time for Request for Extension. In the event that a proposed lease will extend

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beyond the five (5) year period set forth in this Section 7, a Residential Unit Owner may seek an extension of the five (5) year period by making timely written application to the Board. The application shall set forth the reason or reasons why an extension is necessary. In order for an application for extension to be timely, the application shall be made before the Residential Unit Owner enters into a lease where the proposed term will end after expiration of the five (5) year period set forth in this Section 7. Failure to make request a timely application for extension shall be grounds for denial of any request for an extension.

8. Special Provisions Relating to Exclusive Occupancy of Residential Unit by an Immediate Family Member.

- a. A Residential Unit may be occupied exclusively by an Immediate Family Member, together with his or her Domestic Partner, if applicable, and a Residential Unit so occupied shall not be deemed to be a lease of a Residential Unit.
- b. In the event that a Residential Unit Owner intends that his or her Residential Unit will be occupied by an Immediate Family Member, the Residential Unit Owner shall provide written notice of such intended occupancy to the Board not less than thirty (30) days prior to the commencement of such occupancy by an Immediate Family Member. Said written notice shall, at a minimum, provide (i) the names of all Immediate Family Members who will occupy the Residential Unit, (ii) contact information for the Occupants, (iii) the relationship of the Occupants to the Unit Owner, and (iv) the commencement date of the occupancy by the Immediate Family Member.
- c. In the event that a person or persons other than an Immediate Family Member and his or her Domestic Partner resides in the Residential Unit, then such occupancy shall be deemed to be a lease of a Residential Unit and shall be subject to limitations in Section 1 above.
- d. The Board, in its discretion, may require the Residential Unit Owner to provide documentation to establish that any proposed Occupant is an immediate Family Member.
- e. The following shall be applicable to all occupancies by an Immediate Family Member:
 - i. Not less than the entire Unit shall be occupied or used by an Immediate Family Member.
 - ii. All occupancies by an Immediate Family Member are subject to the Act, the Condominium Instruments and the Rules.
 - iii. Each Occupant shall be liable for any violation or breach of the Act, the

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Condominium Instruments or the Rules or for any damage caused by an act or omission of the Occupant, the Occupant's guests or invitees or any other person using or occupying the Residential Unit with the consent of the Occupant.

- iv. In the event that any Occupant fails to comply with the Act, the Board may avail itself of such rights and remedies that may be available to it. The Board may, in its discretion, fine both the Occupant and the Residential Unit Owner and each shall be jointly and severally liable for any such fines imposed.
- v. Submission of False Documentation. In the event that a Residential Unit Owner or Occupant submits any false or fraudulent document to the Board in connection with the occupancy of a Residential Unit by an Immediate Family Member, the Board shall have the right to terminate the lease of the Unit upon five (5) days written notice to the Residential Unit Owner. Notice of termination may also be given to an Immediate Family Member or Occupant of the Unit.
- vi. Liability of Residential Unit Owner for Acts or Omissions of an Immediate Family Member. The Residential Unit Owner who permits occupancy of his or her Residential Unit by an Immediate Family Member shall be jointly and severally liable for any violation or breach of the Condominium Instruments or the Rules or for any damage caused by an act or omission of an Immediate Family Member, any Occupant, guests, invitees or any other person using or occupying the Residential Unit with the consent of an Occupant or the Residential Unit Owner.
- vii. Residential Unit Owner Remains Liable. Occupancy of a Residential Unit by an Immediate Family Member shall not relieve or excuse the Residential Unit Owner from any of the duties or obligations imposed upon the Residential Unit Owner by the Act, the Condominium Instruments or the Rules, including but not limited to any obligation of the Residential Unit Owner to pay regular or special assessments or any other charges that may be imposed by the Board upon the Residential Unit Owner. Any attempt by Residential Unit Owner to avoid such duties or obligations or delegate any such duties or obligations to the lessee shall be null and void.
- viii. On or before the date of occupancy of a Residential Unit by an Immediate Family Member, the Residential Unit Owner shall deliver to the Immediate Family Member a copy of the Condominium Instruments and the Rules. If required by the Board, the an Immediate Family Member shall, on form prescribed by the Board from time to time, sign a receipt acknowledging receipt of the Condominium Instruments and the Rules and agreeing to be bound by the same.

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- f. In the event that there is a question or an issue as to whether or not a person is an Immediate Family Member, the Board, in its discretion, shall determine whether or not any such person qualifies as an Immediate Family Member.
- g. In the event that a Residential Unit Owner seeks to have a member of his or her family, who is not an Immediate Family Member, occupy on an exclusive basis a Residential Unit, without the occupancy being deemed to be a lease, the Residential Unit Owner shall make written application to the Board prior to any such occupancy. Said application shall contain information as to the proposed occupants, the nature of the relationship, the reason for which an exception should be made and such other information as may be required by the Board. The Board may, in its sole discretion, approve or deny said application for occupancy by said member of the Residential Unit Owner's family.
9. Hardship Waiver. In the event that more than twelve (12) of the Residential Units are leased or occupied by a person or persons other than the Residential Unit Owner or an Immediate Family Member, the Residential Unit Owner may request a waiver based upon a hardship.
- a. No more than three (3) Residential Units at the Property may be leased under a Hardship Waiver at any one time.
- b. The Residential Unit Owner must submit a written request for a Hardship Waiver to the Board. The written request shall set forth in detail the basis for the hardship and, where applicable, be supported by appropriate documentation.
- c. A request for a Hardship Waiver will be summarily denied if, as a result of granting of a Hardship Waiver, the total number of Residential Units that are leased or occupied by a person or persons other than the Residential Unit Owner or an Immediate Family Member will exceed fifteen (15) Residential Units.
- d. Within thirty (30) days following the written request, the Board will hold a hearing with respect to the request for a Hardship Waiver. In considering a request for a Hardship Waiver, the Board may consider any relevant factors, including but not by way of limitation, the nature and extent of the claimed hardship, the effect on other Residential Unit Owners, including the ability of other Residential Unit Owners to obtain financing, the cause of the hardship, the harm to the Residential Unit Owner that may occur in the event a Hardship Waiver is not granted, and whether the Unit Owner is in violation of leasing rules or is not in compliance with any duty or obligation imposed upon the Residential Unit Owner by the Act, the Condominium Instruments or the Rules or other policies adopted by the Board from time to time.
- e. One (1) Year Term of Hardship Waiver. If the Board determines that a hardship exists, the Board may grant the Residential Unit Owner a Hardship Waiver for a

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period not to exceed one (1) year and on such terms and conditions as may be determined by the Board.

- f. Extension of Hardship Waiver. In the event a Residential Unit Owner has been granted a Hardship Waiver, a Residential Unit Owner may seek an extension of the Hardship Waiver for one (1) additional year. If a one (1) year extension of the Hardship Waiver is desired, the Residential Unit Owner shall submit a written request for an extension to the Board not less than sixty (60) days before the expiration of the initial hardship period. Any extension of the Hardship Waiver shall be for a period not to exceed one (1) year and on such terms and conditions as may be determined by the Board. The Board may, but is not required to, consider an application for an extension of a Hardship Waiver that is not submitted with the time period set forth in this subsection.
- g. Two-Year Limit on Hardship Waiver. In any continuous five (5) year period, no Residential Unit Owner may rent his or her Residential Unit under a Hardship Waiver, regardless of the reason, for more than two (2) years.
- h. Decision on Hardship Waiver is in Board Discretion. The decision to grant or deny a Hardship Waiver, including any extension thereof, shall be in the sole discretion of the Board and shall be final and binding upon the Residential Unit Owner.
- i. Decision on Hardship Waiver Not Precedential. The decision to grant or deny a Hardship Waiver, including any extension thereof, shall not be deemed to be precedential or binding on the Board with respect to any application for a Hardship Waiver or extension of a Hardship Waiver submitted by the same or any other Residential Unit Owner.
- j. Wait List for Hardship Waivers. The Board may, but is not required to, maintain a Wait List for Hardship Waivers.
10. Association-Owned or Controlled Residential Units. The provisions of this Article VI A shall not apply to any Residential Units owned by the Board or the Association or for which possession has been granted to the Board or the Association pursuant to order of court, agreement with the Residential Unit Owner or otherwise. Any Residential Unit being leased by the Board or the Association shall not be counted as a leased Residential Unit for purposes of Section I hereof.
11. Lease or Use of Residential Units for Hotel, Transient or Vacation Rental Purposes Prohibited. No Residential Unit shall be used or leased for hotel or transient purposes. This prohibition also includes the use or lease of a Residential Unit as a vacation rental or short-term rental or as a shared housing unit or the use or lease of a Residential Unit through vacation rental or short-term rental services, such as Airbnb, HomeAway or Vacation Rental by Owner (VRBO).

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12. General Provisions Applicable to All Leases. Except as provided in Section 2 hereof and in Section 12(o) below, the following provisions are applicable to all leases entered into on and after the effective date of this Second Amendment, including the renewals or extensions of any Existing Leases.

- a. Leases in Writing. All leases shall be in writing.
- b. Parties to Lease. The parties to any lease of a Residential Unit shall be the Residential Unit Owner(s) and all Occupants of the leased Residential Unit over the age of eighteen (18) years of age.
- c. Term of Leases. All leases shall be for a term of not less than one (1) year and not more than two (2) years.
- d. Lease of Less Than Entire Unit Prohibited. Not less than the entire Residential Unit or Parking Unit shall be leased or rented. In addition, a Residential Unit Owner shall not lease any room or other part of the Residential Unit for the exclusive use of any tenant or other occupant of the Residential Unit.
- e. Delivery of Lease to Board. The Unit Owner leasing his or her Unit shall deliver a copy of the signed lease to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.
- f. Association as Third-Party Beneficiary. All leases shall provide that Board or the Association is a third-party beneficiary of the lease and that upon the failure of the lessee to comply with the Condominium Instruments or the Rules, the Board may, after notice and an opportunity to be heard, take such action, including but not limited to the imposition of reasonable fines and termination of the lease, that it deems appropriate or necessary and may avail itself of such further rights and remedies that may be available to it. The Board may, in its discretion, fine both the tenant and the Unit Owner and each shall be jointly and severally liable for any such fines imposed.
- g. Submission of False Documentation. In the event that a Unit Owner, tenant or Occupant submits any false or fraudulent document to the Board in connection with a lease of a Unit, the Board shall have the right to terminate the lease of the Unit upon five (5) days written notice to the Unit Owner. Notice of termination may also be given to the tenant or Occupant of the Unit.
- h. Liability of Unit Owner for Lessee's Acts or Omissions. A Unit Owner who leases his or her Unit shall be jointly and severally liable with the lessee(s) for any violation or breach of the Condominium Instruments or the Rules or for any damage caused by an act or omission of the lessee, the lessee's immediate family residing within the Residential Unit, guests, invitees or any other person using or occupying the Residential Unit with the consent of the lessee.

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- i. Unit Owner Remains Liable. The Unit Owner shall remain liable for any duties or obligations imposed upon the Unit Owner by the Act, the Condominium Instruments or the Rules. No lease shall relieve or excuse the Unit Owner from any of the duties or obligations imposed upon the Unit Owner by the Act, the Condominium Instruments or the Rules, including but not limited to any obligation of the Unit Owner to pay regular or special assessments or any other charges that may be imposed by the Board upon the Unit Owner. Any attempt by Unit Owner to avoid such duties or obligations or delegate any such duties or obligations to the lessee shall be null and void.
- j. Lessee Bound by Condominium Instruments and the Rules. The lessee(s) under every lease of a Unit shall be bound by, and subject to, all of the duties and obligations, under Condominium Instruments and the Rules. Each lease shall provide that the failure to comply with the Condominium Instruments or the Rules shall constitute a default under the lease and any default shall be enforceable by the Board or the Association. The Unit Owner making such lease shall not be relieved from any duties, obligations or liabilities imposed upon the Unit Owner by the Condominium Instruments and the Rules.
- k. Delivery of Condominium Instruments and Rules to Lessee. On or before the date on which the lessee executes a lease, the Unit Owner shall deliver to the lessee a copy of the Condominium Instruments and the Rules and, if required by the Board, the lessee shall, on form prescribed by the Board from time to time and made part of the lease, sign a receipt acknowledging Condominium Instruments and the Rules and agreeing to be bound by the same.
- l. Compliance with Applicable Law. Each lease shall comply with all applicable local, state and federal laws.
- m. Incorporation of Provisions into Lease. To the extent that a lease of a Unit fails to include any of the required provisions set forth herein, said provisions shall be deemed to be incorporated into, and made a part of, each such lease.
- n. Rider to Lease. The Board may, in its sole discretion, require each lease to contain a Lease Rider on a form approved by the Board from time to time.
13. Board May Adopt Rules. The Board may, from time to time, adopt such rules and regulations and adopt such forms as the Board deems necessary to facilitate the administration and enforcement of this Second Amendment and may, from time to time, adopt forms for use in connection with the lease, occupancy or use of Residential or Parking Units.
14. Definitions. The terms used in this Second Amendment shall have the same meaning as the terms used in the Act, as amended from time to time, and the Declaration. With respect to this Second Amendment, the terms used herein shall have the following meanings:
- a. "The Act" means the Illinois Condominium Property Act, 765 ILCS 605/1 *et seq.*

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- b. "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and the Plat.
- c. "Domestic Partner" means and a domestic partner (or equivalent), whether or not registered as such, or any person who is in a civil union of similar legal relationship with the Residential Unit Owner or an Immediate Family Member under any federal, state or local law. As used herein, Domestic Partner also includes a boyfriend or girlfriend of the Residential Unit Owner or Immediate Family Member, as the case may be..
- d. "Existing Lease" shall mean a bona fide written lease of a Unit (i) pursuant to which the tenancy has commenced on or before the effective date of this Second Amendment and (ii) which is in full compliance with the Declaration, as amended, and the Rules then in effect. A lease may lose its status as an Existing Lease in the event that the Board, in its discretion, determines that an Existing Lease is a fraudulent lease or that an Existing Lease is not a bona fide lease.
- e. "Hardship" shall mean and an extraordinary event or events outside the control of the Residential Unit Owner.
- f. "Immediate Family Member" means a spouse, parent, grandparent, child, grandchild or sibling of the Residential Unit Owner.
- g. "Lease" shall mean all leases, subleases, assignments of leases or subleases and any other agreement relating to the occupancy of a Unit by a person or persons other than the Unit Owner or an Immediate Family Member.
- h. "Occupant" means any person who occupies or resides in a Residential Unit, including those persons who occupy or reside in a Residential Unit as an Immediate Family Member.
- i. "Rules" means the Rules and Regulations of the Association adopted by the Board from time to time.
15. Miscellaneous Provisions.
- a. Board Determination Binding. Any determination made by the Board pursuant to this Second Amendment shall be final and binding on the Unit Owner.
- b. Headings. The headings used herein are for purposes of convenience or reference and are not part of this Second Amendment. The headings shall have no effect upon the construction or interpretation of any part hereof.
- c. Singular and Plural. Words used in this Second Amendment in the singular, where

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the context so permits, shall be deemed to include the plural and vice versa.

- d. Severability. Every provision of this Second Amendment is intended to be severable. If any term or provision of this Second Amendment is determined to be illegal, invalid, or unenforceable for any reason whatsoever, such provision shall be limited or eliminated to the minimum extent necessary to preserve the intent of this Second Amendment so that the remaining provisions of this Second Amendment shall otherwise remain in full force and effect.
- e. Remedies. Any remedies for breach of this Second Amendment shall be as provided for in the Act and in Article X of the Declaration.

BARRY BY THE LAKE CONDOMINIUM ASSOCIATION

By: Erica M. Weber
Erica M. Weber, Its President

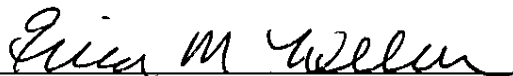
By: Cassandra Schiano
Cassandra Schiano, Its Secretary

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CERTIFICATION

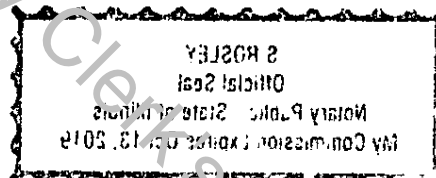
The undersigned, being the President and Secretary of the Barry by the Lake Association, an Illinois not-for-profit corporation, certify that as required by Article XIII, Section 11, of the Declaration of Condominium Ownership for Barry by the Lake Condominiums recorded on March 31, 2005, as Document No. 0509022245 in the Office of the Recorder of Deeds, Cook County, Illinois, certify that the foregoing Second Amendment was approved on 21 July, 2017 by the Unit Owners having at least two-thirds ($\frac{2}{3}$) of the total votes (*i.e.*, having two-thirds ($\frac{2}{3}$) of the total percentage interests in the Common Elements) at a meeting of the Association duly called for such purpose.



Erica M. Weber, Its President



Cassandra Schiano, Its Secretary



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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

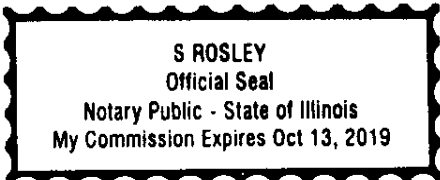
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Erica M. Weber, personally known to me to be the President of Barry by the Lake Condominium Association, an Illinois not-for-profit corporation, and Cassandra Schiano, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument, pursuant to authority given by the Board of Managers of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of July, 2017.

[Signature]

 Notary Public

My Commission expires on Oct 13, 2019



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AFFIDAVIT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

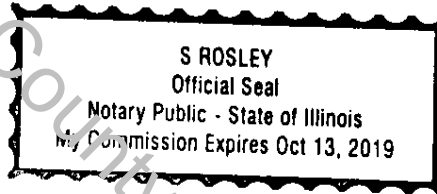
The undersigned, being the Secretary of Barry by the Lake Condominium Association, an Illinois not-for-profit corporation, certifies that on August 15, 2017, I caused a copy of the foregoing Second Amendment to the Declaration of Condominium Ownership for Barry by the Lake Condominiums to be sent to First Mortgagees having bona fide liens of record by certified mail, return receipt requested.

Cassandra Schiano
 Cassandra Schiano

Subscribed and sworn before me
 this 30 day of August, 2017.

S Rosley
 Notary Public

My Commission expires on
October 13, 2019.



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EXHIBIT A

LEGAL DESCRIPTION

UNIT NOS. 201, 301, 401, 501, 202, 302, 402, 502, 203, 303, 403, 503, 204, 304, 404, 504, 205, 305, 405, 505, 206, 306, 406, 506, 207, 307, 407, 507, 208, 308, 408, 508, 209, 309, 409, 509, 210, 310, 410, 510, 211, 311, 411, 511, 212, 312, 412 AND 512 AND P-1 THROUGH P-25, INCLUSIVE, IN THE BARRY BY THE LAKE CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 10 AND THE WEST 22 FEET OF LOT 11 IN CULVER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 20 RODS OF THE NORTH 60 RODS OF THE NORTHEAST 114 OF THE NORTHWEST 114 OF SECTION 28 AND THE SOUTH 114 OF THE NORTHEAST 114 OF THE NORTHWEST 114 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0509022245; TOGETHER WITH EACH UNIT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

Common Address: 512 W. Barry Avenue, Chicago, IL 60657

14-28-105-086-1001 through 14-28-105-086-1073, inclusive

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