

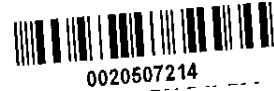
UNOFFICIAL COPY

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3554/6106 54 001 Page 1 of 12  
2002-05-03 12:12:29  
Cook County Recorder 43.00

This instrument prepared by and to be mailed to:

Mark R. Rosenbaum  
Fischel & Kahn, Ltd.  
190 S. LaSalle St., Ste 2850  
Chicago, Illinois 60603  
Box 345



Above Space for Recorder's Use Only

RECORDING FEE

DATE 5/3/03 COPIES 3

OK BY

SIXTH AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OWNERSHIP  
OF 1414 NORTH WELLS CONDOMINIUM  
CHICAGO, ILLINOIS

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This Sixth Amendment ("Amendment") made and entered into as of February 28, 2002, by 1414 North Wells Street Condominium Association, an Illinois not-for-profit corporation (the "Association").

Recitals:

- A. By the Declaration of Condominium Ownership recorded in the Office of the Recorder of Cook County, Illinois, as document no. 95389324 (the "Declaration"), the Declarant submitted certain real estate to the Illinois Condominium Property Act (the "Act"), said condominium being known as 1414 North Wells Street Condominiums (the "Condominium"); and
- B. Prior to the date hereof, the Declaration has been amended by executing and recording one Certificate of Correction and five Amendments to the Declaration. Said Certificate of Correction was recorded with the Office of the Recorder of Cook County, Illinois as document no. 96569971. Said Amendments were recorded with the Office of the Recorder of Cook County, Illinois as documents 95431147, 95490322, 95573469, 96064410, and 96841766, respectively; and
- C. The legal description of the Units now subject to the Declaration, as amended, is attached hereto as Exhibit "A" and incorporated by reference herein.
- D. The Board of Managers (the "Board") of the Association has determined that the rental by Unit Owners of Residential Units at the Association (being all Units other than the Commercial Unit and the Parking Spaces) has the effect of reducing the number of resident Owners; and
- E. The Board believes that the existence of large numbers of renters in Association

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Residential Units could adversely affect quality of life at the Association, and the marketability of Residential Units (in that mortgages for potential buyers may be more difficult to obtain), and

- F. The Board believes that the Association is best served by having as many resident Owners as possible; and
- G. The Board believes that it is in the best interests of the Association to minimize, as much as possible, the rental of Residential Units at the Association, except in certain circumstances.
- H. The Unit Owners owning at least sixty-seven percent (67%) of the total ownership of the Common Elements (as defined in the Declaration) have approved this Amendment and the Affidavit of the Secretary of the Board to that effect is attached hereto as Exhibit "B" and incorporated by reference herein; and
- I. All holders of first mortgages of record have been notified by certified mail of this Amendment and have consented hereto, and an Affidavit by the Secretary of the Association certifying to such notice and consent is attached hereto as Exhibit "B" and incorporated by reference herein.

Now Therefore, the Association, for the uses and purposes set forth above, hereby declares that the Declaration be and hereby is, amended as follows:

- 1. That the Declaration of this Association be amended by deleting Paragraph 13.07 in its entirety, and substituting the following in its stead:

"13.07. Restrictions on Leases.

- (a) In order to prevent transiency and to preserve the residential character of the Association, each Residential Unit (being each Unit other than the Commercial Unit and the Parking Spaces) shall be occupied and used as the principal residence or second home of a Unit Owner of such Residential Unit (the "Residence"). Commencing on the effective date of this Amendment, therefore, no Unit Owner may lease a Residential Unit to any person for any purpose, except as provided in subparagraphs (i) through (vi) below.
  - (i) In order for a Unit Owner to be eligible to lease the Unit Owner's Residence, the Unit Owner must have actually resided in the Residence for at least six months in a twelve consecutive month period (the "Residence Requirement"). If the Unit Owner is an entity, the Residence Requirement may be met by an Eligible Person (as defined below) residing in the Residence.

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- (ii) Once the Residence Requirement is met, a Unit Owner may lease the Residence, solely for residential purposes, for a total of not more than two years; provided, however, that:
- (1) The Residence may be leased for a two year term, or for two consecutive one year terms; and
  - (2) No lease, or extension or renewal thereof, may be for any term other than one (or two) years; and
  - (3) No assignment of a lease (except in connection with the conveyance of the Residence) and no sublease of the Residence is permitted; and
  - (4) No portion of a Residence which is less than the entire Residence shall be leased; and
- (5) Except as permitted under Subparagraph (iii), below, there shall be no further leasing of a Residence by a Unit Owner.
- (iii) The Board may, upon request, permit a Unit Owner to lease the Residence for one additional year, provided that the request is based on the undue hardship of the Unit Owner. The one additional lease year may, but need not, be consecutive to the two year right to lease set forth in Subparagraph (ii) above, or may be through extension or renewal of a then-existing lease. The determination of the existence of Unit Owner undue hardship shall be within the sole discretion of the Board, whose decision on the issue shall be final and binding on all persons. No Unit Owner shall be permitted, under any circumstances, to lease the Residence for more than three years. No portion of a Residence which is less than the entire Residence shall be leased. No assignment of the lease (except in connection with the conveyance of the Residence) and no sublease of the Residence is permitted. Business transfer, death of the resident Unit Owner, or other similar circumstances shall be factors in the determination of the existence of undue hardship.
- (iv) To establish undue hardship, a Unit Owner shall submit a written application to the Board. The application must contain facts showing an undue hardship sufficient to justify the lease, and such other information and documents, if any, as the Board may, by rule, require. The Board shall respond to each application within thirty (30) days by granting or denying the application subject to the provisions of Subparagraph (iii) above. Failure of the Board to reply within said thirty (30) day period shall be deemed an approval of the application. The lease must commence within 90 days of the approval of the application, or a new application (and approval) shall be required.

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(v) Existing Leases

(1) Any Unit Owner whose Residence is subject to an lease (or sublease) existing as of the effective date of this Amendment shall be permitted to continue leasing out the Residence until the termination date stated in said lease (or sublease), unless said lease (or sublease) is terminated prior to the expiration of its stated term. If the lease has a different termination date from its sublease, the date of termination of the lease shall control. Any options or rights to renew or extend, which rights or options were part of the lease (or sublease) as of the effective date of this Amendment may be exercised and given effect. From and after the effective date of this Amendment, no assignment of a lease (except in connection with the conveyance of the Residence) and no sublease of the Residence is permitted. In the event that such lease (or sublease) does not specify a termination date or is on a month-to-month basis, then the termination date of such lease (or sublease), for purposes of this Article, shall be the date which is one year from the effective date of this Amendment. After termination of any such existing lease, the Unit Owner shall nonetheless be entitled to the rights to lease the Residence permitted under Subparagraphs (i) and (ii), above.

(2) Possession of a Residential Unit by any person, including a family member of a Unit Owner (or Eligible Person, as that term is hereinafter defined), when the Residential Unit is not the Residence of a Unit Owner (or Eligible Person) shall be deemed a lease of the Residential Unit. For purposes of this subparagraph (2), the termination date of such a lease, if not otherwise specified or terminated, shall be the date which is one year from the effective date of this Amendment.

(vi) For purposes of this Paragraph 13.07, the possession of a Residential Unit by any of the following persons ("Eligible Persons") shall be deemed possession by the Unit Owner as a Residence:

(1) If the Residential Unit, or any interest therein, is owned by a corporation: the majority shareholder of the corporation; or

(2) If the Residential Unit, or any interest therein, is owned by a land trust: any present (not contingent, whether vested or otherwise) beneficiary of the land trust; or

(3) If the Residential Unit, or any interest therein, is owned by a trust (other than a land trust): a trustee of the trust; or

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- (4) If the Residential Unit, or any interest therein, is owned by some other form of entity: only those persons with a majority ownership interest in the entity.
- (b) Upon the written request of the Board (made at any time and from time to time), any person claiming to be an Eligible Person, shall deliver to the Board, within ten (10) business days of the such request, a certification from the entity (acceptable to the Board in its sole discretion) as to the office, title or position of the allegedly Eligible Person in order to substantiate his or her claim as an Eligible Person. Failure to timely submit such a certification shall result in the ineligibility of such person to occupy the Residence and the Board may proceed to take any and all actions as the Board deems necessary, including eviction of the occupying person or persons, for violation of the provisions of the Declaration.
- (c) Except as may be otherwise permitted by this Paragraph 13.07, it shall be a violation of this Paragraph if a person who is neither a Unit Owner of the Residential Unit nor an Eligible Person, is in possession of the Residential Unit in circumstances in which the Residential Unit is not the Residence of the Unit Owner or Eligible Person, regardless of the existence of any lease of the Residential Unit.
- (d) The rights, powers and authority of the Association, under Paragraph 13.10 (b), to lease a Unit to which it holds title shall remain in full force and effect, notwithstanding the provisions of this Paragraph 13.07.
- (e) Nothing stated in this Paragraph 13.07 shall be deemed a limitation on the now-existing rights or power of Unit Owners to lease the Commercial Unit or Parking Spaces.
- (f) Notwithstanding anything else contained herein, this Paragraph 13.07 shall in no way limit or restrict the power or right of the Board or the Association to lease to any person, on such terms as the Board shall determine, a Unit for which the Association or Board has obtained an Order of Possession under 725 ILCS 5/9-101 et seq., as amended, or other court-ordered right of possession.
- (g) The Board may adopt and amend such rules and regulations as it deems necessary or appropriate with regard to this Paragraph 13.07.”
2. That the Declaration of this Association be amended by deleting the words “the sale, conveyance or leasing” from the first line of Paragraph 13.12(d), and substituting the words “the sale or conveyance” in their stead.

In the event of any conflict between the Declaration (including any prior Certificate of Correction or Amendment) and this Sixth Amendment, this Sixth Amendment shall control. In all other


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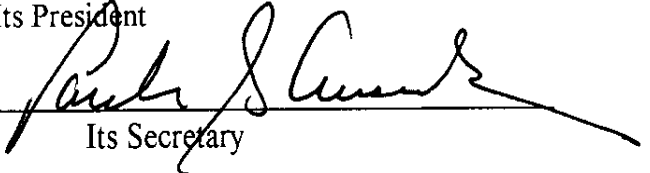
respects the Declaration remains in full force and effect.

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In Witness Whereof, the Association, by its duly elected officers, has caused its name to be affixed hereunto and caused its name to be signed hereto as of the date and year first set forth above.

1414 North Wells Street Condominium Association,  
an Illinois not-for-profit corporation

By:   
Its President

Attest:   
Its Secretary

Property of Cook County Clerk's Office

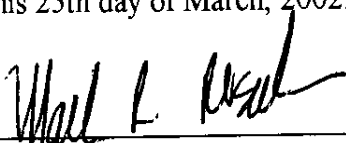
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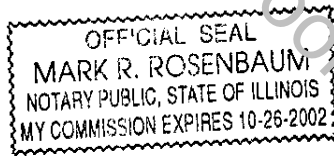
State of Illinois     )  
                                  ) ss  
County of Cook     )

I, Mark R. Rosenbaum, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that Charles Wasserman, personally known to me to be the President and Paula Ausick, personally known to me to be the Secretary of 1414 North Wells Street Condominium Association, an Illinois not-for-profit corporation, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered this instrument as their own free and voluntary act, and as the free and voluntary act of the said not-for-profit corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 25th day of March, 2002.

  
\_\_\_\_\_  
Notary Public

Seal



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## Exhibit "A"

### LEGAL DESCRIPTION

Units C-101, 201 through 214, 301 through 312, 401 through 410, 501 through 508, 601 through 608 and P-1 through P-55, all inclusive, being all Units in 1414 Wells Condominium, as delineated on a Survey of the following described real estate:

Certain lots in Bronson's Addition to Chicago, in the Northeast 1/4 of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian

which Survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document 95389327, as amended, together with each unit's undivided percentage interest in the common elements, in Cook County, Illinois.

Street Address: All said Units located at 1414 N. Wells Street  
Chicago, Illinois 60614

#### Unit No.

#### DJN

C-101	17-04-203-151-1001
201	17-04-203-151-1002
202	17-04-203-151-1003
203	17-04-203-151-1004
204	17-04-203-151-1005
205	17-04-203-151-1006
206	17-04-203-151-1007
207	17-04-203-151-1008
208	17-04-203-151-1009
209	17-04-203-151-1010
210	17-04-203-151-1011
211	17-04-203-151-1012
212	17-04-203-151-1013
213	17-04-203-151-1014
214	17-04-203-151-1015
301	17-04-203-151-1016
302	17-04-203-151-1017
303	17-04-203-151-1107
304	17-04-203-151-1108
305	17-04-203-151-1019
306	17-04-203-151-1020
307	17-04-203-151-1021
308	17-04-203-151-1022



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309	17-04-203-151-1109
310	17-04-203-151-1110
311	17-04-203-151-1024
312	17-04-203-151-1025

Unit No.

PIN

401	17-04-203-151-1026
402	17-04-203-151-1027
403	17-04-203-151-1028
404	17-04-203-151-1029
405	17-04-203-151-1030
406	17-04-203-151-1031
407	17-04-203-151-1032
408	17-04-203-151-1033
409	17-04-203-151-1034
410	17-04-203-151-1035

501	17-04-203-151-1036
502	17-04-203-151-1037
503	17-04-203-151-1038
504	17-04-203-151-1039
505	17-04-203-151-1040
506	17-04-203-151-1041
507	17-04-203-151-1042
508	17-04-203-151-1043

601	17-04-203-151-1044
602	17-04-203-151-1045
603	17-04-203-151-1046
604	17-04-203-151-1047
605	17-04-203-151-1048
606	17-04-203-151-1049
607	17-04-203-151-1050
608	17-04-203-151-1051

P-1	17-04-203-151-1052
P-2	17-04-203-151-1053
P-3	17-04-203-151-1054
P-4	17-04-203-151-1055
P-5	17-04-203-151-1056
P-6	17-04-203-151-1057
P-7	17-04-203-151-1058
P-8	17-04-203-151-1059

P-9	17-04-203-151-1060
P-10	17-04-203-151-1061
P-11	17-04-203-151-1062
P-12	17-04-203-151-1063
<u>Unit No.</u>	<u>PIN</u>

P-13	17-04-203-151-1064
P-14	17-04-203-151-1065
P-15	17-04-203-151-1066
P-16	17-04-203-151-1067
P-17	17-04-203-151-1068
P-18	17-04-203-151-1069
P-19	17-04-203-151-1070
P-20	17-04-203-151-1071
P-21	17-04-203-151-1072
P-22	17-04-203-151-1073
P-23	17-04-203-151-1074
P-24	17-04-203-151-1075
P-25	17-04-203-151-1076
P-26	17-04-203-151-1077
P-27	17-04-203-151-1078
P-28	17-04-203-151-1079
P-29	17-04-203-151-1080
P-30	17-04-203-151-1081
P-31	17-04-203-151-1082
P-32	17-04-203-151-1083
P-33	17-04-203-151-1084
P-34	17-04-203-151-1085
P-35	17-04-203-151-1086
P-36	17-04-203-151-1087
P-37	17-04-203-151-1088
P-38	17-04-203-151-1089
P-39	17-04-203-151-1090
P-40	17-04-203-151-1091
P-41	17-04-203-151-1092
P-42	17-04-203-151-1093
P-43	17-04-203-151-1094
P-44	17-04-203-151-1095
P-45	17-04-203-151-1096
P-46	17-04-203-151-1097
P-47	17-04-203-151-1098
P-48	17-04-203-151-1099
P-49	17-04-203-151-1100

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P-50	17-04-203-151-1101
P-51	17-04-203-151-1102
P-52	17-04-203-151-1103
P-53	17-04-203-151-1104
P-54	17-04-203-151-1105
P-55	17-04-203-151-1106

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Exhibit "B"

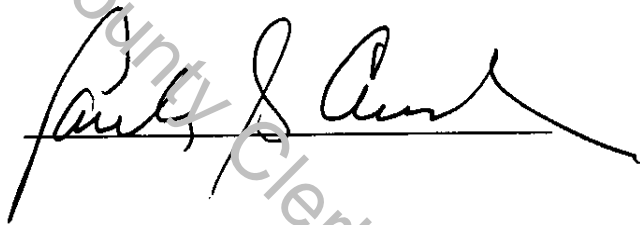
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## Affidavit

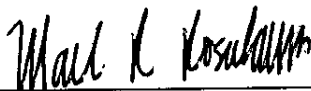
The undersigned person, being first duly sworn on oath, deposes and states as follows:

1. The undersigned is the duly elected, and now acting, Secretary of 1414 North Wells Street Condominium Association, an Illinois not-for-profit corporation.
2. The undersigned has been, and now is, duly authorized to make this Affidavit on behalf of the Association.
3. That the above and foregoing Sixth Amendment was duly approved by the vote of Unit Owners of the Association owning in excess of sixty-seven percent (67%) of the undivided percentage interests in the common elements, at a meeting of said Unit Owners duly called and properly noticed.
4. On March 26, 2002 a true and correct copy of the above and foregoing Sixth Amendment was mailed, by certified mail, return receipt requested, to all holders of first mortgages of record against any Unit, said mailing being at least thirty (30) days prior to the date of the mailing of said Sixth Amendment and the date of this Affidavit, and at least 51% of said first mortgagees have approved said Sixth Amendment, either expressly or pursuant to the terms of paragraph 11(h) of the Declaration.

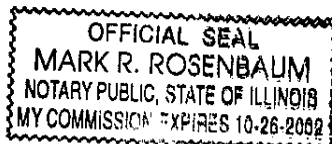
Date: May 1, 2002



Subscribed and sworn to before me  
this 3rd day of May, 2002



Notary Public



MAY 03 2002

This instrument prepared by and to be mailed to:

Mark R. Rosenbaum  
Fischel & Kahn, Ltd.  
190 S. LaSalle St., Ste 2850  
Chicago, Illinois 60603  
Box 345

Above Space for Recorder's Use Only

**SIXTH AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OWNERSHIP  
OF 1414 NORTH WELLS CONDOMINIUM  
CHICAGO, ILLINOIS**

This Sixth Amendment ("Amendment") made and entered into as of February 28, 2002, by 1414 North Wells Street Condominium Association, an Illinois not-for-profit corporation (the "Association").

Recitals:

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- B. Prior to the date hereof, the Declaration has been amended by executing and recording one Certificate of Correction and five Amendments to the Declaration. Said Certificate of Correction was recorded with the Office of the Recorder of Cook County, Illinois as document no. 96569971. Said Amendments were recorded with the Office of the Recorder of Cook County, Illinois as documents 95431147, 95490322, 95573469, 96064410, and 96841766, respectively; and
- C. The legal description of the Units now subject to the Declaration, as amended, is attached hereto as Exhibit "A" and incorporated by reference herein.
- D. The Board of Managers (the "Board") of the Association has determined that the rental by Unit Owners of Residential Units at the Association (being all Units other than the Commercial Unit and the Parking Spaces) has the effect of reducing the number of resident Owners; and
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F	LB	A
F		P
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L	MB	

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Residential Units could adversely affect quality of life at the Association, and the marketability of Residential Units (in that mortgages for potential buyers may be more difficult to obtain), and

- F. The Board believes that the Association is best served by having as many resident Owners as possible; and
- G. The Board believes that it is in the best interests of the Association to minimize, as much as possible, the rental of Residential Units at the Association, except in certain circumstances.
- H. The Unit Owners owning at least sixty-seven percent (67%) of the total ownership of the Common Elements (as defined in the Declaration) have approved this Amendment and the Affidavit of the Secretary of the Board to that effect is attached hereto as Exhibit "B" and incorporated by reference herein; and
- I. All holders of first mortgages of record have been notified by certified mail of this Amendment and have consented hereto, and an Affidavit by the Secretary of the Association certifying to such notice and consent is attached hereto as Exhibit "B" and incorporated by reference herein.

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(i) In order for a Unit Owner to be eligible to lease the Unit Owner's Residence, the Unit Owner must have actually resided in the Residence for at least six months in a twelve consecutive month period (the "Residence Requirement"). If the Unit Owner is an entity, the Residence Requirement may be met by an Eligible Person (as defined below) residing in the Residence.

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- (ii) Once the Residence Requirement is met, a Unit Owner may lease the Residence, solely for residential purposes, for a total of not more than two years; provided, however, that:
- (1) The Residence may be leased for a two year term, or for two consecutive one year terms; and
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  - (4) No portion of a Residence which is less than the entire Residence shall be leased; and
  - (5) Except as permitted under Subparagraph (iii), below, there shall be no further leasing of a Residence by a Unit Owner.
- (iii) The Board may, upon request, permit a Unit Owner to lease the Residence for one additional year, provided that the request is based on the undue hardship of the Unit Owner. The one additional lease year may, but need not, be consecutive to the two year right to lease set forth in Subparagraph (ii) above, or may be through extension or renewal of a then-existing lease. The determination of the existence of Unit Owner undue hardship shall be within the sole discretion of the Board, whose decision on the issue shall be final and binding on all persons. No Unit Owner shall be permitted, under any circumstances, to lease the Residence for more than three years. No portion of a Residence which is less than the entire Residence shall be leased. No assignment of the lease (except in connection with the conveyance of the Residence) and no sublease of the Residence is permitted. Business transfer, death of the resident Unit Owner, or other similar circumstances shall be factors in the determination of the existence of undue hardship.
- (iv) To establish undue hardship, a Unit Owner shall submit a written application to the Board. The application must contain facts showing an undue hardship sufficient to justify the lease, and such other information and documents, if any, as the Board may, by rule, require. The Board shall respond to each application within thirty (30) days by granting or denying the application subject to the provisions of Subparagraph (iii) above. Failure of the Board to reply within said thirty (30) day period shall be deemed an approval of the application. The lease must commence within 90 days of the approval of the application, or a new application (and approval) shall be required.

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(2) Possession of a Residential Unit by any person, including a family member of a Unit Owner (or Eligible Person, as that term is hereinafter defined), when the Residential Unit is not the Residence of a Unit Owner (or Eligible Person) shall be deemed a lease of the Residential Unit. For purposes of this subparagraph (2), the termination date of such a lease, if not otherwise specified or terminated, shall be the date which is one year from the effective date of this Amendment.

(vi) For purposes of this Paragraph 13.07, the possession of a Residential Unit by any of the following persons ("Eligible Persons") shall be deemed possession by the Unit Owner as a Residence:

(1) If the Residential Unit, or any interest therein, is owned by a corporation: the majority shareholder of the corporation; or

(2) If the Residential Unit, or any interest therein, is owned by a land trust: any present (not contingent, whether vested or otherwise) beneficiary of the land trust; or

(3) If the Residential Unit, or any interest therein, is owned by a trust (other than a land trust): a trustee of the trust; or



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- (4) If the Residential Unit, or any interest therein, is owned by some other form of entity: only those persons with a majority ownership interest in the entity.
- (b) Upon the written request of the Board (made at any time and from time to time), any person claiming to be an Eligible Person, shall deliver to the Board, within ten (10) business days of the such request, a certification from the entity (acceptable to the Board in its sole discretion) as to the office, title or position of the allegedly Eligible Person in order to substantiate his or her claim as an Eligible Person. Failure to timely submit such a certification shall result in the ineligibility of such person to occupy the Residence and the Board may proceed to take any and all actions as the Board deems necessary, including eviction of the occupying person or persons, for violation of the provisions of the Declaration.
- (c) Except as may be otherwise permitted by this Paragraph 13.07, it shall be a violation of this Paragraph if a person who is neither a Unit Owner of the Residential Unit, nor an Eligible Person, is in possession of the Residential Unit in circumstances in which the Residential Unit is not the Residence of the Unit Owner or Eligible Person, regardless of the existence of any lease of the Residential Unit.
- (d) The rights, powers and authority of the Association, under Paragraph 13.10 (b), to lease a Unit to which it holds title shall remain in full force and effect, notwithstanding the provisions of this Paragraph 13.07.
- (e) Nothing stated in this Paragraph 13.07 shall be deemed a limitation on the now-existing rights or power of Unit Owners to lease the Commercial Unit or Parking Spaces.
- (f) Notwithstanding anything else contained herein, this Paragraph 13.07 shall in no way limit or restrict the power or right of the Board or the Association to lease to any person, on such terms as the Board shall determine, a Unit for which the Association or Board has obtained an Order of Possession under 735 ILCS 5/9-101 et seq., as amended, or other court-ordered right of possession.
- (g) The Board may adopt and amend such rules and regulations as it deems necessary or appropriate with regard to this Paragraph 13.07.”
2. That the Declaration of this Association be amended by deleting the words “the sale, conveyance or leasing” from the first line of Paragraph 13.12(d), and substituting the words “the sale or conveyance” in their stead.

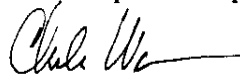
In the event of any conflict between the Declaration (including any prior Certificate of Correction or Amendment) and this Sixth Amendment, this Sixth Amendment shall control. In all other

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respects the Declaration remains in full force and effect.

In Witness Whereof, the Association, by its duly elected officers, has caused its name to be affixed hereunto and caused its name to be signed hereto as of the date and year first set forth above.

1414 North Wells Street Condominium Association,  
an Illinois not-for-profit corporation

By:   
Its President

Attest:   
Its Secretary

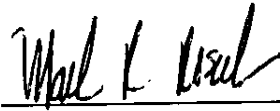
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State of Illinois        )  
                                  ) ss  
County of Cook        )

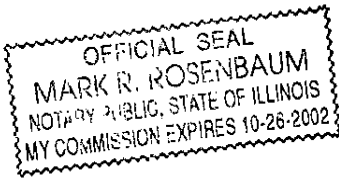
I, Mark R. Rosenbaum, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that Charles Wasserman, personally known to me to be the President and Paula Ausick, personally known to me to be the Secretary of 1414 North Wells Street Condominium Association, an Illinois not-for-profit corporation, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered this instrument as their own free and voluntary act, and as the free and voluntary act of the said not-for-profit corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this 25th day of March, 2002.



\_\_\_\_\_  
Notary Public

Seal



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## Exhibit "A"

### LEGAL DESCRIPTION

Units C-101, 201 through 214, 301 through 312, 401 through 410, 501 through 508, 601 through 608 and P-1 through P-55, all inclusive, being all Units in 1414 Wells Condominium, as delineated on a Survey of the following described real estate:

Certain lots in Bronson's Addition to Chicago, in the Northeast 1/4 of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian

which Survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document 95389327, as amended, together with each unit's undivided percentage interest in the common elements, in Cook County, Illinois.

Street Address: All said Units located at 1414 N. Wells Street  
Chicago, Illinois 60614

#### Unit No.

#### DJN

C-101	17-04-203-151-1001
201	17-04-203-151-1002
202	17-04-203-151-1003
203	17-04-203-151-1004
204	17-04-203-151-1005
205	17-04-203-151-1006
206	17-04-203-151-1007
207	17-04-203-151-1008
208	17-04-203-151-1009
209	17-04-203-151-1010
210	17-04-203-151-1011
211	17-04-203-151-1012
212	17-04-203-151-1013
213	17-04-203-151-1014
214	17-04-203-151-1015
301	17-04-203-151-1016
302	17-04-203-151-1017
303	17-04-203-151-1107
304	17-04-203-151-1108
305	17-04-203-151-1019
306	17-04-203-151-1020
307	17-04-203-151-1021
308	17-04-203-151-1022

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309	17-04-203-151-1109
310	17-04-203-151-1110
311	17-04-203-151-1024
312	17-04-203-151-1025
<u>Unit No.</u>	<u>PIN</u>
401	17-04-203-151-1026
402	17-04-203-151-1027
403	17-04-203-151-1028
404	17-04-203-151-1029
405	17-04-203-151-1030
406	17-04-203-151-1031
407	17-04-203-151-1032
408	17-04-203-151-1033
409	17-04-203-151-1034
410	17-04-203-151-1035
501	17-04-203-151-1036
502	17-04-203-151-1037
503	17-04-203-151-1038
504	17-04-203-151-1039
505	17-04-203-151-1040
506	17-04-203-151-1041
507	17-04-203-151-1042
508	17-04-203-151-1043
601	17-04-203-151-1044
602	17-04-203-151-1045
603	17-04-203-151-1046
604	17-04-203-151-1047
605	17-04-203-151-1048
606	17-04-203-151-1049
607	17-04-203-151-1050
608	17-04-203-151-1051
P-1	17-04-203-151-1052
P-2	17-04-203-151-1053
P-3	17-04-203-151-1054
P-4	17-04-203-151-1055
P-5	17-04-203-151-1056
P-6	17-04-203-151-1057
P-7	17-04-203-151-1058
P-8	17-04-203-151-1059

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P-9	17-04-203-151-1060
P-10	17-04-203-151-1061
P-11	17-04-203-151-1062
P-12	17-04-203-151-1063
<u>Unit No.</u>	<u>PIN</u>

P-13	17-04-203-151-1064
P-14	17-04-203-151-1065
P-15	17-04-203-151-1066
P-16	17-04-203-151-1067
P-17	17-04-203-151-1068
P-18	17-04-203-151-1069
P-19	17-04-203-151-1070
P-20	17-04-203-151-1071
P-21	17-04-203-151-1072
P-22	17-04-203-151-1073
P-23	17-04-203-151-1074
P-24	17-04-203-151-1075
P-25	17-04-203-151-1076
P-26	17-04-203-151-1077
P-27	17-04-203-151-1078
P-28	17-04-203-151-1079
P-29	17-04-203-151-1080
P-30	17-04-203-151-1081
P-31	17-04-203-151-1082
P-32	17-04-203-151-1083
P-33	17-04-203-151-1084
P-34	17-04-203-151-1085
P-35	17-04-203-151-1086
P-36	17-04-203-151-1087
P-37	17-04-203-151-1088
P-38	17-04-203-151-1089
P-39	17-04-203-151-1090
P-40	17-04-203-151-1091
P-41	17-04-203-151-1092
P-42	17-04-203-151-1093
P-43	17-04-203-151-1094
P-44	17-04-203-151-1095
P-45	17-04-203-151-1096
P-46	17-04-203-151-1097
P-47	17-04-203-151-1098
P-48	17-04-203-151-1099
P-49	17-04-203-151-1100

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P-50	17-04-203-151-1101
P-51	17-04-203-151-1102
P-52	17-04-203-151-1103
P-53	17-04-203-151-1104
P-54	17-04-203-151-1105
P-55	17-04-203-151-1106

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Exhibit "B"

## Affidavit

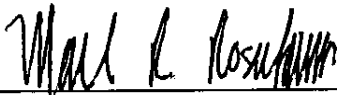
The undersigned person, being first duly sworn on oath, deposes and states as follows:

1. The undersigned is the duly elected, and now acting, Secretary of 1414 North Wells Street Condominium Association, an Illinois not-for-profit corporation.
2. The undersigned has been, and now is, duly authorized to make this Affidavit on behalf of the Association.
3. That the above and foregoing Sixth Amendment was duly approved by the vote of Unit Owners of the Association owning in excess of sixty-seven percent (67%) of the undivided percentage interests in the common elements, at a meeting of said Unit Owners duly called and properly noticed.
4. On March 26, 2002 a true and correct copy of the above and foregoing Sixth Amendment was mailed, by certified mail, return receipt requested, to all holders of first mortgages of record against any Unit, said mailing being at least thirty (30) days prior to the date of the mailing of said Sixth Amendment and the date of this Affidavit, and at least 51% of said first mortgagees have approved said Sixth Amendment, either expressly or pursuant to the terms of paragraph 11(h) of the Declaration.

Date: May 1, 2002

  
\_\_\_\_\_  
County Clerk's Office

Subscribed and sworn to before me  
this 3<sup>rd</sup> day of May, 2002

  
\_\_\_\_\_  
Notary Public

