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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/27/2012 03:51 PM Pg: 1 of 7

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THE FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS, EASEMENTS, RESTRICTIONS AND COVENANTS, FOR THE 825-27 W. CUYLER CONDOMINIUM ASSOCIATION

This First Amendment (hereinafter, "Amendment") to the Declaration of Condominium Ownership and Bylaws, Easements, Restrictions and Covenants (hereinafter, "Declaration"), made and entered into this 24th day of January, 2012, by the Board of Directors (hereinafter, "Board") of the 825-27 W. Cuyler Condominium Association (hereinafter, "Association"), is as follows:

WITNESSETH

The Board and the owners of units in the Association (hereinafter, "Unit Owners") desire to amend Article 2.12 of the Declaration, in order to maintain the Association as a residential condominium development, and to regulate the term and circumstances of any and all permissible leases of units in the Association (hereinafter, "Units").

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Article 9.2, of the Declaration states that the provisions of the Declaration may be amended by affirmative vote of voting members, either in person or by proxy, for unit ownerships representing at least seventy-five percent (75%) of the percentage interest in the common elements of the Association, or by an instrument executed by owners of unit ownerships representing at least seventy-five percent (75%) of the percentage interest in the common elements of the Association.

The Amendment set forth below has been approved by the Approving Unit Owners who comprise at least seventy-five percent (75%) of the Units at a meeting held on January ____, 2012, pursuant to due notice thereof.

NOW, THEREFORE, the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for the 825-27 W. Cuyler Condominium Association is hereby amended as follows:

I. The following provision of the Declaration is hereby deleted:

"2.12 Lease of Condominium Unit. Any Owner shall have the right to lease all (but not less than all) of his Condominium Unit upon such terms and conditions as the Owner may deem advisable, except that no Condominium Unit shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less than 30 days. Any such lease shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. Each Owner leasing his Condominium Unit shall give a copy of the lease to the Association to the Board no later than the date of occupancy or ten days after the lease is signed, whichever occurs first. Notwithstanding anything contained herein, the provisions of this Section 2.12 and any rules or regulations adopted pursuant hereto by the Board shall not at any time apply to any Condominium Units owned by the Developer or Declarant, it being understood that the Declarant and the Developer expressly reserve the right to lease Condominium Units owned by the Declarant or the Developer."

The portion italicized above shall be amended hereunder so that the revised provision read as follows:

"2.12 Lease of Condominium Unit. Any owner shall have the right to lease all (but not less than all) of his Condominium Unit upon such terms and conditions as the Owner may deem advisable, subject to reasonable regulations pertaining thereto which may be duly enacted by the Board of Directors from time to time. No unit shall be used for transient or hotel purposes. Any such lease shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration and that failure of the lessee to comply with the terms of this Declaration shall be a

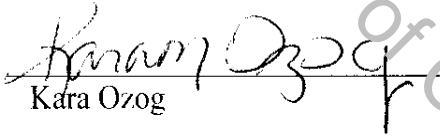
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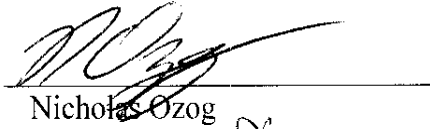
default under the lease. Notwithstanding anything contained herein, the provision of this Section 2.12 and any rules or regulations adopted pursuant hereto by the Board shall not at any time apply to any Condominium Units owned by the Developer or Declarant, it being understood that the Declarant and the Developer expressly reserve the right to lease Condominium Units owned by the Declarant or the Developer."

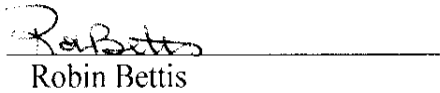
II. Leases of Units in existence at the time this Amendment is recorded shall not be impaired.

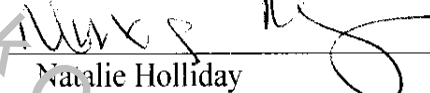
IN WITNESS WHEREOF, the Board and approving Unit Owners have duly executed this Amendment on this 24th day of January, 2012.

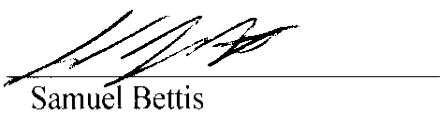
Board of Directors of the
825-27 W. Cuyler Condominium
Association:


Kara Ozog



Nicholas Ozog


Robin Bettis


Natalie Holliday


Samuel Bettis

Approving Unit Owners of the
825-27 W. Cuyler Condominium
Association

By: 
Samuel Bettis and Robin Bettis,
Presidents of the Independence Place
Condominium Association

State of Illinois)
)
County of Cook)

I, Georgia A. Beatty, a notary public in and for the county and state aforesaid, DO HEREBY CERTIFY that KARA OZOG, NICHOLAS OZOG, ROBIN BETTIS, NATALIE

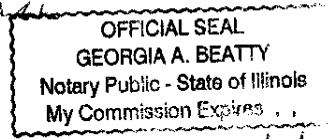
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HOLLIDAY and SAMUEL BETTIS, personally known to me to be the same persons whose names are subscribed to the foregoing Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions, and Covenants for the 825-27 W. Cuyler Condominium Association, who appeared before me in person this 24th day of January, 2012, and acknowledged that they signed and delivered the said Amendment, as their free and voluntary act, on behalf of the Association for the uses and purposes set forth therein.

Given this my hand and notarial seal this 24th day of January, 2012.

State of Illinois)
County of Cook)

Georgia A. Beatty
Notary Public

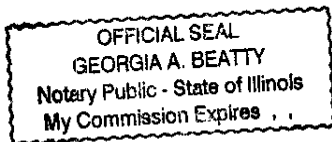


4/9/2013

I, Georgia A. Beatty, a notary public in and for the county and state aforesaid, DO HEREBY CERTIFY that ROBIN BETTIS and SAMUEL BETTIS and on behalf of the Approving Owners of the 825-27 W. Cuyler Condominium Association, whose name is subscribed to the foregoing instrument as attorney-in-fact of the Approving Unit Owners, appeared before me this day in person and acknowledged that they signed and delivered the said Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions, and Covenants for 825-27 W. Cuyler Condominium Association, who appeared before me in person this 24th day of January, 2012 and acknowledged that they signed and delivered the said Amendment, as the free and voluntary act as attorney-in-fact of the Approving Unit Owners of the 825-27 W. Cuyler Condominium Association, consisting of Unit Owners with a sufficient majority needed to approve said Amendment.

Given under my hand and notarial seal this 24th day of January, 2012.

Georgia A. Beatty
Notary Public



4/9/2013

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EXHIBIT "A"

<u>Unit No.</u>	<u>Percentage of Ownership</u>	<u>Owners' Names</u>
GE	12.36%	Michael McLaughlin Gina McLaughlin
GW	9.83%	Michael Pfeffer
1E	12.61%	Samuel Bettis Robin Bettis
1W	12.17%	Jeffrey Seidel Alex Sanchez
2E	13.07%	Chrysanthe Karayannis
2W	13.15%	Jon Rimkus Lori Rimkus
3E	13.10%	Natalie Holliday
3W	13.11%	Nicholas Ozog Kara Ozog

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EXHIBIT "B"

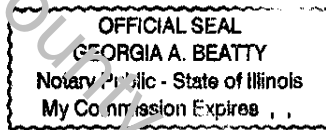
We, SAMUEL BETTIS and ROBIN BETTIS, being duly sworn on oath, state that I am the duly elected presidents of the the 825-27 W. Cuyler Condominium Association; and hereby certify that copy of the foregoing Amendment was mailed to all mortgagees having bona fide first liens of record against Units belonging to the 825-27 W. Cuyler Condominium Association.

Subscribed and sworn to me on this 24th day of January, 2012.

Georgia A. Beatty
(Notary Public)

Samuel Bettis
Samuel Bettis

Robin Bettis
Robin Bettis



1/9/2013
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EXHIBIT "C"

The property subject to this Amendment is legally described as follows:

UNITS 825-GW, -OE, -1W, -1E, -2W, -2E, -3W, -3E IN THE 825-27 W. CUYLER CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN HEDGES'S SUBDIVISION OF LOTS 1, 2 AND 4 IN HEDGES AND HULBERT'S SUBDIVISION OF THE NORTH 1/2 OF LOT 9, TOGETHER WITH LOTS 1, 2 AND 9 IN HULBERT'S SUBDIVISION OF THE SOUTH 1/2 OF SAID LOT 9 IN HUNDLEY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION, RECORDED AS DOCUMENT 0030141850; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Property Index Numbers: 14-17-418-028-1001 through -1008

Common Address: 825-27 W. Cuyler Avenue, Chicago, Illinois 60613

Cook County Clerk's Office