



Prepared by and  
when recorded  
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Doc#: 0833110014 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
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**FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
214 S. HAMILTON PLACE CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR 214 S. HAMILTON PLACE CONDOMINIUM ("Amendment"), amending that certain DECLARATION OF CONDOMINIUM OWNERSHIP FOR 214 S. HAMILTON PLACE CONDOMINIUM dated May 14, 2003 and recorded with the Recorder of Deeds of Cook County, Illinois ("Recorder") on May 19, 2003 as Document No. 0313927007 ("Declaration"), is made and entered into as of the 15th day of July 2008, by the undersigned Unit Owners in the Condominium Property (hereinafter referred to as the "Owners").

**WITNESSETH THAT:**

WHEREAS, pursuant to Section 4.04 and 4.05 of the By-Laws, a special meeting of Owners was duly convened pursuant to proper notice on July 15, 2008 for the purpose of considering certain amendments to the Declaration and By-Laws of the Condominium Association;

WHEREAS, pursuant to Section 4.02 of the By-Laws, Owners representing seventy-eight percent (78%) of the Undivided Ownership Interests in the Condominium Property which is legally described on Exhibit A attached hereto were present at the special meeting constituting a quorum for voting purposes;

WHEREAS, pursuant to the terms of section 8.02 of the Declaration and Article XII of the By-Laws, the Owners desire to amend the Declaration and By-Laws for the purpose of enhancing and facilitating the operation and administration of the Condominium Association.

NOW, THEREFORE, the Owners, representing the required percentage of Ownership Interest in the Condominium Property to act hereby amend the Declaration and By-Laws as follows:

The recitals set forth above are fully incorporated herein. Any capitalized term used herein and not defined shall have the same meaning as defined in the Declaration.

**AMENDMENTS TO DECLARATION**

1. Article 8.02. Article 8.02 shall be amended by deleting the phrase "sixty percent (60%)" and replacing it with the phrase "fifty-one percent (51%)" where such phrase appears in Article 8.02.
2. New Article Thirteen. A New Article Thirteen shall be inserted in the Declaration immediately after Article Twelve as follows:

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## ARTICLE THIRTEEN Right of First Refusal

The Association shall have a right of first refusal to match the terms of any bona fide third party offer submitted to any Owner for the purchase of such Owner's Unit in the Condominium Property ("Right of First Refusal").

Owner's Notice. In the event any Owner receives a bona fide third party offer to purchase such Owner's Unit and the Owner intends to accept such offer (the "Third Party Offer"), prior to accepting the Third Party Offer, Owner shall provide written notice to the Association of Owner's intent to accept the Third Party Offer ("Seller's Notice"). Seller's Notice shall include a copy of the fully executed Third Party Offer, which shall specify the name of the prospective third party purchaser, date of offer, purchase price, copy of earnest money deposit, proof of funds to close the sale if a cash transaction; or commitment letter from a reputable lending institution if the purchase will be financed, closing date, and a statement whether the third party purchaser will occupy the Unit and any rider, addendum, or other material terms or documents executed in connection with the Third Party Offer (collectively, the "Material Terms"). Seller's Notice shall also include the name, complete address, phone and facsimile number of Owner and/or Owner's agent. The Association shall have the right, but not the obligation, to take one of following actions within thirty days (30) after receipt of Owner's Notice:

(a) Execute and deliver to Owner (i) a binding Chicago Association of Realtors Condominium Real Estate Purchase and Sale Contract to purchase the Unit which shall include the Material Terms of the Third Party Offer (the "Purchase Agreement"); along with (ii) a check made payable to Owner or Owner's agent for five percent (5%) of the purchase price indicated in the Third Party Offer (the "Purchase Agreement Deposit"). The Purchase Agreement Deposit shall be considered the "Earnest Money" as described in the Purchase Agreement; and (ii) a non-conditional loan commitment (except for final appraisal) from a reputable bank or other financial institution to finance the balance of the purchase of the Unit for not less that 95% of the purchase price as reflected in the Third Party Offer; or

(b) If the Association fails to perform as required in (a) above, then Owner may proceed and execute the Third Party Offer with the third party purchaser and the Association shall provide all necessary documentations to close the sale between Owner and the third party purchaser.

(c) As it applies to this Article, all notices or deliveries required hereunder shall be in writing and shall be served by personal delivery, next day delivery by messenger or a nationally recognized commercial courier service or by confirmed facsimile. All notices to Owner shall be sent to the address indicated in Seller's Notice and all notices to the Association shall be sent to the address as indicated below or at such other address as the Association may designate by written notice.

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ASSOCIATION:

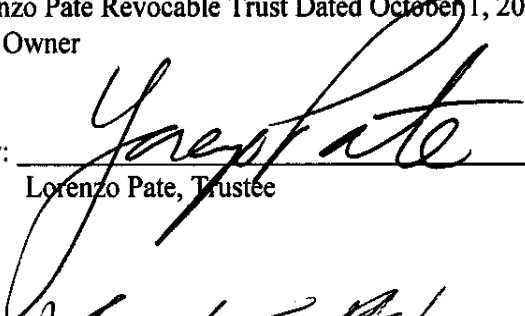
Lorenzo Pate, President  
214 S. Hamilton Place Condo Assoc.  
214 S. Hamilton Ave., Unit 3  
Chicago, IL 60612  
Facsimile: 312-421-2291

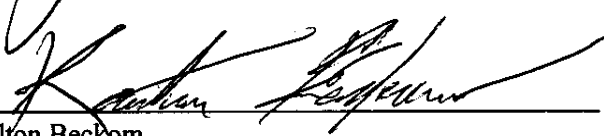
AMENDMENTS TO BY-LAWS

- 3. Article 4.02. Article 4.02 shall be amended by deleting the percentage "75%" and replacing it with the percentage "55%" where it appears in the last sentence in Section 4.02.
- 4. Article 5.01. Article 5.01 shall be amended by deleting the phrase "five (5) persons ("Directors")" and replacing it with the phrase " a minimum of one (1) and not more than five (5) persons ("Director(s))" where such phrase appears in Article 5.01.

IN WITNESS WHEREOF, the undersigned Owners have executed this Amendment as of the day and year first above written.

Lorenzo Pate Revocable Trust Dated October 1, 2003,  
56% Owner

By:   
Lorenzo Pate, Trustee

  
Karlton Beckom,  
22% Owner



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## EXHIBIT A

### LEGAL DESCRIPTION

UNITS 1N, 2N, 3, 1S, AND 2S, IN THE 214 S. HAMILTON PLACE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 7 & 8 IN BLOCK 5 IN PRISCILLA P. HAMILTON'S SUBDIVISION OF THE EAST 501.62 FEET OF THE NORTH 1622 FEET OF THE WEST ½ OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED MAY 19, 2003 AS DOCUMENT NUMBER 0313927007, AS AMENDED FROM TIME TO TIME, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Commonly Known As:

214 South Hamilton Avenue, Units 1N, 2N, 3, 1S, and 2S Chicago, Illinois 60612

PIN NUMBERS:

17-18-116-038-1001

17-18-116-038-1002

17-18-116-038-1003

17-18-116-038-1004

17-18-116-038-1005

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