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Cook County Recorder of Deeds
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**AMENDMENT TO DECLARATION OF CONDOMINIUM
PURSUANT TO THE CONDOMINIUM PROPERTY ACT
FOR
TWO SOUTH LINCOLN CONDOMINIUM ASSOCIATION**

This document is recorded for the purpose of amending the Amended Declaration of the Condominium Ownership pursuant to the Condominium Property Act (hereinafter the "Declaration") for TWO SOUTH LINCOLN CONDOMINIUM (hereinafter the "Association") which Amended Declaration was recorded on May 17, 1983, as Document No. 3308443 in the office of the Registrar of Titles of Cook County, Illinois, against the property (hereinafter the "Property") legally described in the Exhibit "A" attached hereto and made a part hereof.

This Amendment is adopted pursuant to the provisions of Paragraph 17 of the aforesaid Declaration. Said section provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Registrar of Titles of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is signed and acknowledged by the Board of Mangers of TWO SOUTH LINCOLN CONDOMINIUM ASSOCIATION (hereinafter the "Board"), approved by at least seventy-five percent (75%) of the unit owners and provided further that it contains an affidavit by an officer of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees, having *bona fide* liens of record against any unit ownership, not less than ten (10) days prior to the date of such affidavit.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Registrar of Titles of Cook County, Illinois, the Property has been submitted to the provisions of the Illinois Condominium Property Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to restrict renting and leasing of units within the Association within some exceptions; and

WHEREAS, the Board and the Owners desire to further amend the Declaration in order to strike any and all right or option of first refusal; and

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WHEREAS, the amendment has been approved in writing by the acknowledged signatures of all Board members and by at least seventy-five percent (75%) of the unit owners, in compliance with Paragraph 17 of the Declaration, and due notice having been provided to all mortgagees holding *bona fide* liens of record against any unit ownership;

NOW, THEREFORE, the Amended Declaration of Condominium Ownership Pursuant to the Condominium Act for TWO SOUTH LINCOLN CONDOMINIUM ASSOCIATION is hereby amended in accordance with the text which follows (Additions in text are indicated by underline; deletions by ~~strike-outs~~):

1. Paragraph 7. SALE, LEASING OR OTHER ALIENATION. (a) The Board expressly waives and shall have no right of first refusal relative to any unit owner who desires to sell his unit or any interest therein to any person. Any unit owner other than the Developer who desires to sell his unit or any interest therein to any person shall first obtain from the proposed purchaser, a bona fide offer in writing, setting forth all the terms and conditions of said proposed transaction. If any unit owner other than the Developer receives such an offer which he intends to accept, he shall give written notice to the Board of such offer and such intention, stating the name and address of such proposed purchaser, the terms of the proposed transaction, and such other information as the Board may reasonably require. Said notice shall contain an executed copy of such offer. The giving of such notice shall constitute a warranty and representation by the giver thereof that he believes such offer, and all information contained in said notice, to be bona fide, true and correct in all respects. During the period of twenty (20) days following receipt by the Board of such written notice, the Board shall have the first right and option to purchase such unit (or to cause the same to be purchased by the designee or designees, corporate or otherwise, of the Board) upon the same terms and conditions as stated in the aforesaid notice received by the Board. If the Board shall give written notice to the unit owner within said twenty (20) day period, of its election to purchase the unit (or to cause the same to be purchased by its designee, as aforesaid), then such purchase by the Board, or its designee, shall be closed upon the same terms as such proposed sale.

If the Board shall give written notice to the seller within said twenty (20) day period that it has elected not to exercise such option, or if the Board shall fail to give notice within said twenty (20) day period that it does not elect to purchase as herein provided, then the proposed sale transaction as described and set forth in the notice to the Board may be contracted for within sixty (60) days after the expiration of said twenty (20) day period. If the seller fails to contract for such sale within such sixty (60) day period, or if he shall so contract but such sale or lease shall not be consummated pursuant to such contract, then such unit and all rights with respect thereto shall again become subject to the Board's right of first refusal and option as herein provided.

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(b) The Board expressly waives and shall have no right of first refusal relative to any unit owner who wishes to make a gift of his unit or any interest therein, or who wishes to transfer his unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee, or the assumption of an existing indebtedness, to any person or persons who would not be heirs at law of the unit owner under the Rules of Descent of the State of Illinois were he or she to die within sixty (60) days prior to the contemplated date of such gift or other transfer. Any unit owner who wishes to make a gift of his unit or any interest therein, or who wishes to transfer his unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee, or the assumption of an existing indebtedness, to any person or persons who would not be heirs at law of the unit owner under the Rules of Descent of the State of Illinois were he or she to die within sixty (60) days prior to the contemplated date of such gift or other transfer, shall give the Board not less than sixty (60) days' written notice of his or her intent to make such gift or other transfer prior to the contemplated date thereof. Said notice shall state the contemplated date of said gift or other transfer, the intended donee or transferee, and the terms in detail of such proposed other transfer and such other information as the Board shall reasonably require. The members of the Board and their successors in office shall have the first right and option to purchase (or to cause the same to be purchased by the designee or designees, corporate or otherwise, of the Board) said unit or interest therein for cash at fair market value which shall be determined by arbitration as hereinafter provided in subparagraph (d):

(c) The Board expressly waives and shall have no right of first refusal in the event that any unit owner dies leaving a will devising his or her unit, or any interest therein, to any person or persons not heirs at law of the deceased unit owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate. In the event that any unit owner dies leaving a will devising his or her unit, or any interest therein, to any person or persons not heirs at law of the deceased unit owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board and their successors in office shall have an option to purchase (or to cause the same to be purchased by the designee or designees, corporate or otherwise, of the Board) said unit or interest therein from the estate of the deceased unit owner, or from the devisee or devisees named in such will if no power of sale is conferred by said will upon the personal representative named therein, for cash at fair market value which shall be determined by arbitration as hereinafter provided in subparagraph (d):

(d) The Board expressly waives its right to appoint a qualified real estate appraiser to act as an arbitrator to determine the fair market value of any unit or interest therein, and shall have no right of first refusal to purchase any unit or interest therein at a price determined by any arbitrator so appointed by a personal representative for the estate of any deceased unit owner, or any unit owner who wishes to make a gift

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~~of his unit or any interest therein, or who wishes to transfer his unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee, or the assumption of an existing indebtedness, to any person or person who would not be heirs at law of the unit owner under the Rules of Descent of the State of Illinois were he or she to die within sixty (60) days prior to the contemplated date of such gift or other transfer. Within thirty (30) days after the appointment of a personal representative for the estate of the deceased unit owner, or the receipt by the Board of the written notice referred to in subparagraph (b) hereof, as the case may be, the Board shall appoint a qualified real estate appraiser to act as an arbitrator and shall give written notice of such appointment to the owner of the unit to be purchased, or said devisee or devisees, or personal representative, as the case may be. Within ten (10) days thereafter, said owner, or devisee or devisees, or the personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrators, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine by majority vote, the fair market value of the unit or interest therein and shall thereupon give written notice of such determination to the Board and said owner or devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the unit or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice; provided, however, that such right to purchase shall expire seven (7) months after the appointment of a personal representative of a deceased unit owner who is not empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said owner or said devisee or devisees or to said personal representative, as the case may be within said option periods.~~

~~(e) The Board expressly waives and shall have no right of first refusal in the event any unit or interest therein is sold at a judicial or execution sale. In the event any unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon the members of the Board and their successors in office shall have an irrevocable option to purchase such unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the board within said thirty (30) days after receipt of such notice it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.~~

~~(g) (i) Each Unit Owner shall occupy and use such Unit as a private dwelling for himself and his immediate family. Board permission to rent or lease Units shall not be withheld if, and only if, the following terms, conditions and circumstances are~~

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met: (1) a majority vote of Board members approves of renting or leasing said Unit; (2) the Unit Owner is current with all assessments, special or otherwise; (3) the Unit Owner agrees to become liable for and pays an additional ten percent (10%) monthly assessment surcharge to be added to the Unit Owner's regular and current monthly assessment during the time the Unit is so rented or leased; and (4) a written rental or lease agreement approved by the Board and executed by each tenant of the rented or leased Unit is used. Any lease of any Unit by any Unit Owner which does not fully comply with the terms, conditions and requirements as set forth herein shall be null and void. In addition thereto, a three (3) person committee of non-Board members shall be formed to advise the Board on any and all issues relating to the leasing of Units pursuant to this provision. Each Unit Owner shall occupy and use such Unit as a private dwelling for himself and his immediate family. Rental or leasing of Units is prohibited, except as herein provided. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Managers may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of not less than six (6) consecutive months nor more than twelve (12) months or such other reasonable terms as the Board may establish. Such permission may be granted by the Board of Managers only upon a written application by the unit Owner to the Board. The Board of Managers shall respond to each application in writing within thirty (30) days of submission thereof. All requests for extension of an original lease must also be submitted to the Board of Managers in the same manner as set forth in this original application. The Board of Managers has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease; provided, however, that in no event shall any Unit Owner be permitted to lease or rent such Unit for more than twenty-four (24) consecutive months. The Board's decision shall be final and binding.

(ii) Any and all leases in force on ~~April 1, 1991~~ at the date of adoption of this amendment are not affected and any Unit Owner renting or leasing his Unit or under contract to lease or rent his Unit prior to ~~April 1, 1991~~ to the date of adoption of this amendment, shall not be prohibited from leasing or renting his Unit; provided, however, that once title to a Unit changes hands, no leases may be signed by the new titleholder. In addition, this Section shall not apply to the rental or leasing of Units to the immediate family members of the Unit Owner. This Amendment does not affect the Board's right to a unit under the Forcible Entry and Detainer Act.

(h) The Board shall not exercise any option hereinabove set forth to purchase any unit without the prior written consent of sixty-six and two-thirds percent (66-2/3%) of the unit owners. The members of the Board or their duly authorized representatives may bid to purchase at any auction or sale of the unit or interest therein of any unit owner, deceased or living, which said sale is held pursuant to any order or direction of a court upon the prior written consent of sixty-six and two-thirds percent (66-2/3%) of the unit owners, which said consent shall set forth a maximum price which the Board is authorized to bid and pay for said unit or interest therein.

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(k) The terms of this Paragraph 7 ~~and the rights of first refusal herein provided for~~ shall not be applicable to:

(i) the transfer or conveyance, by operation of law or otherwise, of the interest of a co-owner of any unit, to any other co-owner of the same unit, where such co-owners hold title to such unit as tenants in common or as joint tenants.

(ii) the transfer by sale, lease, gift, devise or otherwise of any unit or interest therein to or for the sole benefit of any spouse, descendant, ancestor or sibling (or the spouse of any such person) of the transferor.

(iii) the execution of a bona fide trust deed, mortgage, or other security instruments.

(iv) the sale, conveyance or leasing of a unit by the holder of a mortgage or trust deed who has acquired title to such unit by foreclosure of a mortgage or trust deed on the Property, or any unit, existing on the date of this Declaration or in which the mortgagor is the Developer.

(v) any sale, conveyance, lease or transfer of a unit by the Developer.

(n) Upon the written consent of all the members of the Board, any of the rights or options contained in this Paragraph 7 may be released or waived ~~and the unit or interest therein which is subject to the right of first refusal set forth in this paragraph may be sold, conveyed, leased, given or devised free and clear of the provisions of this paragraph.~~

(o) Upon the written request of any prospective transferor, purchaser, tenant or mortgagee of a unit, the Board, by its Secretary, shall issue a written and acknowledged certificate evidencing that:

(i) with respect to a proposed sale or lease hereunder, the provisions of this Paragraph 7 have been complied with or duly waived by the Board ~~and that the rights of first refusal of the Board have been terminated~~, if such is the fact;

(ii) any conveyance, deed or lease is, by the terms hereof, not subject to the provisions of this Paragraph 7, if such is the fact;

and such a certificate shall be conclusive evidence of the facts contained therein.

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

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This instrument was prepared by:

MAYER & MARSH
123 West Madison Street
Suite 700
Chicago, Illinois 60602
Phone: (312) 980-0462
Fax: (312) 980-0465

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

We, the undersigned, are all the members of the Board of Managers of TWO SOUTH LINCOLN CONDOMINIUM ASSOCIATION, a condominium established by the aforesaid Declaration of Condominium, and by our signatures below we hereby execute and acknowledge the foregoing amendment to the Declaration.

EXECUTED AND ACKNOWLEDGED this 27th day of January, 2012.

[Signature] _____

[Signature] _____

[Signature] _____

Being all the members of the Board of Managers of TWO SOUTH LINCOLN CONDOMINIUM ASSOCIATION

I, Marc S. Mayer, a Notary Public, hereby certify that on the above date the Board of Managers of TWO SOUTH LINCOLN CONDOMINIUM ASSOCIATION, which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, they signed this instrument as their free and voluntary act and as the free and voluntary at of said Board for the uses and purposes therein set forth.

By: [Signature]
Official Seal
Marc S. Mayer
Notary Public State of Illinois
My Commission Expires 09/21/2013

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CERTIFICATION AS TO UNIT OWNERS

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, Christophos Kerkiras, state that I am the Secretary of the Board of Managers of TWO SOUTH LINCOLN CONDOMINIUM ASSOCIATION, and hereby certify that the persons whose names are subscribed to the foregoing instruments represent at least seventy-five percent (75%) of the Owners and that, by their respective signatures, said unit owners acknowledged the foregoing instrument as their free and voluntary act for the purpose set forth herein.

By: *A. Kerkiras*
 Secretary

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1. Strike no rental and replace with.

(g) (i) Each Unit Owner shall occupy and use such Unit as a private dwelling for himself and his immediate family. Board permission to rent or lease Units shall not be withheld if, and only if, the following terms, conditions and circumstances are met: (1) a majority vote of Board members approves of renting or leasing said Unit; (2) the Unit Owner is current with all assessments, special or otherwise; (3) the Unit Owner agrees to become liable for and pays an additional ten percent (10%) monthly assessment surcharge to be added to the Unit Owner's regular and current monthly assessment during the time the Unit is so rented or leased; and (4) a written rental or lease agreement approved by the Board and executed by each tenant of the rented or leased Unit is used. Any lease of any Unit by any Unit Owner which does not fully comply with the terms, conditions and requirements as set forth herein shall be null and void. In addition thereto, a three (3) person committee of non-Board members shall be formed to advise the Board on any and all issues relating to the leasing of Units pursuant to this provision.

2. Remove ALL provisions granting the board the right if first to purchase any property that is for sale.

Claudia Hofer 1D

Name

Unit

Claudia Hofer

Signature

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2. Remove ALL provisions granting the board the right of first to purchase any property that is for sale.

Chris Kerkeres 2A

Name

Unit



Signature

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2. Remove ALL provisions granting the board the right if first to purchase any property that is for sale.

LINDA S. FRANK 1/3/12

Name

Unit

Linda S. Frank

Signature

Property of Cook County Clerk's Office

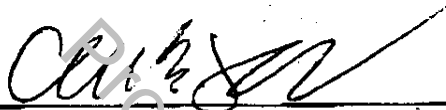
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2. Remove ALL provisions granting the board the right if first to purchase any property that is for sale.

CARMEN SONDA 12-26-2011

Name

Unit



Signature

Property of Cook County Clerk's Office

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Happy Holidays,

I hope this letter finds you well. The attached is a copy of the by-law changes that were adopted at our meeting earlier this year.

I have attached the by-law that you voted YES to.

Please sign below and send this back w your January assessment.

Thank you,

Jim Doherty

847-977-3839

1. Remove ALL provisions granting the board the right if first to purchase any property that is for sale.

MORRISSEY ZB

Name

Unit

Stacy Morrissey

Signature

Property of Cook County Clerk's Office

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Jim Doherty

847-977-3839

1. Remove ALL provisions granting the board the right if first to purchase any property that is for sale.

ANTHONY A. CASHMAN SA

Name

Unit

ANTHONY A. CASHMAN

Signature

Property of Cook County Clerk's Office

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Please sign below and send this back w your January assessment.

Thank you,

Jim Doherty

847-977-3839

1. Remove ALL provisions granting the board the right if first to purchase any property that is for sale.

ALEX V. FLORCZAK 3B

Name

Unit

Alex V. Florczak

Signature

Property of Cook County Clerk's Office

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EXHIBIT "A"

Units 1-A, 2-A, 3-A, 1-B, 2-B, 3-B, 1-C, 2-C, 3-C, 1-D, 2-D, 3-D, 1-G, 2-G, 3-G, 4-G and 5-G, as delineated on Plat of Survey of the following legally described property:

Lot One (1), Lot Two (2), Lot Three (3), The South Thirty-Three (33) feet of Lot Four (4), the South Thirty Three (33) feet of the East 4 feet of Lot Five (5), in Boyce's Lincoln Center Addition to Park Ridge, being a Subdivision of the East Half ($\frac{1}{2}$) of the North Half ($\frac{1}{2}$) of the West Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "C" to the Declaration of Condominium made by FIRST NATIONAL BANK OF CICERO, A NATIONAL BANKING CORPORATION, not individually but as Trustee, under Trust Agreement dated November 30, 1970, and under Trust Number 2956, which Declaration was registered as Document No. 3308443 together with its undivided percentage interest in the common elements.

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