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Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/24/2010 02:25 PM Pg: 1 of 6

Prepared by and when recorded  
return to:

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Chicago, Illinois 60601

RECORDER'S STAMP

## FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE 68<sup>TH</sup> AND OGLESBY CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE 68<sup>TH</sup> AND OGLESBY CONDOMINIUM (this "Amendment") is made and entered into as of the 29<sup>th</sup> day of October, 2010 by the Board of Directors of THE 68<sup>TH</sup> AND OGLESBY CONDOMINIUM ASSOCIATION.

### RECITALS:

WHEREAS, pursuant to the terms of that certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for the 68<sup>th</sup> and Oglesby Condominium dated as of March 26, 1984, and recorded in the office of the Recorder of Deeds of Cook County, Illinois (the "Recorder") as Document No. 27043001 (the "Declaration"), Declarant (as defined in the Declaration) subjected certain property legally described on Exhibit A attached hereto and located at 6756 South Oglesby and 2334-36 East 68<sup>th</sup> Street, Chicago, Illinois to the provisions of the Condominium Property Act of the State of Illinois (765 ILCS 605/1 *et seq.*) (the "Act"). Capitalized terms not expressly defined herein shall have the meaning ascribed to such terms in the Declaration;

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WHEREAS, Unit Owner's owning in excess of two-thirds (2/3rds) of the aggregate percentage interests in Common Elements desire to amend the Declaration to govern the leasing of Units in the Building to Occupants.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. The second grammatical paragraph (and subparagraphs (i) through (vii) thereof) of Article XIII, Paragraph 2(t) is hereby deleted in its entirety and the following shall be substituted in lieu thereof:

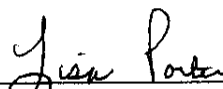
Any Unit may be leased by a Unit Owner to an Occupant pursuant to a written lease and upon any terms which do not conflict with the provisions of this Declaration or the rules and regulations of the Association; provided, however, no Unit Owner shall have the right to lease such Unit Owner's Unit in the event (i) such lease would result in more than two (2) Units in the Building being leased during the term of the proposed lease, and (ii) such Unit Owner has leased his or her Unit within the past twelve (12) months, except, however, a Unit Owner may renew an existing lease for an additional period of up to twelve (12) months (and otherwise in accordance with this paragraph) in the event that at the time of expiration of such lease term, fewer than two (2) Units in the Building are then leased and the Board shall not have received any notice of any other Unit Owner's agreement to lease such other Unit Owner's Unit on or after the expiration of the term of the expiring lease. No lease entered into by any Unit Owner shall be for a term of more than twelve (12) months. At least seven (7) days prior to the leasing of any Unit, Unit Owners must submit to the Board for approval (which approval shall not be unreasonably withheld) the proposed lease along with the telephone number (both home and work) of all Occupants and such other information as the Board shall reasonably request. Once approved, a copy of the fully executed final lease shall be delivered to the Board, along with any additional information which the Board shall reasonably request. Every Occupant shall be bound by and subject to all of the obligations (under this Declaration and the rules and regulations of the Association) of the Unit Owner making such lease, and the failure of the Occupant to comply therewith shall constitute a default under such lease and this Declaration. The Unit Owner making such lease shall not be relieved, by virtue of such lease, from any obligations under this Declaration and the rules and regulations of the Association. In addition to any other remedies provided for in this Declaration, by filing an action jointly against the Occupant and Unit Owner, the Board or the Association may seek to enjoin such Occupant from occupying such Unit or seek to evict such Occupant under the provisions of 735 ILCS 5/Article IX for failure of the Unit Owner to comply with, and failure to ensure such Occupant's compliance with this Declaration, the By-laws and the rules and regulations of the Association. The Board may also proceed directly against such Occupant, at law or in equity, or under the provisions of 735 ILCS 5/Article IX, for any other breach by such Occupant of the provisions of this Declaration or the rules and regulations of the Association.

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2. At a meeting of the Unit Owners on September 12, 2010, Unit Owners owning in excess of two-thirds (2/3rds) of the aggregate percentage interests in Common Elements voted to amend the Declaration as set forth herein.

3. All references in the Declaration to the Declaration shall mean the Declaration as amended hereby. Except as otherwise expressly amended by this Amendment, the Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned Board of Directors has caused this instrument to be executed as of the date first above written.

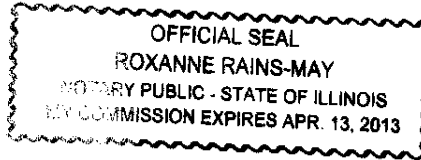
  
\_\_\_\_\_  
Lisa Porter, President

  
\_\_\_\_\_  
Heather Parish, Treasurer

  
\_\_\_\_\_  
George Morton, Secretary

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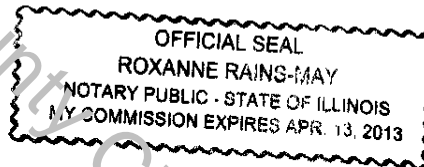
STATE OF ILLINOIS     )  
  )  
  )     SS.  
COUNTY OF COOK     )

I, Roxanne Rains-May, a Notary Public in and for County and State aforesaid, do hereby certify that Lisa Porter, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as President of The 68<sup>th</sup> and Oglesby Condominium Association, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27<sup>th</sup> day of October, 2010.

Roxanne Rains-May  
Notary Public

My Commission Expires: 04/13/13



STATE OF ILLINOIS     )  
  )  
  )     SS.  
COUNTY OF COOK     )

I, Roxanne Rains-May, a Notary Public in and for County and State aforesaid, do hereby certify that HEATHER PARISH, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Treasurer of The 68<sup>th</sup> and Oglesby Condominium Association, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29<sup>th</sup> day of October, 2010.

Roxanne Rains-May  
Notary Public

My Commission Expires: 04/13/13

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STATE OF ILLINOIS     )  
  )  
  )     SS.  
COUNTY OF COOK     )



I, Roxanne Rains-May, a Notary Public in and for County and State aforesaid, do hereby certify that GEORGE MORTON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as Secretary of The 68<sup>th</sup> and Oglesby Condominium Association, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29<sup>th</sup> day of October, 2010.

Roxanne Rains-May  
Notary Public

My Commission Expires: 04/13/13

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## EXHIBIT A

### LEGAL DESCRIPTION

UNIT 2334-B, UNIT 2334-1, UNIT 2334-2, UNIT 2334-3, UNIT 2336-1, UNIT 2336-2, UNIT 2336-3, UNIT 6756-1, UNIT 6756-2 AND UNIT 6756-3 IN THE 68<sup>TH</sup> AND OGLESBY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 21 IN BLOCK 2 IN THE LAKE SHORE AND JACKSON PARK SUBDIVISION, BEING THE EAST ½ OF THE WEST 2/3 OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NUMBER 27043001

TAX PARCEL NOS.: 20-24-405-039-1001; 20-24-405-039-1002; 20-24-405-039-1003;  
20-24-405-039-1004; 20-24-405-039-1005; 20-24-405-039-1006;  
20-24-405-039-1007; 20-24-405-039-1008; 20-24-405-039-1009; and  
20-24-405-039-1010

ADDRESSES: 2334 E. 68<sup>th</sup>, #B, #1, #2 & #3, Chicago, Illinois 60649  
2336 E. 68<sup>th</sup>, #1, #2 & #3, Chicago, Illinois 60649  
6756 S. Oglesby, #1, #2 & #3, Chicago, Illinois 60649