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**AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
FOR THE 3218 N. RACINE
CONDOMINIUM ASSOCIATION**



1810922010

Doc# 1810922010 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/19/2018 02:29 PM PG: 1 OF 5

RECORDER'S STAMP

WHEREAS, the Declaration of Condominium Ownership and Bylaws for 3218 N. RACINE CONDOMINIUM ASSOCIATION ("Declaration") was recorded with the Cook County Recorder of Deeds on August 13, 2014 as document number 1422534017;

WHEREAS, the Board of Directors ("Board") has determined that an Amendment ("Amendment") to the Declaration and Bylaws will benefit the welfare of the members of the Association; and

WHEREAS The Illinois Condominium Act 735 ILCS 605/27 "Amendments" states: (a) If there is any unit owner other than the developer, and unless otherwise provided in this Act, the condominium instruments shall be amended only as follows:

(i) upon the affirmative vote of 2/3 of those voting or upon the majority specified by the condominium instruments, provided that in no event shall the condominium instruments require more than a three-quarters vote of all unit owners; and

(ii) with the approval of, or notice to, any mortgagees or other lienholders of record, if required under the provisions of the condominium instruments. If the condominium instruments require approval of any mortgagee or lienholder of record and the mortgagee or lienholder of record receives a request to approve or consent to the amendment to the condominium instruments, the mortgagee or lienholder of record is deemed to have approved or consented to the request unless the mortgagee or lienholder of record delivers a negative response to the requesting party within 60 days after the mailing of the request. A request to approve or consent to an amendment to the condominium instruments that is required to be sent to a mortgagee or lienholder of record shall be sent by registered mail."

WHEREAS, ARTICLE NINE, "MISCELLANEOUS" Section 9.01 "AMENDMENT" (A) states: " The provisions of this Declaration (except Article Eight, this Section 9.01 and Section 2.05 and any other provisions hereof relating to the powers and rights of the Declarant and any provisions of this Declaration specifically granting rights to any Mortgagee holding a first Mortgage on a Unit) may be changed, modified or rescinded only by an instrument in writing setting forth such change, modification or rescission, signed and

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acknowledge by the Board, and containing an affidavit signed by the Secretary or other appropriate officer of the Board certifying that the Unit Owners having at least two-thirds (2/3) of the total votes have approved such amendment at a meeting of the Unit Owners duly called for such purpose; provided, however, that all lien holders of record have been given notice of such change, modification or rescission, and an affidavit by said Secretary certifying to such mailing not less than 10 days prior to the date of such affidavit is a part of such instrument. [...]"

WHEREAS, Article XIV "Amendment" states "These By-Laws may be amended or modified from time to time by resolution of the Board by recommending such amendment or modification to the Unit Owners and by the vote or written consent thereto by the Unit Owners holding two-thirds of those voting or upon the majority specified by the condominium instruments. No provisions in these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration or the Act. All amendments shall be evidenced by a written instrument setting forth such amendment which contains an affidavit by an officer of the Board certifying that the same was approved by Unit Owners having the affirmative vote required for such approval, and shall be signed by the President and recorded"; and

The following Unit Owners were present at the meeting held on APRIL 13TH 2018.

Unit#1	Signature	LEW SCHULTZ	Printed Name
Unit#2	Signature	LUCA PACCIONE	Printed Name

- 1) This Amendment was approved by Unit Owners which represent one hundred percent of the total votes of the Unit Owners and all Mortgagees entitled to notice were sent a copy via certified mail 10 days before the Special Meeting held on APRIL 13TH, 2018

NOW THEREFORE, the following shall be considered a First Amendment to the Declaration of The 3218 N. Racine Condominium Association:

Section 3.09 "SALE, LEASING OR OTHER ALIENATION OF A UNIT" is deleted in its entirety and the Declaration is restated as follows:

"3.09 SALE, LEASING OR OTHER ALIENATION OF A UNIT:

(A) General

Subject to the provisions of this Section 3.09(B-F) below, each Unit Owner shall at times be free to sell, give, transfer or otherwise convey fee simple title to the Unit Ownership owned by the Unit Owner. Upon the sale, devise, gift or other transfer or conveyance of any Unit by a Unit Owner, the purchaser, devisee, donee or transferee thereof shall be

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bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in the Condominium Instruments.

(B) Short Term Rentals Explicitly Forbidden

Under no circumstances is a Unit Owner allowed to cause the Unit Owner's Unit or any portion thereof to be used or leased for transient or hotel purposes, which are hereby defined as being for a period less than nine (9) months.

(C) Owner Occupancy Required Prior to Leasing

This is a two unit property and it is the intention of the Unit Owners to maintain the safety of the property and the Unit Owners' quiet enjoyment thereof. As such, the Units are not intended to be investment (Non-Owner Occupied) properties. Thus a Unit Owner must occupy their Unit for a minimum of twelve (12) months prior to leasing, their Unit. Leases must be for the entire Unit, no leases for less than the entire Unit are permitted.

(D) Obligations of Lessor and Lessee

The act of leasing a Unit does not absolve the Unit Owner from the Unit Owner's obligations under the Condominium Instruments. A lease of a Unit shall be in writing and shall provide that the lease shall be subject to the terms of the Condominium Instruments and that any failure of the lessee to comply with the terms of the Condominium Instruments shall be a default under the lease. The provisions of the Act, this Declaration, the By-Laws, other Condominium Instruments and rules and regulations that relate to the use of the Units or the Common Elements shall be applicable to any person leasing a Unit. Any lease of a Unit shall contain the following provision:

'This lease shall be subject to the terms of the Declaration of Condominium Ownership for the 3218 N. Racine Condominium as recorded as document 1422534017, as amended from time to time. Any failure of the lessee, any sublessee or the respective successors and assigns to comply with the terms of said Declaration, By-Laws or any rules and regulations promulgated by the Board of Directors thereunder shall be a default under this lease entitling the Board of Directors of The 3218 N. Racine Condominium to seek relief, in law or equity, against the Unit Owner and/or assigns as the Board of Directors deems necessary to enforce the terms of the Declaration. In any suit brought by the Board of Directors which is predicated upon the failure of lessee to observe, perform and comply with the provisions of said Declaration, By-Laws or any such rules and regulations, the Unit Owner shall be deemed to have been served if a copy of the summons and complaint is deposited under the door of the Unit Owner's Unit in the building and a copy thereof is sent to such Unit Owner by certified or regular mail at his address as it appears in the books and records of the Association.'

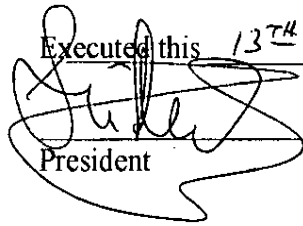
(E) Leasing Restrictions Not Applicable

The restrictions on leasing in this Section 3.09 are not applicable to situations in which the Association is granted possession as a matter of law under ARTICLE SIX of this Declaration or ARTICLE V- Section 5.7 (F) of the By-Laws attached as Exhibit C hereto."

NOW THEREFORE, the undersigned 3218 N. RACINE CONDOMINIUM ASSOCIATION hereby attests that the above information is accurate to the best of his/her knowledge- or

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where applicable on information and belief- and signs on behalf of the Board of Directors and consents to the Amendment aforementioned.

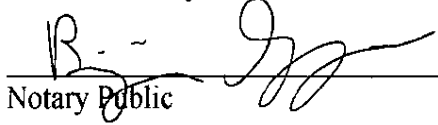
Executed this 13TH day of APRIL, 2018.


President Date 4/13/18

STATE OF IL }
County of Cook }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Leslie Schatz, acting in the capacity of the duly elected President of the 3218 N. RACINE CONDOMINIUM ASSOCIATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

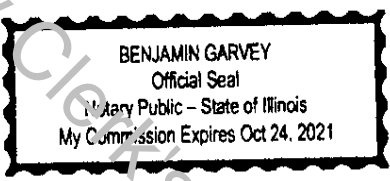
Given under my hand and notarial seal, this 13th day of April, 2018.



Notary Public (SEAL)

My commission expires on 10/24/21.

Prepared by:
Kathleen Robson Gordon, Attorney at Law
180 W. Washington Suite 700
Chicago, IL 60602
312-523-2024



After Recording Return to:
Kathleen Robson Gordon, Attorney at Law
180 W. Washington Suite 700
Chicago, IL 60602

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Legal Description:

LOT 59 IN JOHN P. ALTGELD'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF CHICAGO AND EVANSTON RAILROAD IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 1422534017, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PIN (S): 14-20-331-067-1001, 14-20-331-067-1002

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