



Doc#: 1411945038 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/29/2014 02:58 PM Pg: 1 of 8

**AMENDMENT TO DECLARATION  
OF CONDOMINIUM PURSUANT TO  
THE ILLINOIS CONDOMINIUM  
PROPERTY ACT FOR 10 EAST  
DELAWARE CONDOMINIUMS**

This Amendment to Declaration of Condominium Pursuant to the Illinois Condominium Property Act for 10 East Delaware Condominiums is made and entered into this 25th day of April, 2014.

**WITNESSETH**

**WHEREAS**, the real estate described in Exhibit A hereto, (the "Parcel") was submitted to the Illinois Condominium Property Act (the "Act") by the Declaration of Condominium Pursuant to the Illinois Condominium Property Act for 10 East Delaware Condominiums recorded on December 15, 2009 with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 0934910051 (as amended, the "Declaration").

**WHEREAS**, Section 21 of the Declaration provides that the provisions of the Declaration may be amended, changed or modified, upon approval of the Unit Owners collectively owning at least sixty-six and two-thirds percent (66 2/3%) of the percentage interests in the Common Elements by recording an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by the President or Vice-President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (i) the Unit Owners collectively owning the necessary percentage interests in the Common Elements have approved such amendment, change or modification, and (ii) a copy of the amendment, change or modification 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.

**WHEREAS**, the amendment to the Declaration set forth hereinbelow is signed and acknowledged by the President and Secretary of the Association.

**WHEREAS**, the amendment to the Declaration set forth hereinbelow was approved by Unit Owners collectively owning at least sixty-six and two-thirds percent (66 2/3%) of the percentage interests in the Common Elements at a special meeting of the Unit Owners called for that purpose and held on April 17, 2014.

**THIS INSTRUMENT WAS PREPARED BY AND  
AFTER RECORDING RETURN TO:**

ALLAN GOLDBERG  
ARNSTEIN & LEHR LLP  
120 S. RIVERSIDE – SUITE 1200  
CHICAGO, IL 60606

**COMMON ADDRESS:**

10 East Delaware  
Chicago, Illinois 60610

PIN: 17-03-209-028-1001 through  
17-03-209-028-1303

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**WHEREAS**, the amendment to the Declaration set forth hereinbelow was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit on April 11, 2014 and an affidavit of the Association's Secretary to that effect, made and given more than ten days after the date of such mailing, is attached hereto.

**NOW, THEREFORE**, the Board, with the approval of Unit Owners owning more than sixty-six and two-thirds percent (66 2/3%) of the percentage interests in the Common Elements does hereby amend the Declaration as follows:

1. **TERMS** Terms used herein if not otherwise defined shall have the same meaning as set forth in the Declaration.
2. **MODIFICATION** Section 14 of the Declaration is amended to add a new subsection "q" as follows:
  - (q) Smoking is prohibited in all portions of the Property including but not limited to individual Units, indoor and outdoor Common Element areas, and indoor and outdoor Limited Common Element areas, and no Unit Owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend or family member in any portion of the Property. For purposes of this subsection (q), smoking shall include the inhaling, exhaling, breathing, carrying or possession of any lighted cigarette, cigar, pipe or other similar device containing any amount of tobacco or similar substance. As of March 31, 2014, all Units shall be deemed "Grandfathered Units" and, notwithstanding the foregoing prohibitions on smoking, any person occupying a Grandfathered Unit may continue to smoke, only within such Grandfathered Unit, until such time as the Unit is sold, leased or otherwise conveyed, whichever occurs first. Grandfathered Units occupied by tenants shall lose their "Grandfather" status and become non-smoking Units upon expiration of the current lease term or January 1, 2015, whichever occurs first. For purposes of this subsection (q) only, the owner of a Grandfathered Unit after March 31, 2014 will be deemed to continue to be the owner of that Grandfathered Unit, notwithstanding any of the following transfers: any sale, resale, lease, gift, devise or other transfer (i) by any corporation, trust or other entity when the Unit Owner or persons having at least majority control of said Unit Owner are in control of the transferee, (ii) between co-Unit Owners of the same Unit, (iii) to the spouse of the Unit Owner, or (iv) to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Unit Owner or the spouse of the Unit Owner.
3. **MODIFICATION** Section 10 of the Declaration is deleted in its entirety and replaced with the following:

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(i) Except as permitted by subsections "(a)" through "(c)" of this Section 10(i), no Residential Unit Owner may (1) enter into or renew any "Occupancy Arrangement" (as hereinafter defined) with respect to any Residential Unit, or (2) allow any person who is not a Residential Unit Owner to occupy a Residential Unit pursuant to an Occupancy Arrangement; provided, however, that the Unit Owners of a Residential Units on or before March 31, 2014 may continue to allow persons who are not Residential Unit Owners to occupy that Residential Unit pursuant to an Occupancy Arrangement, for as long as that Residential Unit Owner remains the owner of that Residential Unit. As used herein, "Occupancy Arrangement" means a lease, sublease, assignment, or other agreement or arrangement, whether written or oral, whereby a Residential Unit Owner authorizes a third party to have exclusive use and occupancy of a Residential Unit, regardless of the form of consideration, if any, paid, exchanged, or otherwise provided between the Residential Unit Owner and such third-party.

(a) Less than 15% of Units Leased. Any Residential Unit Owner may enter into an Occupancy Arrangement with respect to a Residential Unit upon receipt of the Board's written confirmation that the total number of Residential Units then subject to Occupancy Arrangements is less than 15% of all of the Residential Units in the Association.

(b) Family Occupancy Arrangement. Any Residential Unit Owner may enter into an Occupancy Arrangement with his/her parents, spouse, former spouses, civil partner, children (natural or adopted), grandparents, grandchildren, or siblings.

(c) Residential Unit Owned or in Possession of the Association. The Association may enter into Occupancy Arrangements with respect to any Residential Unit of which the Association is the Residential Unit Owner or party in possession.

For purposes of this Section 10(i) owners of Residential Units who owned their Residential Unit prior to March 31, 2014 will be deemed to continue to be the owner of that Residential Unit, notwithstanding any of the following transfers which may occur after March 31, 2014: (1) a Unit Owner's transfer of ownership of a Residential Unit to a living trust or similar estate planning trust, for as long as such Unit Owner is alive and acting as the trustee under that trust; or (2) a Unit Owner's transfer of ownership of a Residential Unit to a land trust for as long as the Unit Owner is alive, and such person is and remains the sole or majority beneficial owner of that land trust.

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- (ii) No Unit Owner may enter into an Occupancy Arrangement for a Residential Unit for hotel or transient purposes which is defined as any Occupancy Arrangement for: (a) a period of less than one (1) year, or (b) for a period of more than one (1) year where hotel services normally furnished by a hotel (such as room service and maid service) are furnished to such Unit, or (c) for any commercial or non-residential purposes, or (d) in any event, without the consent of the Board, for a period of less than one (1) year.
- (iii) All leases, subleases, and assignments shall be in writing, a copy of which must be delivered to the Association not later than the date of occupancy, or ten (10) days after the lease, sublease or assignment is signed, whichever occurs first, and the lease, sublease, or assignment shall provide that the lease, sublease, or assignment shall be subject to the terms of this Declaration and the other Condominium Instruments, and that any failure of the lessee, sublessee, or assignee to comply with the terms of this Declaration or the other Condominium Instruments shall be a default under the lease, sublease or assignment.
- (iv) Any Unit Owner entering into an Occupancy Arrangement shall not be relieved thereby from any of such Unit Owner's obligations under this Declaration or the Condominium Instruments.
- (v) In addition to any other remedies, by filing an action jointly against the Unit Owner, the lessee, and any other occupants of the Residential Unit, including "unknown occupants", the Association may seek to enjoin a lessee and other occupants from occupying a Unit or may seek to evict a lessee or other occupants under the provisions of Article IX of the Code of Civil Procedure for failure of the Unit Owner to comply with the requirements prescribed by this Section 10 or by this Declaration, the By-Laws, and the rules and regulations of the Association.
4. MODIFICATION. Section 14(b) of the Declaration is modified to remove the following sentence: "Parking Units may be leased or rented, on a month-to-month basis, to any person or entity".
5. MODIFICATION. A new Section 10.1 is added to the Declaration as follows:
- 10.1
- (a) A Parking Unit may be sold, transferred, or otherwise conveyed only to a person who owns a Residential Unit in the Association.


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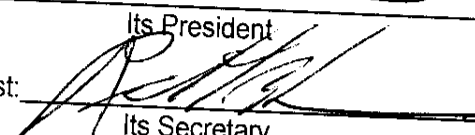
- (b) A Parking Unit Owner may enter into an Occupancy Arrangement for a Parking Unit only with a person who resides in a Residential Unit in the Association.
- (c) A Parking Unit Owner whose parking Unit is subject to an Occupancy Arrangement entered into prior to March 31, 2014 with a person who does not reside in a Residential Unit in the Association shall:
  - (i) In case such Occupancy Arrangement is on a month-to-month basis, give the Parking Unit occupant notice, not later than April 30, 2014, that such month-to-month Occupancy Agreement is being terminated by 30 days' notice so that such month-to-month Occupancy Arrangement shall effectively terminate not later than May 31st, 2014. Thereafter, the provisions of this Section 10(c) shall apply.
  - (ii) In case such Occupancy Arrangement is for a term of twelve months or less, allow the Occupancy Arrangement to expire without renewal or extension of the expiration date. Thereafter, the provisions of this Section 10.1(c) shall apply.
  - (iii) In case such Occupancy Arrangement is for a term which expires on or after December 31, 2014, such Occupancy Agreement shall become null and void as of January 1, 2015 to the extent that such Occupancy Arrangement conflicts with the provisions of the Declaration, as amended. Thereafter, the provisions of this Section 10.1(c) shall apply.

5. CONTINUATION. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed and delivered this Amendment to Declaration this 25 day of April, 2014.

**10 EAST DELAWARE  
CONDOMINIUM ASSOCIATION**

By:   
\_\_\_\_\_  
Its President

Attest:   
\_\_\_\_\_  
Its Secretary

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

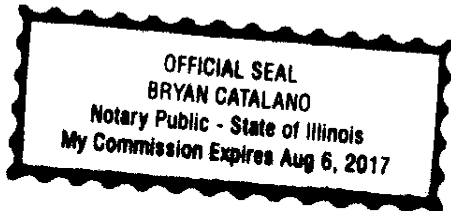
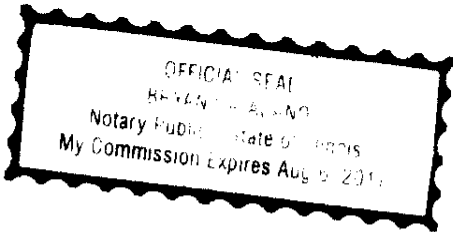
I, Bryan Catalano a Notary Public in and for said County in the State aforesaid, do hereby certify that Morton Cron and Richard Baker, personally known to me to be the President and Secretary, respectively, of the 10 East Delaware Condominium Association, appeared before me this day in person and acknowledged that as such President and Secretary they signed and delivered the above Amendment to Declaration as their free and voluntary act and as the free and voluntary act of the 10 East Delaware Condominium Association, for the uses and purposes therein set forth and pursuant to their authority as President and Secretary, respectively, of said association.

Given under my hand and seal this 25<sup>th</sup> day of April, 2014.

Bryan Catalano  
Notary Public

My Commission expires:

8/6/2017



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## EXHIBIT A

### (Legal Description)

10 EAST DELAWARE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF 10 EAST DELAWARE CONDOMINIUM, TOGETHER WITH EACH UNIT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 15, 2009 IN THE OFFICE OF THE RECORDER OF DEED OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 0934910051.

COMMON ADDRESS: 10 EAST DELAWARE, CHICAGO, ILLINOIS 60610

PINS: 17-03-209-028-1001 THROUGH 17-03-209-028-1303

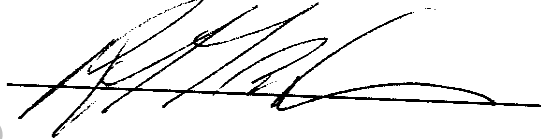
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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

### SECRETARY'S AFFIDAVIT

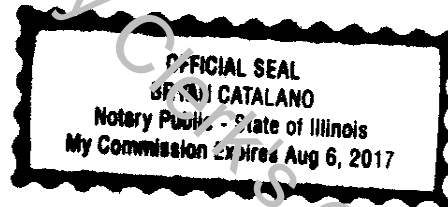
I, Rich Baker being first duly sworn on oath, depose and state that I am the duly elected Secretary of 10 East Delaware Condominium Association, an Illinois not for profit corporation, and I hereby certify: (i) the amendment to the Declaration set forth hereinabove was approved by Unit Owners owning more than sixty-six and two-thirds percent (66 2/3%) of the percentage interests in the Common Elements; and (ii) the amendment to the Declaration set forth hereinabove was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit on April 11, 2014, being more than ten days prior to the date of this affidavit.

Date: April 25, 2014



SUBSCRIBED and SWORN to before me  
this 25<sup>th</sup> day of April, 2014.

Bryan Catalano  
Notary Public



Notary Public Office