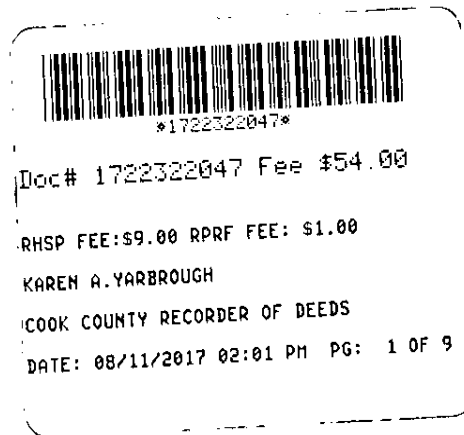


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**THE NINTH  
AMENDMENT TO THE  
DECLARATION OF  
CONDOMINIUM  
OWNERSHIP AND OF  
EASEMENTS,  
RESTRICTIONS AND  
BY-LAWS FOR  
333 S. DES PLAINES  
CONDOMINIUM  
ASSOCIATION**



This Ninth Amendment to the Declaration of Condominium Ownership for 333 S. Des Plaines Condominium Association made and entered into this 3rd day of August, 2012, by the Board of Directors of the 333 S. Des Plaines Condominium Association ("Board").

WITNESSETH:

Pursuant to the Declaration of Condominium Ownership for 333 S. Des Plaines Condominium Association which was recorded as document number 0329010168 recorded on October 17, 2003 ("Declaration"), the Board administers the condominium property located at 333 S. Des Plaines, Chicago, Illinois, which is legally described on Exhibit "A" attached to this Amendment.

The Board and the Unit Owners desire to amend the Declaration to further restrict leasing.

Article 13, Section 13.7 of the Declaration states that (i) the provisions of the Declaration may be amended by a written instrument; (ii) approved by the least sixty-seven percent (67%) of the total votes of Unit Ownership of the Common Elements; and (iii) an affidavit by the Secretary of the Board is attached stating that a copy of the amendment is sent to all first mortgages via certified mail. The amendment will be effective upon recording.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

Section 12.2 shall be deleted in its entirety and replaced with following:

**12.2 Limits on Leasing.**

"Occupancy Arrangement" means a lease or other agreement or arrangement, whether written or oral, whereby a Unit Owner authorizes a non-Unit Owner third party to occupancy of a Unit,

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regardless of the form of consideration, if any, paid, exchanged or otherwise provided between the Unit Owner and such non-Unit Owner third-party. Whether or not rent is being collected is not determinative of leasehold, instead a tenancy shall be defined as occupancy of the Unit by a third party.

“Tenancy” for the purposes of this rule, will be considered an occupancy by an individual(s) other than a parent, child, sibling, live-in fiancé, boyfriend, or girlfriend. Further, occupancy of the unit by someone other than a family member, fiancé, boyfriend or girlfriend will be considered a tenancy even if rent is not being paid.

1. Minimum Lease Period. An Occupancy Arrangement must be for a minimum lease period of one (1) year. The lease must be for the entire unit, leases for less than the entire unit are prohibited (i.e., leasing part of the unit to obtain a roommate.) The lease may only be for occupancy as a private household dwelling and not for any business purpose. Subletting by a tenant is not permitted.

2. Waiting Period. For all owners purchasing units after the enactment of this amendment, a waiting period of eighteen (18) months applies. Therefore, any new purchaser must own their unit for eighteen (18) months before they may lease their unit as provided herein.

3. Lease Requirements. All lease agreements must be fully executed by the parties and in writing and must be submitted to the Board of Directors not less than ten (10) days prior to the start of the Occupancy Arrangement. The Condominium Unit Apartment Lease issued by the Association shall be the only acceptable lease form. All leases must include language that “the occupants are obligated to comply with the Declaration, By-Laws, and Rules for 333 S. Des Plaines Condominium Association and have read these documents.”

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

5. A Unit Owner shall occupy and use such Unit as a private dwelling and not for business, speculative or investment purposes. No unit shall be lease for hotel or transient purposes. The lessee under every lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide.

A unit owner violating this leasing rule shall be subject to a fine of not less than \$50 per day for each day of the violation. For violations which continue for more than one day, the fine will be reoccurring and cumulative. A Unit Owner may not delegate transfer, surrender or avoid his duties, responsibilities and liabilities under the Condominium Instruments. In addition to any other remedies, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of a Unit Owner to comply with the provisions of the Condominium Instruments and may proceed directly against a


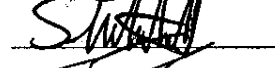

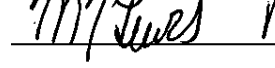
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tenant, at law or in equity, or under the provisions of the Code of Civil Procedure, for any other breach by tenant of the Condominium Instruments.

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

**IN WITNESS WHEREOF**, pursuant to the affirmative vote of the Approving Unit Owners, the Board has duly executed this Amendment on the day and year first above written.

**BOARD OF DIRECTORS OF  
333 S. DES PLAINES  
CONDOMINIUM ASSOCIATION**

	Glenn Kohn
	Stephen Whitehill
	Tom Sathorn
	Michael T Lewer
<hr/>	

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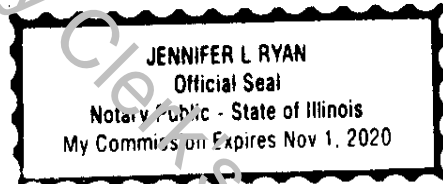
STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, Jennifer L Ryan, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY THAT Michael T Lewis, ~~President,~~ officer

\_\_\_\_\_ and  
\_\_\_\_\_ personally known to me to be the same persons whose name is  
subscribed to the foregoing Amendment to the Declaration of Condominium Ownership for the 333  
S. Des Plaines Condominium Association, as the Board of Directors of 333 S. Des Plaines  
Condominium Association, appeared before me this day in person and acknowledged that they  
signed and delivered the said Amendment as their free and voluntary act and as the free and  
voluntary act of 333 S. Des Plaines Condominium Association for the uses and purposes set forth  
therein.

Given under my hand and notarial seal this 3 day of August, 2017.

Jennifer L Ryan  
Notary Public





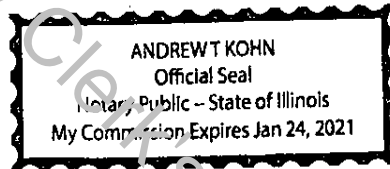
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STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, Andrew T. Kohn, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY THAT Thomas M. Settineri, President, *of a*  
[Signature], and  
[Signature] personally known to me to be the same persons whose name is  
subscribed to the foregoing Amendment to the Declaration of Condominium Ownership for the 333  
S. Des Plaines Condominium Association, as the Board of Directors of 333 S. Des Plaines  
Condominium Association, appeared before me this day in person and acknowledged that they  
signed and delivered the said Amendment as their free and voluntary act and as the free and  
voluntary act of 333 S. Des Plaines Condominium Association for the uses and purposes set forth  
therein.

Given under my hand and notarial seal this 3<sup>rd</sup> day of August, 2017.

[Signature]  
Notary Public



Notary Public  
Cook County  
Office

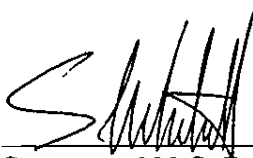
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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

### Affidavit

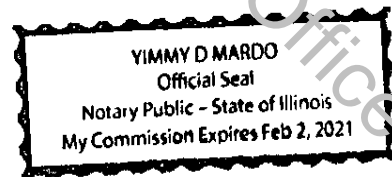
The undersigned, Secretary for the Board of Directors for 333 S. Des Plaines Condominium Association being first duly sworn, deposes and says:

1. I, Stephen Whitehill, am the duly elected and acting Secretary of 333 S. Des Plaines Condominium Association.
2. On August 3<sup>rd</sup>, 2017, I delivered, by U.S. Certified Mail, a copy of this Amendment to all First Mortgagees having a lien against a Unit in the Association.

  
Stephen Whitehill  
 Secretary, 333 S. Des Plaines Condominium Association

Subscribed and sworn to before me  
this 3<sup>rd</sup> day of August, 2017.

  
 \_\_\_\_\_  
 Notary Public



# UNOFFICIAL COPY

## EXHIBIT A

### DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENT, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 333 S. DES PLAINES CONDOMINIUM

#### LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF LOT 8 (EXCEPT THE NORTH 21.50 FEET) AND ALL OF LOTS 9, 12, 13 AND 16 TAKEN AS A TRACT WHICH LIES BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +43.07 FEET CHICAGO CITY DATUM AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE EAST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 150.47 FEET TO THE EAST LINE OF SAID TRACT (THE EAST LINE OF SAID TRACT ALSO BEING THE WEST LINE OF AN 18 FOOT ALLEY; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 77.12 FEET TO THE NORTH FACE OF AN EXISTING BRICK BUILDING; THENCE WEST ALONG THE NORTH FACE OF SAID BUILDING AND ALONG THE WESTERLY EXTENSION OF THE NORTH FACE OF SAID BRICK BUILDING, A DISTANCE OF 150.43 MORE OR LESS TO THE WEST LINE OF SAID TRACT (THE WEST LINE OF SAID TRACT ALSO BEING THE EAST LINE OF S. DES PLAINES STREET); THENCE NORTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 77.09 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH ALL THAT PART OF SAID TRACT WHICH LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +43.07 FEET CHICAGO CITY DATUM, ALL IN SUBDIVISION OF BLOCK 28 IN SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 333 S. Des Plaines Street, Chicago, Illinois

Permanent Index Nos:

*No Changes to Percentage of  
Common Element Ownership*



