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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/22/2023 11:23 AM PG: 1 OF 18

**THIS DOCUMENT HAS BEEN
PREPARED BY, AND AFTER
RECORDING SHOULD BE
RETURNED TO:**

**Kovitz Shifrin Nesbit
175 N. Archer Avenue
Mundelein, Illinois 60060
Attn: David M. Bendoff, Esq.**

**Kovitz Shifrin Nesbit
55 W. Monroe Street
Suite 2445
Chicago, Illinois 60603
Attn: David M. Bendoff, Esq.**

**AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
ARBOR PLACE CONDOMINIUMS**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter the "Declaration") for Arbor Place Condominiums, incorporated as the Arbor Place Condominium Association (hereafter the "Association"), which Declaration was recorded on June 30, 1999, as Document No. 99631268 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part thereof.

This amendment is adopted pursuant to the provisions of Article XIV, Section 6 and Article XIV, Section 1 of the aforesaid Declaration and Section 17 and Section 27(a)(ii) of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is executed by the President of the Association or such other officer authorized by the Board of Directors of the Association (the "Board"), signed by Unit Owners representing at least seventy-five percent (75%) of the Undivided Interests, approved in writing by fifty one percent (51%) of First Mortgagees (by number) which approval may be implied if the mortgagee or lien holder of record receives a request to approve or consent to an amendment to the Declaration and/or By-Laws, unless the mortgagee or lien holder of record delivers a negative response to the requesting party within sixty (60) days after the mailing of the request by certified mail, return receipt requested.

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DATE 9-22-23 COPIES 6X
OK BY JP

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RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to restrict occupancy of units, and to limit the number of units that can be leased at any one time with certain limited exceptions; and

WHEREAS, the amendment has been executed by the President of the Association or such other officer authorized by the Board, signed by Unit Owners representing at least seventy-five percent (75%) of the Undivided Interests, and approved in writing {or by implication} by fifty one percent (51%) of First Mortgagees, all in compliance with Article XIV, Section 6 and Article XIV, Section 1 of the aforesaid Declaration and Section 17 and Section 27(a)(ii) of the Act.

NOW THEREFORE, Article VII, Section 2 of the Declaration of Condominium Ownership for Arbor Place Condominium Association is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

~~"2. Limits on Leases Terms. No Unit shall be leased or subleased for hotel or transient purposes or for terms less than three (3) months. No portion of a Unit which is less than the entire Unit shall be leased. A lease of any Unit shall be in writing and a copy of every such lease, as and when executed shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations under this Declaration and Bylaws 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 thereby from any of said obligations. Notwithstanding the foregoing, the Developer and Declarant may lease any Unit or Parking Space or Storage Unit owned by them for any term until such time as Developer or Declarant ceases owning such Unit.~~

(a) (i) Leasing/Rental/License Restriction: Notwithstanding any other provisions of the Declaration to the contrary, the leasing, rental, or use by licensing of more than twenty-five percent (25%) of the Units at any one time is prohibited, except as hereinafter provided in subsections (ii), (iii), (iv), (v), and (vi). The Board shall adopt rules to address leasing/rental priority in the event the number of Units being leased or rented has reached the above limit.

(ii) Grandfather Exception: Any Unit Owner that has a lease/rental agreement in force for his/her Unit, and whose Unit is occupied by a tenant, on the date of recording this Amendment (and if the Unit Owner provides a copy of said signed lease/rental agreement to the Board within thirty (30) days of the recording of this Amendment), is not affected by subsections (i) and (iii) with respect to such Unit; provided, however, that upon the transfer of ownership of the Unit or transfer of the beneficial interest in a trust holding legal title to the Unit the provisions of subsections (i) and (iii) shall be applicable to such Unit; provided that any lease/rental agreement in force for such Unit on the date of such transfer may continue until the earlier of the date that the then term of such lease/rental agreement expires or the date that such lease/rental agreement is otherwise terminated.

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(iii) Hardship Exception: In the event that the maximum number of Units permitted to be leased/rented are being leased/rented pursuant to subsection (i), to meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease/rent his Unit to a specified lessee for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the written application by the Unit Owner to the Board. The Board shall respond to each application in writing within [thirty (30)] days of the submission thereof. All requests for extension of the original lease/rental agreement must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease/rental or extension of the lease/rental agreement. The Board's decision shall be final and binding.

(iv) Family Member Exception: The provisions of subsections (i), (ii), and (iii) shall not apply to the rental or leasing of a Unit to a Unit Owner's spouse, sibling, child, parent, grandparent, or to any one or more of them.

(v) Board of Directors Exception: The provisions of subsections (i), (ii), and (iii) shall not apply to the leasing of Units by the Association through its Board of Directors, in connection with the Association's possession of a Unit as authorized under the Illinois Code of Civil Procedure.

(vi) General Occupancy/Leasing/Licensing Provisions: No Unit or any portion of a Unit shall be occupied or used for hotel and/or transient purposes (whether by lease/rental agreement, license, or other agreement), and no Owner shall lease, rent, license less than the entire Unit, or sublease a Unit. Any lease, rental agreement, license, or other agreement for use or occupancy of a Unit, or other occupancy of a Unit or any portion of a Unit by a person who is not the Owner of a Unit, for less than twelve (12) consecutive months shall be deemed to be an occupancy or use of the Unit for hotel and/or transient purposes. All permitted leases, rental agreements, licenses, or other agreement for use or occupancy of a Unit shall be in writing, for a term of at least twelve (12) consecutive months and no more than twenty four (24) consecutive months, and shall be subject to the terms of the Declaration, By-Laws, and the rules established by the Board. The Owner of a Unit being occupied, leased, rented, licensed or occupied pursuant to another agreement as permitted hereunder shall provide the Association with the names of all occupants/tenants of the Unit, including the occupant's/tenants' family members who will occupy the Unit, and only those persons may reside in the Unit. The Owner shall promptly notify the Association of any change in status of the lease, rental, license, or other agreement for use or occupancy of a Unit. The provisions of the Illinois Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person occupying, leasing, renting, or licensing a Unit and shall be deemed to be incorporated in any lease, rental agreement, license, or other agreement for occupancy of a Unit. No Parking Space shall be leased or subleased for a term of less than one (1) month. Unit Owners may lease their Parking Space(s) to non-Unit Owners provided the non-Unit Owner has automobile insurance in an amount satisfactory to the Board in the Board's sole discretion. With regard to any lease, rental, license, or other agreement for occupancy of a Unit, the Owner of the Unit shall deliver a copy of the signed lease, rental agreement, license, or other agreement for occupancy of a Unit to the Board not later than the date of occupancy or ten (10) days after the lease, rental agreement, license, or other agreement is signed, whichever occurs first. In addition to any other remedies,

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by filing an action jointly against the tenant and the Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and rules and regulations. The Board of Directors may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws. An Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of an Owner under the Illinois Condominium Property Act, the Declaration, By-Laws, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void."

(b) Occupancy Restriction: Except for Units permitted to be and being leased/rented hereunder, each Unit shall be occupied by the Owner (including the beneficiary of a trust holding legal title to the Unit) or, if the Unit is not occupied by the Owner (including the beneficiary of a trust holding legal title to the Unit), the Unit shall be occupied by said Owner's spouse, sibling, child, parent, grandparent, or any one or more of them, together with such other persons who may occupy the Unit with any of the foregoing persons; with respect to Units owned by a corporation, a partnership, or limited liability company, or if the beneficiary of a trust holding legal title to a Unit is a corporation, partnership, or limited liability company, such Unit shall be occupied by a shareholder of such corporation, partner of such partnership, member of such limited liability company, such shareholder's, partner's, or member's spouse, sibling, child, parent, grandparent, or any one or more of them, together with such other persons who may occupy the Unit with any of the foregoing persons."

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

END OF TEXT OF AMENDMENT

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PRESIDENT'S SIGNATURE PAGE

I Margaret Beck

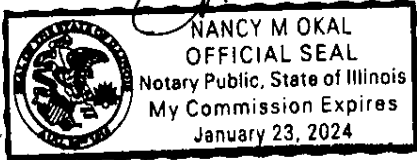
, am the President of the Board of Directors of Arbor Place Condominium Association, an Illinois not-for-profit corporation and condominium established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 17 of the Illinois Condominium Property Act.

EXECUTED this 7th day of June, 2023.

BY: Margaret Beck

Notary Public

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 7th DAY
OF JUNE, 2023



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VOTING MEMBER SIGNATURE PAGE

The undersigned is a voting member of the Arbor Place Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Article XIV, Section 6 of the Declaration and Section 18.8(e) of the Condominium Property Act.

EXECUTED this 20 day of MAY 2023.

Kathy Lancaster

Voting Member Printed Name

Kathy Lancaster

Voting Member Signature

Unit Address: 320 S. Ridgeland
Oak Park, IL 60302

320-A

Being owner(s) of Unit
1 in the Arbor Place
Condominium Association, and
having 100% ownership in the
common elements.

Mortgagee Name: Prosperity Home Mortgage

No Mortgage; check here:

Mortgagee Address: 101 N OAK PARK AVE
OAK PARK IL 60301

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VOTING MEMBER SIGNATURE PAGE

The undersigned is a voting member of the Arbor Place Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Article XIV, Section 6 of the Declaration and Section 18.8(e) of the Condominium Property Act.

EXECUTED this 19 day of April 2023.

Daniel Dady

Voting Member Printed Name

Daniel Dady

Voting Member Signature

Unit Address: 326 S. Ridgeland
Oak Park, IL 60302

Being owner(s) of Unit
2 in the Arbor Place
Condominium Association, and
having ___% ownership in the
common elements.

Mortgagee Name: Chase
Mortgagee Address: 700 Kansas Lane
Monroe, LA 71203

No Mortgage; check here: ___

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326-B

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VOTING MEMBER SIGNATURE PAGE

The undersigned is a voting member of the Arbor Place Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Article XIV, Section 6 of the Declaration and Section 18.8(e) of the Condominium Property Act.

EXECUTED this 19 day of April 2023.

Melisa Byrd
Voting Member Printed Name

Melisa Byrd
Voting Member Signature

Unit Address: 324 S. Ridgeland
Oak Park, IL 60302

324-A

Being owner(s) of Unit
1 in the Arbor Place
Condominium Association, and
having ___% ownership in the
common elements.

Mortgagee Name: _____

No Mortgage; check here:

Mortgagee Address: _____

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VOTING MEMBER SIGNATURE PAGE

The undersigned is a voting member of the Arbor Place Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Article XIV, Section 6 of the Declaration and Section 18.8(e) of the Condominium Property Act.

EXECUTED this 19 day of April 2023.

Porsche Winfield

Voting Member Printed Name

Porsche Winfield

Voting Member Signature

Unit Address: 324 S. Ridgeland
Oak Park, IL 60302

324-B

Being owner(s) of Unit
2 in the Arbor Place
Condominium Association, and
having ___% ownership in the
common elements.

Mortgagee Name: US Bank

No Mortgage; check here: ___

Mortgagee Address: P.O. Box 961045
Fort Worth TX
76161



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VOTING MEMBER SIGNATURE PAGE

The undersigned is a voting member of the Arbor Place Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Article XIV, Section 6 of the Declaration and Section 18.8(e) of the Condominium Property Act.

EXECUTED this 19 day of April 2023.

Michael Thomas

Voting Member Printed Name

Michael Thomas

Voting Member Signature

Unit Address: 326 S. Ridgeland
Oak Park, IL 60302

326-A

Being owner(s) of Unit
1 in the Arbor Place
Condominium Association, and
having 100 % ownership in the
common elements.

Mortgagee Name: _____

No Mortgage; check here:

Mortgagee Address: _____

Property of Cook County Clerk's Office



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VOTING MEMBER SIGNATURE PAGE

The undersigned is a voting member of the Arbor Place Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Article XIV, Section 6 of the Declaration and Section 18.8(e) of the Condominium Property Act.

EXECUTED this 19th day of April 2023.

Robin Blench

Voting Member Printed Name

[Signature]

Voting Member Signature

Unit Address: 322 S. Ridgeland
Oak Park, IL 60302

322-C

Being owner(s) of Unit
3C in the Arbor Place
Condominium Association, and
having ___% ownership in the
common elements.

Mortgagee Name: _____

Mortgagee Address: _____

No Mortgage; check here:



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VOTING MEMBER SIGNATURE PAGE

The undersigned is a voting member of the Arbor Place Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Article XIV, Section 6 of the Declaration and Section 18.8(e) of the Condominium Property Act.

EXECUTED this 19th day of April 2023.

Nicholas Blench

Voting Member Printed Name

Nicholas Blench

Voting Member Signature

Unit Address: 320 S. Ridgeland
Oak Park, IL 60302

320-C

Being owner(s) of Unit
3 in the Arbor Place
Condominium Association, and
having ___% ownership in the
common elements.

Mortgagee Name: _____

Mortgagee Address: _____

No Mortgage; check here:

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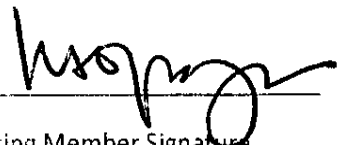
VOTING MEMBER SIGNATURE PAGE

The undersigned is a voting member of the Arbor Place Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Article XIV, Section 6 of the Declaration and Section 18.8(e) of the Condominium Property Act.

EXECUTED this 19 day of APRIL 2023.

KELLY SOPRYCH

Voting Member Printed Name



Voting Member Signature

Unit Address: 324 S. Ridgeland #3 324-C
Oak Park, IL 60302

Being owner(s) of Unit
3 in the Arbor Place
Condominium Association, and
having _____% ownership in the
common elements.

Mortgagee Name: Shell Point
Mortgagee Address: PO BOX 619063
Dallas, Tx 75261

No Mortgage; check here: _____

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VOTING MEMBER SIGNATURE PAGE

The undersigned is a voting member of the Arbor Place Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Article XIV, Section 6 of the Declaration and Section 18.8(e) of the Condominium Property Act.

EXECUTED this 12th day of APRIL 2023.

RICHARD PETRICK

Voting Member Printed Name



Voting Member Signature

Unit Address: 320 S. Ridgeland
Oak Park, IL 60302

320 - B

Being owner(s) of Unit
2 in the Arbor Place
Condominium Association, and
having ___% ownership in the
common elements.

Mortgagee Name: FIFTH THIRD BANK

No Mortgage; check here:

Mortgagee Address: 5050 KINGSLEY DR.
MD 1MDCFP
CINCINNATI OH 45263



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VOTING MEMBER SIGNATURE PAGE

The undersigned is a voting member of the Arbor Place Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Article XIV, Section 6 of the Declaration and Section 18.8(e) of the Condominium Property Act.

EXECUTED this 12th day of April 2023.

Margaret Beck

Voting Member Printed Name

Margaret Beck

Voting Member Signature

Unit Address: 326 S. Ridgeland
Oak Park, IL 60302

326 - Garden

Being owner(s) of Unit

G in the Arbor Place

Condominium Association, and
having ___% ownership in the
common elements.

Mortgagee Name: Huntington

No Mortgage; check here: ___

Mortgagee Address: 5555 Cleveland Ave GWP08
Columbus, OH 43231

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CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Porsche Winfield, state that I am the Secretary of the Board of Directors of Arbor Place Condominium Association, an Illinois not-for-profit corporation and condominium, and as such Secretary and the keeper and custodian of the books and records of said condominium, I hereby certify that the persons whose names are subscribed to the foregoing instruments represent Unit Owners representing at least seventy-five percent (75%) of the Undivided Interests, and thereby approved the foregoing amendment to the Declaration of Condominium Ownership for Arbor Place Condominium Association.

BY: Porsche Winfield
Secretary

DATE: June 7, 2023

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AFFIDAVIT OF NOTICE TO AND APPROVAL BY ELIGIBLE FIRST MORTGAGEES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

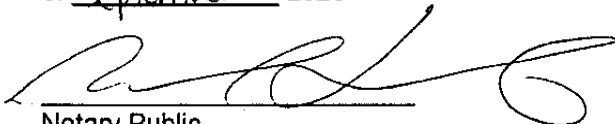
I, Darsche Winfield, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Arbor Place Condominium Association, an Illinois not-for-profit corporation and condominium, and that pursuant to Article XIV, Section 6 of the Declaration of Condominium Ownership for said condominium, written notice of the foregoing amendment has been sent by certified mail, return receipt requested, to all First Mortgagees.

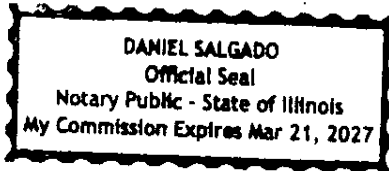
I further state that, pursuant to Article XIV, Section 1 of the Declaration of Condominium Ownership for said condominium, and pursuant to Section 27(a)(ii) of the Illinois Condominium Property Act, the foregoing amendment has been approved in writing (or by implication as provided by the Declaration/Act) by fifty-one percent (51%) of the First Mortgagees.

Darsche Winfield
Secretary

DATE September 11, 2023

SUBSCRIBED AND SWORN to
before me this 13 day
of September 2023


Notary Public



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EXHIBIT A LEGAL DESCRIPTION

UNITS 320-A, 320-B, 320-C, 322-A, 322-B, 322-C, 324-A, 324-B, 324-C, GARDEN UNIT, 326-A, 326-B, AND 326-C IN THE ARBOR PLACE CONDOMINIUMS

as delineated on the survey of the following parcel of real estate:

LOTS 16 AND 17 IN BLOCK 55, IN RIDGELAND BEING A SUBDIVISION OF SECTIONS 7 AND 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

which survey is attached as Exhibit "A" to Declaration recorded in the Office of the Recorder of Deeds of Cook County as Document No. 99631268.

Commonly Known As: 320, 322, 324, and 326 S. Ridgeland
Oak Park, Illinois 60302

Permanent Index Number: 16-08-312-023-1001
through and including: 16-08-312-023-1013