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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/11/2022 10:48 AM PG: 1 OF 8

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## FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE ROSEMONT SQUARE CONDOMINIUM ASSOCIATION

Street Address: 6250-52 N. Magnolia and 1241-43 W. Rosemont, Chicago, Illinois 60660

### Permanent Index Numbers:

14-05-114-035-1001	14-05-114-035-1021
14-05-114-035-1002	14-05-114-035-1022
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14-05-114-035-1004	14-05-114-035-1024
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**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE  
ROSEMONT SQAURE CONDOMINIUM ASSOCIATION**

**THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE ROSEMONTH SQAURE CONDOMINIUM ASSOCIATION** ("First Amendment") is made as of this 24<sup>th</sup> day of May, 2018, by the Board of Managers of the Condominium Association (the "Board"):

**WITNESSETH**

WHEREAS, the Board administers certain real estate, hereinafter described, located in Chicago, Cook County, Illinois; and,

WHEREAS, the Property, as defined by and which is subject to that certain Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for the Rosemont Square Condominium Association recorded with the Cook County Recorder of Deeds on March 31, 2003 as document number 0030432060, legally described as attached hereto in Exhibit A; and,

WHEREAS, Article XXI, of the Declaration provides that the Unit Owners of the Rosemont Square Condominium Association ("Association") may amend the Declaration upon the approval of Unit Owners owning at least 2/3rds of the Unit Ownership subject to the Declaration; and,

WHEREAS, Unit Owners wish to amend the Declaration in order to limit the number of Units that may be leased at any given time and provide for regulations in connection with such lease limitations; and,

WHEREAS, this First Amendment has been approved by Unit Owners owning at least 2/3rds of the Unit Ownership subject to the Declaration as set forth in Exhibit B, notice was sent to all mortgagees having bona fide liens recorded against Units; and approval has been received by required First Mortgagees or as otherwise required by law; and,

NOW, THEREFORE, in furtherance of the foregoing Recitals, the Declaration is hereby amended in accordance with the following:

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1. Article IX of the Declaration is deleted and is replaced with the following:

## “ARTICLE IX

### SALE, LEASE OR OTHER ALIENATION

1. **Sale, Lease, Gift or Devise.** There shall be no right of first refusal accruing to the benefit of the Unit Owner's or the Association with respect to any sale, lease, gift, or devise of any interest of any such Unit Owner.

2. **Leasing Restrictions.** Notwithstanding anything stated to the contrary in this Article IX or elsewhere in the Declaration, on and after the date of this First Amendment, a maximum of four (4) Units may be leased at any given time. In addition, a Unit Owner may only lease his/her/its Unit for a maximum of four (4) consecutive years, after which the Unit may not be rented for a period of one (1) year. A Unit Owner may only lease his/her/its Unit after having owned and occupied the Unit for a period of one (1) year prior to being eligible to lease the Unit.

Notwithstanding the limitation on the number of leases provided for herein, a Unit Owner may apply to the Board, in writing, for an exception to allow a temporary lease of his/her/its Unit for a period of one (1) year, and subject to all other provisions of the Declaration and the Rules and Regulations of the Association. The Board may, in its sole discretion, permit one such exception at any given time allowing for a temporary lease and shall consider the following:

- (a) The length of time the Unit Owner has owned and resided in the Unit;
- (b) Whether it would create an undue hardship on the Unit Owner if he/she/it is not permitted to lease the Unit;
- (c) Whether the Unit Owner has previously leased the Unit or been permitted to lease the Unit pursuant to an exception under this Section; and,
- (d) Whether the Unit Owner is applying for an exception due to the loss of employment, relocation of employment, or the illness or death of an immediate family member requiring the Unit Owner to relocate to an area outside of the Chicagoland area for a period of time greater than 6 months.

It shall be the Unit Owner's obligation to provide the Board with any and all documentation and data requested by the Board as part of a Unit Owner's application for an exception, all of which information shall be kept confidential by the Board.

The Board shall also implement such rules and regulations as are deemed necessary related to leasing and the administration of leasing.

In the event a Unit is leased in accordance with this Article IX, the Owner shall be required to furnish a copy of the written lease to the Board at least 30 days prior to commencement of such lease and which shall fully conform to all the Rules and Regulations of the Association. The lessee under every such lease shall be bound by and subject to all of the obligations under the

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Declaration and the Rules and Regulations of the Association, and of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved from any of obligations set forth in the Declaration. In addition to any other remedies provided for in this Declaration, by filing an action jointly against the tenant and Unit Owner, the Association may seek to enjoin such tenant from occupying a Unit or seek to evict such tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the Unit Owner to comply with the leasing requirements prescribed by this Section or elsewhere in the Declaration, By-Laws and the Rules and Regulations of the Association. The Board may proceed directly against such tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by such tenant of the provisions of this Declaration or the Rules and Regulations of the Association.

The above-stated limitations and exceptions to leasing shall not apply to the Board in the event it gains possession of a Unit for purposes of collection in accordance with this Declaration and the Illinois Condominium Property Act.

### 3. Miscellaneous Leasing Provisions


- a. Notwithstanding any of the foregoing provisions related to rentals, the Board may, in its sole discretion, prohibit an owner from leasing his/her/its unit due to any prior incident or incidents related to the applying owner's previous leases, including, but not limited to, tenants violating provisions of the Association's governing documents.
- b. Occupancy of a Unit by a blood relative(s) of a Unit Owner without the Unit Owner being a resident, shall not constitute a lease as defined under this Amendment. A blood relative is defined as a parent, child (natural or adopted), grandparent, grandchild or sibling of a Unit Owner.
- c. Any existing lease in full force and effect at the time that this Amendment is recorded, shall be subject to the provisions of this Amendment."


2. All remaining provisions of the Declaration shall remain in full force and effect

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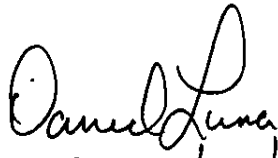
IN WITNESS WHEREOF, the Board has duly executed this First Amendment on the day and year first written above.

## ROSEMONT SQUARE CONDOMINIUM ASSOCIATION

By:   
Susan Fox, President

By:   
Rebecca Korum, Secretary



  
exp. 3/20/2026

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STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Susan Fox, as President of the Board of Managers of Rosemont Square Condominium Association (“Board”) and Robert Hiltz, as Secretary of the Board, appeared before me this day in person and acknowledged that they signed and delivered the First Amendment to Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for the Rosemont Square Condominium Association, as their free and voluntary act and as the free and voluntary act of the Board for the uses and purposes therein set forth.

Given under my hand and notarial seal as of the 27 day of April, 2022.

*Daniel Luna*

Notary Public

My Commission Expires: 3/20/2026



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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

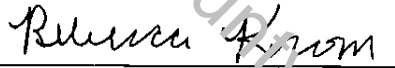
## AFFIDAVIT

Robert Hilts, having been sworn under oath and under penalties of perjury as provided by law, states and certifies as follows:

1. I am the Secretary of the Board of Managers of Rosemont Square Condominium Association (the "Association") and have personal knowledge of all matters set forth herein.

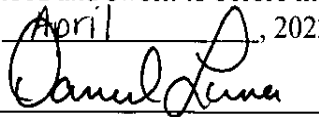
2. On or about May 24, 2018, the Unit Owners having at least two-thirds (2/3) of the total votes of the Association approved the amendments to the Declaration contained in the First Amendment to Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for the Rosemont Square Condominium Association ("First Amendment").

3. In accordance with Article XIX, Section 1 of the Declaration, I hereby certify that I mailed, or caused to be mailed, by certified mail to all holders of first mortgages of record a copy of the First Amendment seeking their approval of the same, and that at least two-thirds (2/3) of said first mortgagees either approved the First Amendment or failed to respond within 60 days as permitted for by Illinois law.



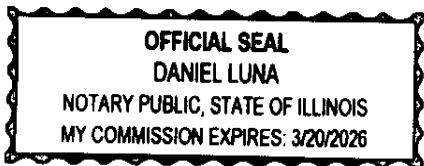
Rebecca Korum  
Secretary of the Board of Directors of  
Rosemont Square Condominium Association

Subscribed and sworn to before me this 27<sup>th</sup>  
day of April, 2022



Notary Public

My commission expires: 3/20/2026



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## EXHIBIT A

### LEGAL DESCRIPTION

Units 1241-3E, 1241-2E, 1241-1E, 1241-GE, 1241-1W, 1241-2W, 1241-3W, 1243-GE, 1243-1E, 1243-2E, 1243-3E, 1243-1W, 1243-2W, 1243-3W, 6250-1, 6204-2, 6250-3, 6250-G, 6252-1, 6252-2, 6252-3, 6252-G IN THE ROSEMONT SQUARE CONDOMINIUMS

LOTS 13 AND 14 IN BLOCK 2 IN BROCKHAUSEN AND FISCHER'S FIRST ADDITION TO THE EDGEWATER BEING A SUBDIVISION OF THE NORTH 60 RODS OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 6250-52 N. Magnolia and 1241-43 W. Rosemont, Chicago, Illinois 60660

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