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**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM
OWNERSHIP FOR
LINCOLN SQUARE
PLACE CONDOMINIUM
ASSOCIATION**



Doc# 1810044009 Fee \$52.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

For Use By R DATE: 04/10/2018 10:14 AM PG: 1 OF 8

This document is recorded for the purpose of amending Declaration of Condominium Ownership (hereafter the "Declaration") for Lincoln Square Place Condominium Association (hereafter the "Association") which Declaration was recorded on April 14, 1997 as Document Number 97258823 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.

This Amendment is adopted pursuant to Article XIII, Section A(2) of the Declaration. Said Section provides that the provisions of the Declaration may be changed, modified or rescinded by an instrument approved by Unit Owners having no less than seventy-five percent (75%) of the total vote. Pursuant to Article XIII, Section A(2) of the Declaration, a copy of the Amendment must be mailed via 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

**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

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

COOK COUNTY RECORDER OF DEEDS

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the Property; and

WHEREAS, the following amendment has been approved by the Unit Owners having no less than seventy-five percent (75%) of the total vote at a meeting held on FEBRUARY 27, 2018, 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; and

WHEREAS, every holder of a recorded mortgage or trust deed encumbering any one or more Units in the Property was given notice, by certified mail, of the Amendment to the Declaration, set forth herein below, as evidenced by the certification attached hereto as Exhibit C.

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

Article VIII of the Declaration is amended by adding the following language at the end of the Article:

A. Leasing of Units. As of the effective date of this Amendment, and notwithstanding any provisions of this Declaration to the contrary, rental or leasing of Units is restricted to six (6) of the Units at any given time, and subleasing shall not be permitted. The following provisions shall also apply:

(a) 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 no money or any other form of consideration is paid therefore; provided that if the Unit Owner is a corporation, partnership or other business entity, such Unit Owner may allow a shareholder, partner or director holding at least 25% interest or shares in the entity to reside in the Unit without being subject to this Amendment. Additionally, the term "leasing of Units" shall include any transaction wherein possession of a Unit is provided prior to transfer of title. In no event may less than the entire Unit be leased.

(b) If an owner is currently leasing their unit as of the effective date of this Amendment, they may continue to do so until the unit is sold, reoccupied by the owner, or remains vacant for a period of ninety (90) days or more ("Grandfathered Units"). All Grandfathered Units must have a current lease on file with the Association prior to the effective date of this Amendment to qualify under this exemption. Said Grandfathered Units shall be considered as part of the six (6) permitted Units under the cap referenced herein.

(c) Other than the qualified "Grandfathered Units", no Owner may lease or rent their Unit until they have owned such unit for a period of at least twenty-four (24) months.

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(d) All leases permitted herein shall be for a period of one (1) year or twelve (12) months only.

(e) **Waiting List.** In the event six (6) of the Units at the Association are currently being leased at the time of application, the Owner's name shall be added to a waiting list to be maintained by the Board or the managing agent, and the Unit may not be leased except as set forth below:

(i) The Waiting List shall be maintained on a first-come, first-served basis, which shall be determined chronologically. For example, if an Owner desires to be placed on the Waiting List, they will be placed at the end of the Waiting List with the date and time of the placement ("Waiting List Date"). The Owner with the oldest Waiting List Date shall be the first person eligible to lease their Unit, should a spot open.

(ii) If there is an Owner(s) on the Waiting List, the first person on the Waiting List will be notified by the Board/Management that a Right to Rent has opened, and thereafter the Owner shall have thirty (30) days to notify the Board/Management in writing of their intent to lease. The Owner must then provide a copy of an executed lease within sixty (60) days following the Owner's notification to the Board/Management of his or her intent to lease ("Waiting List Period"); otherwise the Owner forfeits his right to lease and the Right to Rent will transfer to the next person on the waiting list.

(iii) Once a Waiting List Period concludes, the Board will then re-notify all remaining Owners on the Waiting List when a new Waiting List Period opens, and it will be the obligation of those Owners to notify the Board in writing of their desire to stay on the Waiting List no later than thirty (30) days upon notification or their name will be removed from the Waiting List.

(iv) Those owners who are granted the right to lease under the cap shall be entitled to continue to lease their Unit until one of the following events occurs: 1) sale or transfer of ownership of the Unit; 2) the owner reoccupies the unit as their residence; or 3) the unit remains vacant for a period of more than three (3) months.

(f) Units cannot be used for transient or hotel purposes, including, but not be limited to, nightly rentals, monthly rentals, or monthly corporate housing. Owners are prohibited from sub-leasing or having sub-tenants without the approval of the Board. Leases of less than one (1) year may be permitted but only with prior written Board approval.

(g) Owners may lease to blood relatives and Units leased to a blood relative(s) shall not be counted as a leased unit. Blood relatives shall be defined as parents, siblings or children (natural or adopted). Owners who have their Unit occupied by a blood relative

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shall otherwise comply with the restrictions contained herein, and may not sublease or lease less than all of the Unit to third parties.

(h) **Hardship Exemption.** To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Owner to lease his Unit for a period of one (1) year on such reasonable terms as the Board may establish. Only the Board, and only upon written application by the Owner to the Board, may grant such permission. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. The Board has sole and complete discretion to approve or disapprove any Owner's application for a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be subject to the Declaration, By-Laws and Rules and Regulations governing the Association. The Owner must submit a copy of the lease to the Board.

(i) The provisions of the Illinois Condominium Property Act, the Declaration, By-Laws, other condominium instruments and Rules and Regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated into any lease executed or renewed on or after the effective date of this Amendment.

(j) Any Unit being leased in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine and may be ineligible to continue leasing of their unit, to be determined by the Board of Directors upon notice and an opportunity to be heard.

(k) In addition to the authority to levy fines against the 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 Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

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

(m) 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.

(n) The Board of Directors of the Association shall have the right to lease out any Association owned Units or any Unit which the Association has possession of pursuant to any court order and said Units shall not be subject to the limitations of the quantity of units being leased/rented.

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

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

APPROVED THIS 27 DAY OF February, 2018 BY THE BOARD OF DIRECTORS FOR LINCOLN SQUARE PLACE CONDOMINIUM ASSOCIATION

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

Sworn to and subscribed before me this 28 day of February, 2018

Naomi Reyna
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

ALL UNITS TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE LINCOLN SQUARE PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 15 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 47, 48, 53 AND 54 OF SAM SHACKFORD'S BOWMANVILLE SUBDIVISION OF THE SOUTH WEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 97256823 IN COOK COUNTY, ILLINOIS.

Common Address: 4902-4904 N. Rockwell Street and 2606-2608 W. Ainslie Street
Chicago, IL 60675

Permanent Index No.: 13-12-414-030-1001

Through and including: 13-12-414-030-1014

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EXHIBIT B

CERTIFICATION AS TO OWNER APPROVAL

I, Maria Martin-Bonman, do hereby certify that I am the duly elected and qualified Secretary for Lincoln Square Place Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

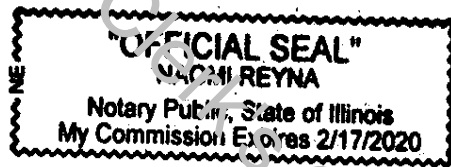
I further certify that the attached Amendment to the Declaration for Lincoln Square Place Condominium Association was duly approved by the Unit Owners having, in the aggregate, at least seventy-five percent (75%) of the total ownership at a meeting called on Feb. 27, 2018, in accordance with the provisions of Article XIII of the Declaration.

Maria Martin-Bonman
Secretary

Subscribed and Sworn to before me this
28 day of February, 2018.

Naomi Reyna
Notary Public

My Commission Expires: 2/17/2020



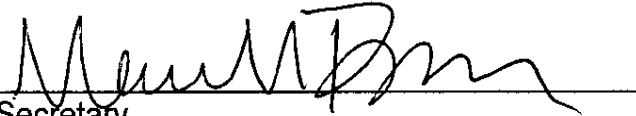
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EXHIBIT C


AFFIDAVIT AS TO MORTGAGEE NOTICE

I, Maria Martin-Bowman, do hereby certify that I am the duly elected and qualified Secretary for Lincoln Square Place Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that written notification of this Amendment was sent via certified mail to all Mortgagees having bonafide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of this affidavit.


Secretary

Subscribed and sworn to before me
this 28 day of February, 2018.


Notary Public

