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EXHIBIT

ATTACHED TO

0010222011

DOCUMENT NUMBER

3-21-01

SEE PLAT BOOK

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Property of Cook County Clerk's Office

10660100

10128

Prepared by and after Recording Return to:

Kathryn Kovitz Arnold, Esq.
Shefsky & Froelich Ltd.
444 North Michigan Avenue
Suite 2500
Chicago, Illinois 60611

EXHIBIT ATTACHED

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM
ACORN LOFTOMINIUM, A CONDOMINIUM

This First Amendment to the Declaration of Condominium for Acorn Loftominium, a Condominium ("Amendment"), dated this 19th day of March, 2001, is made by LaSalle Bank National Association, formerly known as LaSalle National Bank, as Trustee under Trust Agreement dated January 24, 2000 and known as Trust Number 122971 and not personally (herein the "Declarant").

WITNESSETH:

WHEREAS, by that certain Declaration of Condominium of Acorn Loftominium, a Condominium (the "Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois on May 22, 2000 as Document No. 506860, the Declarant submitted certain real estate more particularly described on Exhibit A attached hereto and incorporated herein to the provisions of the Illinois Condominium Property Act (the "Act");

WHEREAS, the Declaration provides in Section 3(b) that the Declarant may subdivide units and record an Amendment to the Declaration to evidence such subdivision;

WHEREAS, Declarant wishes to subdivide Unit 103 into Unit 103-A and 103-B and Unit 104 into Unit 104-A and Unit 104-B;

WHEREAS, Declarant wishes to clarify certain maintenance issues and use of the storage spaces under the Declaration which were unclear due to a scrivener's error; and

WHEREAS, Section 11(f) of the Declaration allows the Declarant to make such a modification through this Amendment.

CTI 7612374 DB K 1 all

Handwritten signature/initials in a box, possibly 'M'.

Handwritten notes: 75.00, 3/21/01, JM, 10pgs

NOW THEREFORE, the Declarant, hereby amends the Declaration as follows:

1. Page 5 of 11 of Appendix B to the Declaration is deleted in its entirety and replaced with Exhibit B attached to this Amendment and incorporated herein, which sets forth the delineation of Units 103-A, 103-B, 104-A and 104-B.

2. The percentage interest of each of Units 103-A, 103-B, 104-A and 104-B are set forth below:

<u>Unit</u>	<u>Percentage Interest</u>
103-A -	1.7673
103-B -	.9726
104-A -	1.0124
104-B -	1.6517

The percentage interests of all other Units remain as set forth on Appendix C to the Declaration.

3. Section 1(bb), Storage Spaces, is amended by deleting the first sentence thereof and replacing it with the following:

"1(bb). Storage Spaces. Those areas of the Common Elements within the Storage Area provided for storage purposes; provided, however, the Storage Spaces located in the basement level of the Property may be used for any purpose, including, but not limited to storage purposes, so long as such use does not violate zoning or other ordinances applicable thereto."

4. The following is added as Article 12 of the Declaration:

"12. Maintenance.

12.(a) Repairs and Replacements. Notwithstanding anything contained in this Declaration to the Contrary, each Unit Owner shall furnish and be responsible for, at its own expense, all of the maintenance, repairs and replacements within its own Unit, including, without limitation, all additions, improvements, betterments and alterations, all internal installations of such Unit, such as refrigerators, ranges and other kitchen appliances, lighting fixtures and electrical fixtures, furnaces, air-conditioners, condensers and plumbing (except for windows and window frames appurtenant thereto and all exterior doors appurtenant thereto), and, except as described in Subsection (b) below, any portion of any other utility

service facilities located within the Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water and electricity to the Units shall be furnished by the Association as part of the Common Elements.

12.(b) The Association. Notwithstanding anything contained in this Declaration to the contrary, the Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Property, including all windows and window frames and all exterior doors and all balconies, but excluding all interior surfaces of walls, ceilings and floors. In addition, the Association shall maintain, repair and replace all pipes, wires, conduits, flues, shafts and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system not exclusively serving such Unit, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets. Unless governed by Section 8(a) of this Declaration, maintenance, repairs and replacements of the Common Elements shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws and Rules and Regulations of the Association.

12.(c) Enforcement of Provisions. Whenever the Board shall determine, in its discretion, that any maintenance and repair of any Unit (or any Limited Common Elements appurtenant to a Unit which are to be maintained by a Unit Owner) is necessary to protect the Common Elements or any other portion of the Property or the Building, the Board may cause a written notice of the necessity for such maintenance and repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any Occupant of such Unit or by mailing the same by certified or registered mail addressed to the Unit Owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner. The Board shall have exclusive authority to take or refrain from taking any action pursuant to this Article. All expenses which, pursuant to this Section, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board."

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5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Declarant has caused its name to be signed to these presents on the day and year first written above.

This instrument is executed by LASALLE BANK National Association, not personally but solely as trustee, as agent in the exercise of the power and authority conferred upon it in the instrument hereto attached. All the terms, provisions, covenants, conditions and stipulations contained therein, and the performance by LASALLE BANK National Association of its obligations thereunder, shall be governed, as to all intents and purposes, by the terms, provisions, covenants, conditions and stipulations contained therein, and no personal liability shall be incurred by LASALLE BANK National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

LaSalle Bank National Association, formerly known as LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated January 24, 2000 and known as Trust Number 12297, and not personally

By: Harriet Denisewicz
Name: Harriet Denisewicz
Its: Trust Officer

ATTEST:

By: Nancy A. Carlin
Its: Nancy A. Carlin
Assistant Secretary

688915.1

Property of Cook County Clerk's Office

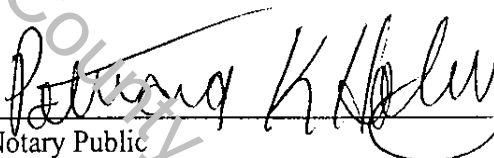
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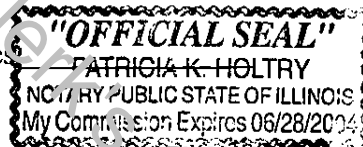
STATE OF ILLINOIS)
) SS.
----- COUNTY OF COOK -----)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Harriet Denisevicz and Nancy A Carlin, as Trust / Officer and Assistant Secretary of LaSalle National Bank, as Trustee under Trust Agreement dated January 24, 2000, and known as Trust Number 122971, National Association personally known to me to be the same people whose names are subscribed to the foregoing instrument as such Trust / Officer and Asst Secretary appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of March, 2001.


Notary Public

My commission expires



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CONSENT OF MORTGAGEE

Holder of Note secured
LaSalle Bank National Association, as by Mortgage, recorded
with the Office of Cook County, Illinois recorder, on Feb.22,2000 as Document No.
00129415, hereby consents to the execution and recording of the above and foregoing First
Amendment to the Declaration of Condominium of Acorn Loftominium, a Condominium.

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be signed on its
behalf at Chicago, Illinois, on this 16th day of March, 2001.

LASALLE BANK NATIONAL ASSOCIATION

By:

Allen P. Blum

Its:

Vice President

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JANICE M. MIKOL, a Notary Public in and for the County and State aforesaid, do hereby certify that ALEC P. BLISS, as V.P. of LASALLE BANK NA personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said _____ for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16TH day of MARCH, 2001.

Janice M. Mikol
Notary Public

My commission expires 5/31/03



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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1: ACORN LOFTOMINIUM, A CONDOMINIUM

THAT PART OF BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8,
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK; THENCE NORTH 90
DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK,
93.74 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 175.79 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 32.22 FEET; THENCE
SOUTH 0 DEGREES 03 MINUTES 44 SECONDS WEST, 39.97 FEET; THENCE SOUTH 89
DEGREES 58 MINUTES 46 SECONDS WEST, 126.29 FEET TO THE WEST LINE OF SAID
BLOCK; THENCE NORTH 0 DEGREES 05 MINUTES 52 SECONDS EAST, ALONG SAID
WEST LINE, 215.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: ACORN LOFTOMINIUM, A CONDOMINIUM

THAT PART OF BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8,
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK; THENCE NORTH 90
DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK,
93.74 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 175.79 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 19.89 FEET TO THE
POINT OF BEGINNING; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00
SECONDS EAST, 12.02 FEET; THENCE NORTH 0 DEGREES 03 MINUTES 44 SECONDS
EAST, 25.67 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 12.02
FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 44 SECONDS WEST, 25.67 FEET TO THE
POINT OF BEGINNING, LYING ABOVE A HORIZONTAL PLANE OF ELEVATION +40.90 FEET
CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE OF +50.90 FEET
CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 4: ACORN LOFTOMINIUM, A CONDOMINIUM (SURFACE PARKING)

LOT 10 AND THE NORTH 1/2 OF LOT 13 AND THE WEST 70 FEET OF THE NORTH 6
INCHES OF THE SOUTH 1/2 OF LOT 13 IN BLOCK 50 IN CARPENTER'S ADDITION TO
CHICAGO IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AREA = 9,474.8 SQUARE FEET OR 0.2175 ACRES.

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007612374 DB
STREET ADDRESS: 1017 W. WASHINGTON
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 17-08-446-001-0000

LEGAL DESCRIPTION:

PARCEL 1: UNIT NO(S). 101, 102, 103-A, 103-B, 104-A AND 104-B , 105, 106, 2A/B, 2C, 2D, 2E, 2F, 2G, 2H, 2I, 2J, 2K, 3A/B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 4A/G, 4B, 4C, 4D, 4E, 4F, 4H/I, 5A/G, 5B, 5C, 5D, 5E, 5F, 5H/I, 6A/B, 6C, 6D, 6E, 6F, 6G, 6H/I, 7PH-A, 7PH-B, S1, S2, S3, S4, S5, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW AND PX IN THE ACORN LOFTOMINIUM, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS 2, AND LOTS 3 AND 4 IN THE ASSESSOR'S DIVISION OF LOTS 1 TO 9, BOTH INCLUSIVE, IN BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO; TOGETHER WITH LOT 10 AND THE NORTH 1/2 OF LOT 13 AND THE WEST 70 FEET OF THE NORTH 6 INCHES OF THE SOUTH 1/2 OF LOT 13 IN BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS APPENDIX "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00366860, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY FOR ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT AS SET FORTH IN THE GRANT OF EASEMENTS AND OPERATING AGREEMENT RECORDED AS DOCUMENT NUMBER 00366855.

EXHIBIT ATTACHED