



Doc#: 1024410061 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/01/2010 03:35 PM Pg: 1 of 8

**AMENDMENT TO
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND BY-
LAWS FOR 1625 WEST
BARRY
CONDOMINIUM**

For Use by Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership (the "Declaration"), which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 29, 1993 as Document No. 93592290, and covers the property legally described in Exhibit "A" (the "Property"), which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Board and Unit Owners desire to amend the Declaration concerning leasing; and

WHEREAS, Article XIX, Section 6 of the Declaration provides that except as otherwise provided in the Act, the provisions of the condominium instruments may be amended, changed, or modified by an instrument in writing setting forth such amendment, signed and acknowledged by all the members of the Board, by unanimous affirmative vote of all the unit owners, and containing an affidavit by an officer of the Board certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than 10 days prior to the date of such affidavit; and

WHEREAS, pursuant to Section 27(a) of the Illinois Condominium Property Act ("Act"), if there is any unit owner other than the developer, the condominium instruments shall be amended upon the affirmative vote of 2/3 of those voting or upon the majority specified by the condominium instruments, provided that in no event shall the condominium instruments require more than a three-quarters vote of unit owners; and

**This document prepared by and after
recording to be returned to:**

Katharine W. Griffith
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

WHEREAS, Article XIX, Section 6 of the Declaration requiring unanimous affirmative vote of all the unit owners for an amendment to the condominium instruments is superseded by Section 27(a) of the Act requiring the affirmative vote of 2/3 of those

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voting for an amendment to the condominium instruments; and

WHEREAS, said instrument has been signed and acknowledged by the President of the Board; and

WHEREAS, said instrument has been approved by an affirmative vote of 2/3 of the Unit Owners; and

WHEREAS, an officer of the Board has certified by affidavit (attached as Exhibit B) that 2/3 of the Owners of the Association have approved the amendment; and

WHEREAS, an officer of the Board has certified by affidavit (attached as Exhibit C) that a copy of the Amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of such affidavit; and

WHEREAS, the effective date of the Amendment shall be the date of recordation.

NOW, THEREFORE, Article IX of the Declaration is hereby amended as follows (additions in text are indicated by underline and deletions in text are indicated by ~~strikethrough~~):

ARTICLE IX

SALE, ~~LEASING~~ OR OTHER ALIENATION

1. ~~Sale or Lease.~~ Any sale of a unit must include the sale of the undivided interest in the common elements appurtenant to that unit, the interest of the seller in any units theretofore acquired by the governing board, or the proceeds of the sale or lease thereof, and the interest of the seller in any other assets of the Association (hereinafter collectively referred to as "appurtenant interests"). No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of except as part of a sale, transfer, or other disposition of the unit to which such interests are appurtenant, or as a part of a sale, transfer or other disposition of such part of the appurtenant interests of all units. Any deed, mortgage, or other instrument purporting to affect a unit or one or more appurtenant interest without including all such interests shall be deemed to include the interest or interests so omitted, it being the intention hereof to prevent any severance of combined ownership of units and their appurtenant interests.

2. ~~Rental of Units. Units shall not be rented for transient purposes or hotel purposes which are defined as rental for any period less than 180 days.~~

(a) Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is prohibited, except as hereinafter provided:

(i) The term "leasing of Units" includes a transaction wherein the title holder of a Unit, who does not reside therein, permits its occupancy by persons not on title

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regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term "leasing of Units" shall include any transaction wherein possession of a Unit is provided prior to transfer of title.

(ii) Occupancy of a Unit by a Family Member(s) of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed between the parties. Family Member shall be defined as a spouse, parents, and children (natural or adopted) and siblings of the Unit Owner.

(iii) The provisions of 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 leasing a unit and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(iv) In addition to the authority to levy fines against the Owner or Tenant for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the tenant, an action for injunctive and other equitable relief, or an action at law for damages.

(v) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner and/or the Tenant to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(vi) All unpaid charges including legal fees as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(vii) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

(viii) In the event a Unit is subject to a lease on the effective date of this Amendment, a copy of the lease must be provided to the Association, and in that event, the Unit Owner may continue to lease such Unit until the expiration of the current lease. Upon the expiration of the current lease of such Unit, such Unit shall be subject to all provisions of this Amendment.

End of Text of Amendment

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This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

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

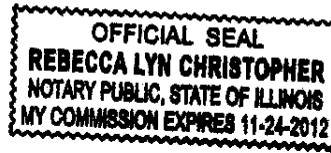
APPROVED THIS 20 DAY OF JULY, 2010.

President, Board of Directors:

[Signature]

Subscribed and sworn to before me
this 20th day of July, 2010

[Signature]
Notary Public



Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

Lot 15 in Frederick Zapel's Subdivision of the North ½ of the East ½ of the South ½ of the Northeast ¼ of the Northeast ¼ of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN NO.	UNIT NO.	PARKING SPACE NO.
14-30-212-047-1001	1	1P
14-30-212-047-1002	2	2P
14-30-212-047-1003	3	3P

Address: 1625 West Barry, Chicago, Illinois 60657

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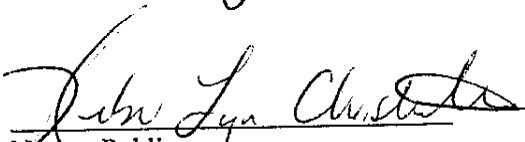
EXHIBIT B

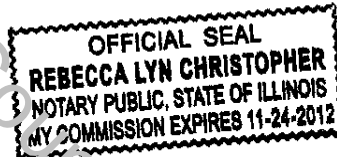
AFFIDAVIT OF OWNER APPROVAL

I, RICHARD T. RUCIET, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the 1625 West Barry Condominium Association, and that approval of at least 2/3 of the Unit Owners of the Association has been obtained.


Secretary of 1625 West Barry Condominium Association

Subscribed and sworn to before me
this 20th day of July, 2010.


Notary Public



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EXHIBIT C

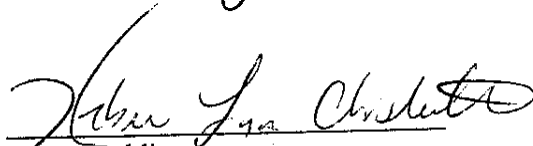
AFFIDAVIT OF MORTGAGEE SERVICE

I, RICHARD T. RUCICKI, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the 1625 West Barry Condominium Association, and that a copy of the foregoing Amendment was mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of this affidavit.



 Secretary of 1625 West Barry Condominium Association

Subscribed and sworn to before me
 this 20th day of July, 2010




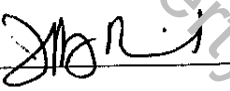
 Notary Public



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PETITION TO APPROVE AMENDING THE DECLARATION FOR THE 1625 WEST BARRY CONDOMINIUM ASSOCIATION

We, the undersigned, do hereby approve the amendment to the Declaration for the 1625 West Barry Condominium Association, specifically regarding leasing.

Name	Address	Name and Address of Mortgagee, if any ***
 _____ (signature) RUZICH, MICHAEL (print name)	<u>1625 W. BARRY # 2</u> CHICAGO, IL Date: <u>02 AUG 2010</u>	Loan No.
 _____ (signature) BRONWICH, JEFFREY (print name)	<u>1625 W. BARRY # 2</u> Date: <u>19 AUG 2010</u>	Loan No.
_____ (signature) _____ (print name)	_____ Date: _____	Loan No.
_____ (signature) _____ (print name)	_____ Date: _____	Loan No.
_____ (signature) _____ (print name)	_____ Date: _____	Loan No.
_____ (signature) _____ (print name)	_____ Date: _____	Loan No.

*** This information is required in order to send notice to mortgagees of this amendment pursuant to the terms of the Association's Declaration.