

THIS INSTRUMENT WAS PREPARED BY AND UPON  
RECORDATION, RETURNED TO:

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Doc#: 0816816011 Fee: \$120.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
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**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM OWNERSHIP  
AND BY-LAWS FOR  
801 SOUTH PLYMOUTH COURT APARTMENT CONDOMINIUM ASSOCIATION**

PIN NOS.: 17-16-419-006-1001 through 17-16-419-006-1400

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM OWNERSHIP  
AND BY-LAWS FOR  
801 SOUTH PLYMOUTH COURT APARTMENT CONDOMINIUM ASSOCIATION**

This First Amendment to the Amended and Restated Declaration of Condominium Ownership for 801 South Plymouth Court Apartment Condominium Association is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by the Board of Directors of the 801 South Plymouth Court Apartment Condominium Association ("Board").

WITNESSETH:

The property was submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for 801 South Plymouth Court Apartment Condominium, recorded in the Cook County Recorder of Deeds Office in March 1983, as Document No. 86162197; subsequently amended by the Amended and Restated Declaration of Condominium Ownership and By-Laws for 801 South Plymouth Court Apartment Condominium, recorded in the Cook County Recorder of Deeds Office in April 1999, as Document No. 99499353 (the "Declaration");

The Board and the Unit Owners desire to further amend the Declaration to maintain the Association as a residential condominium by limiting the leasing of Units; and

Section 13.06 of the Declaration requires that (i) the provisions of the Declaration may be amended by a written instrument; (ii) signed and acknowledged by not less than two-thirds (2/3) of the percentage of ownership; (iii) all mortgagees having bona fide liens of record on any one or more of the unit ownerships must receive notification of such Amendment by certified mail, as set forth in the Affidavit of the President of the Association as attached hereto as Exhibit

A and made a part hereof; and (iv) the instrument setting forth such amendment shall be recorded.

The Amendment set forth below has been signed and acknowledged by at least two-thirds (2/3) of the percentage of ownership, as attached hereto as Exhibit A. Copies of this Amendment have been sent to each mortgagee by certified mail on 5/13, 2008 pursuant to the Secretary's Certificate attached hereto as Exhibit B.

NOW, THEREFORE, Article IX, Section 9.01 of the Declaration is deleted and the following is inserted in its stead:

"9.01. Leasing

(a) With the exception of a lender in possession of a Unit following a default under any mortgage or trust deed now or hereafter of record, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, and Unit Owners who purchase a condominium Unit before the effective date of this Amendment, no Unit, or interest therein, shall be leased by a Unit Owner for short-term or hotel purposes which shall be defined as (a) any rental for a period of less than one (1) year or (b) any rental for a period where the occupants of a Unit are provided customary hotel services. No Unit Owner may lease less than the entire Unit. All leases of Units shall be in writing, and a copy of every such lease shall be furnished to the Board not later than the date of occupancy or ten (10) days after execution, whichever occurs first. The lessee under every such lease shall be bound by and subject to all of the obligations, under this Declaration and the By-Laws and rules and regulations developed by the Board from time to time, of the Unit Owner making such lease, and the failure of the lessee to comply with the terms of said instruments shall constitute a default under the lease shall expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of the said obligations.

(b) Effective upon recordation of the Amendment, upon purchase of a Unit, an Owner may not lease the Unit for a period of one year after the date of closing of the sale.

(c) To avoid undue hardship, the Board of Directors, at its sole discretion, may grant permission to any Unit Owner to lease his or her Unit once to a specified lessee for a period of less than one (1) year; unless upon a showing of continued hardship by the Owner, the Board may permit additional renewal leases of a Unit for a period of one (1) year each.

(d) To lease a Unit, or obtain a lease extension, a Unit Owner (or contract purchaser) must submit a written application to the Board. If applicable pursuant to section (c) above, the application must contain facts showing the hardship to justify the lease. The Board shall respond to each application within thirty (30) days by granting or denying the lease application. The Board has the

sole discretion to approve all applications for leases or lease extensions and any decisions of the Board will be binding on the Unit Owner or contract purchaser.

Except as expressly set forth herein, the Declaration and By-Laws shall remain in full force and effect.

IN WITNESS WHEREOF, the Board and approving Unit Owners have duly executed this First Amendment on the day and year first above written.

BOARD OF DIRECTORS OF THE  
801 SOUTH PLYMOUTH COURT APARTMENTS  
CONDOMINIUM ASSOCIATION