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Doc#: 0418134075  
Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
Date: 06/29/2004 12:00 PM Pg: 1 of 7

## FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR 4239 NORTH KEYSTONE CONDOMINIUM

This document is executed on this the 18<sup>th</sup> day of June, 2004, for the purpose of amending the Declaration of Condominium (hereafter referred to as "Declaration") for 4239 North Keystone Condominium ("Condominium"), which Declaration was made and entered into by 4239 N. Keystone Development, Inc., an Illinois corporation ("Developer") and recorded on February 27, 2004, as Document No. 0405831097 in the Office of the Recorder of Deeds of Cook County, Illinois against the Property (hereafter referred to as "Property") legally described in Exhibit 1 attached hereto.

This Amendment is adopted pursuant to the provisions of Article XII, Paragraph 5 of the Declaration which provides a method to change or modify the condominium Declaration.

### RECITALS

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

WHEREAS, Article XII, Paragraph 10 of the Declaration provides a procedure for amending the Declaration to make any changes or modifications to the Declaration; and

NOW THEREFORE, the Declaration for 4239 North Keystone Condominium is hereby amended in accordance with the text which follows (additions in text are indicated by underline; deletions by ~~strike-outs~~):

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## Amendment 1.

### ARTICLE IV

#### GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to Provisions of Act. The Property is hereby submitted to the provisions of the Condominium Property Act of the State of Illinois.

2. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent the severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. Fireplaces. The fireplaces in the building shall be Limited Common Elements for the sole and exclusive use of the Units into which they open. the Fireplace Limited Common Elements shall be maintained by the Owner of the Units to which such Limited Common Element Fireplaces are appurtenant at their sole expense. The cost of cleaning and maintaining the chimneys or flues for such Limited Common Element Fireplaces shall be paid by the Association as a common expense.

4. Encroachments and Easements.

a. If any part of the Common Elements encroaches or shall hereafter encroach on any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach on any part of the Common Elements, or any portion of any Unit encroaches on any part of any Unit as a result of the construction, repair, reconstruction, settlement, or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching as long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for and encroachment shall in no event be created in favor of any owner of a Unit other than the Owner or the Developer or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners.

b. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires, and equipment over, under, along, and on any part of the Common Elements, as they exist on the date of the recording hereof.

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## Amendment 2.

### ARTICLE X DESCRIPTION OF UNITS

1. Description of the Units. (a) It is understood that each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a unit in the delineation thereof in Exhibit "D". All Units, are delineated on the Plat attached hereto as Exhibit D and made a part of this Declaration. The legal description of each Unit shall consist of the indentifying number or symbol of such Unit as shown on the Plat. Said Units are legally described on Exhibit A attached hereto and made a part hereof. Each of the Units shall have the following limited common element parking units and storage units assigned to them:

<u>Condominium Unit</u>	<u>Parking</u>	<u>Storage</u>
1N	P-1	S-1
1S	P-2	S-8
2N	P-3	S-2
2S	P-4	S-7
3N	<del>P-5</del> , P-7	S-3
3S	P-6, <del>P-5</del>	S-6
4N	<del>P-7</del> , P-9	S-4
4S	P-8	S-5

(b) The Developer has assigned the parking units to certain Units and the percentage interest in the Common Elements appurtenant to each such Unit includes and allocation of Common Elements attributable thereto on account of such assignment, all as determined by the Developer in accordance with the Act. Before the conveyance by the Developer of the particular Units involved, the Developer shall have the authority, without consent of any other party, to make any amendment to the Declaration necessary to reallocate and reassign the parking unit theretofore assigned to such Units and, if necessary, to change the percentage of ownership interest in the Common Elements attributable to such Units.

2. Certain Structures Not Constituting Part of a Unit. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of said unit, while any portions thereof

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c. Upon approval by 100% of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities. When such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid before recordation of the dedication. Upon approval by a Majority of the Unit Owners, an easement may be granted for the laying, maintenance, and repair of cable television cable. Upon approval by a Majority of the Unit Owners, an easement may be granted to a governmental body for construction, and repair of a project for protection against water damage or erosion. Any section pursuant to this Article IV(c) must be taken at a meeting of Unit Owners duly called for that purpose.

d. All easements and rights described herein are easements appurtenant, running with the Parcel and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in the Parcel, or any part or portion thereof.

e. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

6. Pipes, Etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action that would interfere with the ability of the Association to repair, replace, or maintain said Common Elements as provided herein.

7. Roof Rights. The Owners of Unit 4N and 4S shall have the exclusive use of the roof subject premises for the sole purpose of building a roof deck and such right shall be appurtenant to and run with the Owner of such Unit. The Owners of said Units 4N and 4S shall be responsible for the costs and maintenance of the roof deck which said Unit Owners may build on the roof. The Unit Owners shall also be responsible for the repair of any damage to the common elements which may be caused by the use of any proposed roof deck and shall be subject to any reasonable rules and regulations promulgated by the Association.

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serving more than one unit or any portion of the common elements shall be deemed a part of the common elements.

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

First Amendment to the

IN WITNESS WHEREOF, the said Owners have executed this Declaration of Condominium on the day and year first written above.

4239 N. Keystone Development, Inc.

By: [Signature]  
John Harty, President

Attest: [Signature]  
Rade Savkovic, Secretary

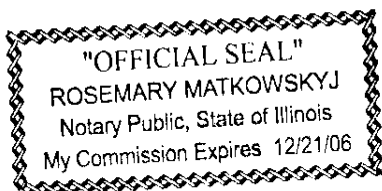
State of Illinois )  
County of Cook ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Harty personally known to me to be the President and Rade Savkovic personally known to me to be the Secretary of 4239 N. Keystone Development, Inc., an Illinois corporation, and personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth

Given under my hand and seal, this 18th day of June, 2004.

Commission expires: 12-21-06

[Signature]  
Notary Public



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## EXHIBIT A

### Legal Description of Units

Units 1N, 1S, 2N, 2S, 3N, 3S, 4N and 4S in 4239 North Keystone Condominium, as delineated on a Plat of Survey of 4239 North Keytsone Condominium, which Plat of Survey is attached as Exhibit D to the Declaration of Condominium recorded February 27, 2004 in the office of the Recorder of Deeds of Cook County, Illinois as document number 0405831097 of the following described parcel of real estate:

Lot 9 in Gleason and Hoar's Subdivision of that part lying Southwest of Elston Avenue of Block 8 in Irving Park Subdivision in the South East  $\frac{1}{4}$  of Section 15 and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 13-15-412-005-0000

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## EXHIBIT B

### PERCENTAGE OWNERSHIP INTEREST IN COMMON ELEMENTS

UNIT #	PERCENTAGE <u>INTEREST</u>
1N	12.40%
1S	12.37%
2N	12.27%
2S	12.24%
3N	12.70%
3S	12.66%
4N	12.70%
4S	<u>12.66%</u>
Total	<b>100.0%</b>

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