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THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

NICHOLAS P. BARTZEN, ESQ.
LEVENFELD, PEARLSTEIN, LLC
2 NORTH LASALLE, SUITE 1300
CHICAGO, ILLINOIS 60602



1923116013

Doc# 1923116013 Fee \$63.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/19/2019 12:45 PM PG: 1 OF 7

TWENTY-FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS FOR SONO WEST CONDOMINIUM ASSOCIATION

This Twenty-Fifth Amendment to the Declaration of Condominium Ownership and By-Laws for the SoNo West Condominium Association ("Amendment"), is made and entered into this 30th day of JANUARY, 2017, by the Board of Directors of the SoNo West Condominium Association ("Board").

WITNESSETH:

The Board administers the condominium property for the SoNo West Condominium Association ("Association") commonly known as 860 West Blackhawk Street, Chicago, Illinois, Cook County, legally described on Exhibit A attached hereto ("Property"),

The Property was submitted to the provisions of the Illinois Condominium Property Act ("Act") pursuant to the Declaration of Condominium Ownership for SoNo West Condominium with the Recorder of Cook County, Illinois on November 6, 2008 as document number 0831145010; as amended by First Amendment recorded with the Recorder of Cook County, Illinois on December 16, 2008 as document number 0835122030; by the Second Amendment recorded with the Recorder of Cook County, Illinois on January 14, 2009 as document number 0901431034; by the Third Amendment recorded with the Recorder of Cook County, Illinois on February 24, 2009 as document number 0905545000; by the Fourth Amendment recorded with the Recorder of Cook County, Illinois on February 27, 2009 as document number 0905840769; by the Fifth Amendment recorded with the Recorder of Cook County, Illinois on March 26, 2009 as document number 0908534099; by the Sixth Amendment recorded with the Recorder of Cook County, Illinois on April 27, 2009 as document number 0911745082; by the Seventh Amendment recorded with the Recorder of Cook County, Illinois on May 28, 2009 as document number 0914844039; by the Eighth Amendment recorded with the Recorder of Cook County, Illinois on July 13, 2009 as document number 0919418040; by the Ninth Amendment recorded with the Recorder of Cook County, Illinois on August 13, 2009 as document number 0922544073; by the Tenth Amendment recorded with the Recorder of Cook County, Illinois on September 14, 2009 as document number 0926731029; by the Eleventh Amendment recorded with the Recorder of Cook County, Illinois on October 8, 2009 as document number 0928131095; by the Twelfth Amendment recorded on November 18, 2009 as document number 0932218013; by the Thirteenth Amendment recorded on December 23, 2009 as document number 0935745000; by the Fourteenth Amendment recorded on February 9, 2010 as document number 1004018032; by the Fifteenth Amendment recorded on April 14, 2010 as document

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number 1010434107; by the Sixteenth Amendment recorded on June 10, 2010 as document number 1016118004; by the Seventeenth Amendment recorded on August 20, 2010 as document number 1023239002; by the Eighteenth Amendment recorded on October 27, 2010 as document number 1030034065; by the Nineteenth Amendment recorded on July 29, 2013 as document number 1321022062; by the Twentieth Amendment recorded on 12/11/14; by the Twenty First Amendment recorded on 8/26/15; by the Twenty Second Amendment recorded on September 14, 2015 as document number 1525739082; by the Twenty Third Amendment recorded on 12/29/15; and by the Twenty Fourth Amendment recorded on June 29, 2016 as document number 1618116035 (as so amended, the "Declaration") whereby Declarant submitted to the provisions of the Illinois Condominium Property Act ("Act") the Condominium Parcel (as defined in the Declaration). All defined terms shall have the meaning ascribed to them in the Declaration; and.

The Board and the Unit Owners desire to amend the Declaration to maintain the Association as a residential condominium by limiting the leasing of Units to others as a regular practice of business (speculative, investment, or other similar purposes); but to permit leases subject only to certain exceptions and for hardship exceptions; and

Section 16.8 of the Declaration provides that the provisions of the Declaration may be amended, modified, or otherwise rescinded in whole or in part by (a) a written instrument signed and acknowledged by the President or a Vice-President of the Association; (b) approved by the Unit Owners having, in the aggregate, at least seventy-five percent (75%) of the total vote; (c) provided, however, that all First Mortgagees and trust deeds of record have been notified by certified mail of any change, modification or rescission; (d) an affidavit of the Secretary of the Association certifying to such mailing; (e) pursuant to Section 15.1 of the Declaration, approval of no less than fifty-one percent (51%) of First Mortgagees is obtained to amend Declaration provisions concerning leasing which would be binding on mortgagees, and (f) recording the amendment in the Office of the Recorder of Deeds of Cook County, Illinois.

The Leasing Amendment set forth below has been approved by the affirmative vote of Voting Members (either in person or by proxy) representing at least seventy-five (75%) percent of the total vote and at least fifty-one percent (51%) approval of First Mortgagees as set forth in Exhibit B.

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 9.1 of the Declaration is deleted in its entirety and replaced with the following:

"In order to prevent transience and to preserve the owner-occupied, residential character of the Association, the leasing of Units to others as a regular practice for business, speculative or investment purposes shall be limited as described herein this Section 9.1.

No more than 30% of Units may be leased or otherwise occupied by non-Owners (each, a "Lease"), whether through an existing Lease, a renewal or extension of a Lease, or a new Lease. For all Unit Owners who purchase a Unit after the Effective Date of these leasing restrictions, such Unit Owners shall reside in their Unit for a period of two (2) year prior to be eligible to lease a Unit in compliance with these leasing rules. No Unit shall be leased for a term less than one (1) year. Similarly, no sublease or assignment of a Lease shall be permitted for a term less than one year in duration. No Unit shall be leased for hotel or transient purposes. No portion of a Unit that is less than an entire Unit may be leased.

Unit Owners must deliver their written request to lease their Unit to Management. The Board and/or the Management will notify the inquiring Unit Owner within 14 days of such Unit Owner's inquiry if the leasing cap percentage stated above has been reached, and thus, whether such Unit Owner is entitled to enter into a Lease, or renew or re-Lease their Unit. If the leasing

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percentage cap has been reached, Management will advise the Unit Owner and the Unit Owner may ask to be put on the Unit Rental Waiting List.

If a Unit Owner with a current lease is not given permission to renew or re-Lease, such Unit Owner may not renew or re-Lease their Unit and their tenant(s) must move-out.

At such time as a Unit Owners is deemed eligible to lease his Unit, that is considered to retain this eligibility until such time as the slot is released due any one of the following:

- I. Notice by Unit Owner that they no longer intend to rent their Unit and request to be removed from the list.
- II. A Unit Owner sells his/her Unit.
- III. A Unit Owner cancels or evicts a Lessee.
- IV. Management and the Board evict a Lessee.

If an existing lease is not renewed within a period of 45 days, the Unit Owner's rental eligibility will be released and their spot on the Unit Rental Waiting List will be available for the first person on this list. The Unit Owner may request to be added back to the bottom of the Unit Rental Waiting List.

The following Leases are prohibited: (i) any Lease for a business use that is not ancillary to residential use; and (ii) any Lease of a parking space in SoNo Condominium Association garage that is not to a Unit Owner or Tenant.

Before listing or showing his/her/their Unit for the first time, the Owner of such Unit must (i) notify the Manager of his/her/their intent to lease such Unit, including the intended duration of such lease, and (ii) request the Board to approve the potential leasing of such Unit. Owners are encouraged to provide the foregoing information via e-mail (i.e., as scanned documents).

Unit Rental Waiting List Guidelines will be given to all Unit Owners who wish to place their Unit on the Waiting List. Compliance will be required to maintain eligibility to rent any Unit. Requests to rent a Unit must be made to Management by e-mail or in writing.

UNIT RENTAL WAITING LIST GUIDELINES

The following guidelines apply to all Unit Owners that request placement on the Unit Rental Waiting List. Compliance is required from all Unit Owners in order to maintain your eligibility to rent your respective Unit once notified of availability. Failure to comply with all the outlined guidelines will result in immediate removal from the Unit Rental Waiting List and/or immediate loss of rental eligibility.

A copy of the approved Unit Rental Waiting List Guidelines will be distributed to each Unit Owner at the time the Unit Owner requests placement on the Unit Rental Waiting List.

If/When the rental percentage falls below 30% the first Owner on the Unit Rental Waiting List will be contacted in writing by Management. The Unit Rental notification letter will outline the Unit Owner's eligibility to rent his/her Unit. A copy of the Unit Rental Waiting List Guidelines will accompany this letter.

Once the "Eligible Unit Owner" has been notified that he/she may rent the respective Unit, the Unit Owner has 45 days from the date of the Management's written eligibility notification to present Management with a fully executed lease. The lease must be for a period of not less than one year.

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The "Eligible Unit Owner" may forfeit the right to rent his/her Unit at any time and ask to be placed at the bottom of the Unit Rental Waiting List.

If the "Eligible Owner" does not rent his/her rental Unit within 45 days and/or does not specifically request to be placed at the bottom of the Unit Rental Waiting List, the Unit Owner's name will be removed from the Unit Rental Owner List.

If the rental percentage is still below 30% at the end of the 45 days, the next Owner on the Unit Rental Waiting List will be contacted in writing.


If an Eligible Owner completes the rental process and rents his/her Unit within 45 days of notification and continues to rent the Unit subject to the terms and conditions contained herein, the Owner will maintain rental eligibility.

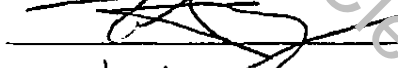
If the Unit Owner decides at any time to move back into the Unit, the Unit Owner no longer retains the right to rent his/her Unit. The Unit Owner may request to be placed back on the Unit Rental Waiting List.

2. Except as expressly set forth herein, the Declaration shall remain in full force and effect. All capitalized terms used herein shall have the meaning afforded them in the Declaration unless otherwise specified.

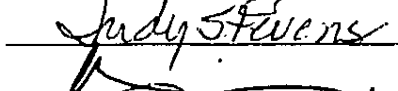
IN WITNESS WHEREOF, the Board has duly executed this Leasing Amendment on the day and year first above written.

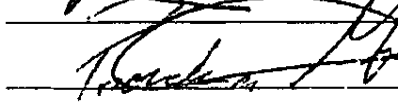
BOARD OF DIRECTORS OF THE
SONO WEST CONDOMINIUM ASSOCIATION





 Judy Stevens



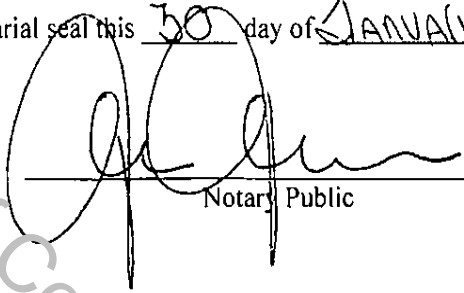


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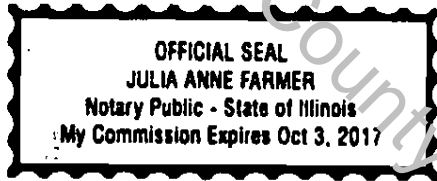
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Julia Farmer, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Roy Fellas, the President or Vice-President of the SoNo West Condominium Association, personally known to me to be the same persons whose names are subscribed to the foregoing Twenty-Fifth Amendment to the Declaration of Condominium Ownership for the SoNo West Condominium Association, appeared before me this day in person and acknowledged that they signed and delivered said Amendment as their free and voluntary act and as the free and voluntary act of the SoNo West Condominium for the uses and purposes set forth therein.

Given under my hand and notarial seal this 30 day of JANUARY, 2017.



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF THE TOTAL PARCEL

LOTS 16 TO 25, BOTH INCLUSIVE, (EXCEPT THE NORTH 14.00 FEET OF THE EAST 31.08 FEET OF LOT 16) ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 52, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO,

THE WEST 9.50 FEET (EXCEPT THE NORTH 14.00 FEET THEREOF) OF THE NORTH-SOUTH VACATED ALLEY IN BLOCK 44 LYING EAST OF THE EAST LINE OF LOTS 16 TO 25, BOTH INCLUSIVE, AND LYING WEST OF THE WEST LINE OF LOTS 26 TO 35, BOTH INCLUSIVE, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 60 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO,

THE WEST 145.22 FEET OF THE SOUTH HALF OF THE EAST-WEST VACATED ALLEY IN BLOCK 44, LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 15, BOTH INCLUSIVE, AND LYING NORTH OF THE NORTH LINE OF LOT 16 AND LOT 26 AND THE NORTH LINE OF LOT 16 PROLONGATED EASTERLY TO THE NORTHWEST CORNER OF LOT 26 ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO,

THE WEST 185.81 FEET OF THE VACATED NORTH 0.50 FEET OF WEST BLACKHAWK STREET SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 25 AND LOT 35 AND THE SOUTH LINE OF LOT 25 PROLONGATED EASTERLY TO THE SOUTHWEST CORNER OF LOT 35, ALL IN BLOCK 44 IN JOHN YALE'S RESUBDIVISION OF BLOCKS 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 AND 72 IN ELSTON ADDITION TO CHICAGO IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 17-05-214-010
17-05-214-011 (AFFECTS THE LAND AND OTHER PROPERTY)
17-05-214-012 (AFFECTS THE LAND AND OTHER PROPERTY)

ADDRESS: 860 WEST BLACKHAWK STREET
CHICAGO, ILLINOIS 60642

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EXHIBIT B

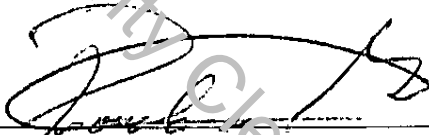
SECRETARY'S CERTIFICATION

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, PRAVESH GOYAL, being duly sworn on oath, do hereby state that:

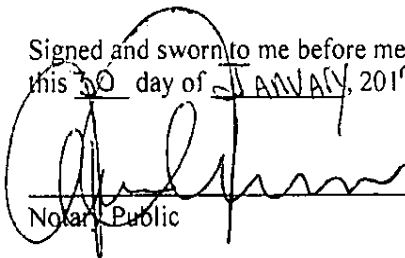
1. I am the duly elected, qualified and acting Secretary of the SoNo West Condominium ("Association").
2. I am the keeper of the corporate records of the Association.
3. That all First Mortgages and trust deeds of record have been notified by certified mail of any change, modification or rescission, as prescribed by the Declaration.
3. This Twenty-Fifth Amendment to the Declaration of Condominium Ownership for the SoNo West Condominium was approved by the affirmative vote of Voting Members (either in person or by proxy) representing at least seventy-five (75%) percent of the total vote and approval of the First Mortgages representing not less than fifty-one percent (51%) of unit ownerships.

FURTHER AFFIANT SAYETH NAUGHT.



 PRAVESH GOYAL, Secretary
 SoNo West Condominium Association

Signed and sworn to me before me
 this 30 day of JANUARY, 2017



 Notary Public

