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This instrument drafted by
and upon recordation return to:

Michael S. Kurtzon
Schwartz, Cooper, Greenberger &
Krauss, Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601



Doc#: 0423839088
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 08/25/2004 02:26 PM Pg: 1 of 6

Permanent Index Nos.:

17-04-204-018-0000
17-04-204-048-1001
17-04-204-048-1002
17-04-204-048-1003
17-04-204-048-1004

Space above line for Recorder's use only

AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
1515 NORTH WELLS STREET CONDOMINIUM ASSOCIATION

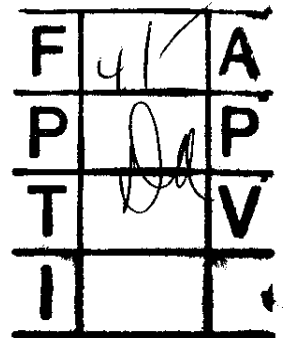
LOCATED AT

1515 NORTH WELLS STREET
CHICAGO, ILLINOIS

PURSUANT TO THE CONDOMINIUM PROPERTY ACT OF ILLINOIS

207919.3 050348-32292

RECORDING FEE 48
DATE 8-25-04 COPIES 6
OK BY [Signature]



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AMENDMENT TO DECLARATION OF CONDOMINIUM FOR 1515 NORTH WELLS STREET CONDOMINIUM ASSOCIATION

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM FOR 1515 NORTH WELLS STREET CONDOMINIUM ASSOCIATION (the "Amendment"), is made as of this 25th day of August, 2004 by **JOSEPH F. SACCHETTI** (the "Owner") and **1515 NORTH WELLS STREET CONDOMINIUM ASSOCIATION** (the "Association").

RECITALS.

A. Owner is the Owner of Unit Nos. 6D, 6E and 6F in the 1515 North Wells Street Condominium, the legal description of which is attached hereto as **Exhibit B** (the "Units"). The Condominium was created pursuant to Declaration of Condominium dated June 25, 2001 and recorded in the Office of the Cook County Recorder of Deeds July 3, 2001 as Document No. 0010588335 (the "Declaration").

B. Owner wishes to combine the Units into one Unit, and, in conjunction therewith, pursuant to Section 31 of the Illinois Condominium Property Act, to incorporate as a limited common element appurtenant to the Units, as combined, the portion of the Common Element hallway delineated on the Plat of Survey attached as **Exhibit A** hereto as the "Hallway L.C.E. as to Unit 6E", and, subject to the terms and conditions hereof, the Board of Directors of the Association has granted its approval thereto.

NOW THEREFORE, in consideration of the premises Association declares as follows:

1. **Capitalized Terms.** Initially capitalized terms used herein, unless defined herein, shall have the definitions ascribed in the Declaration.
2. **Combination of Units.** Page 7 of the Plat of Survey attached to the Declaration as Exhibit "D" is amended by substituting for such page the page attached as **Exhibit A** hereto. **Exhibit A** shows the unit boundaries of combined Units 6D, 6E and 6F and redesignates Units 6D, 6E and 6F as Unit 6E. Furthermore, the portion of the Common Element Hallway delineated on **Exhibit A** as "Hallway L.C.E. as to Unit 6E" adjacent to Unit 6E is hereby designated as a Limited Common Element appurtenant to Unit 6E.
3. **Reallocation of Percentage Ownership in Common Elements.** Exhibit "B" attached to the Declaration is amended by deleting any reference to Units 6D, 6E and 6F and the percentage of ownership in the Common Elements allocated to Units 6D, 6E and 6F, and changing the percentage of ownership in the Common Elements allocated to Unit 6E to 7.17% (being the combined percentages of ownership in the Common Elements of Units 6D, 6E and 6F prior to their combination into Unit 6E).

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4. **Indemnification.** Owner hereby agrees to indemnify, defend and hold harmless the Board of Directors of the Association, the Association, the Members of the Association and their respective agents and employees from any liability arising from the approval by the Board of Directors of this Amendment and the designation of the Hallway as a Limited Common Element appurtenant to Unit 6E.

5. **Conversion.** If, at any time, the Owner or Owners from time to time of Unit 6E shall subdivide Unit 6E into one or more units and no longer use the Hallway, the owner of Unit 6E shall be responsible for redecorating and restoring the Hallway to a condition consistent with the then existing decoration of the remainder of the hallway appurtenant to the Hallway.

6. **Combination of Units.** Prior to commencing any work affecting the Common Elements, Owner shall deliver to the Association a certificate or certification evidencing insurance for (a) builder's risk insurance carried by Owner's general contractor and (b) commercial general liability insurance carried by Owner and naming the Association as an additional insured with coverage amounts of not less than \$1,000,000 per occurrence.

7. **Costs and Expenses.** Owner shall pay all of the Association's actual out-of-pocket third party expenses in respect to this Amendment and the combination of the Units including reasonable attorneys' fees.

8. **Continuation.** Except as expressly amended hereby, the Declaration shall continue unmodified and in full force and effect in accordance with all of its terms.

9. **Multiple Counterparts.** This Amendment may be signed in multiple counterparts each of which shall constitute an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the Association has caused this instrument to be executed as of the day and year first above written.

OWNER:



JOSEPH F. SACCHETTI

ASSOCIATION:

**1515 NORTH WELLS STREET
CONDOMINIUM ASSOCIATION**

By: _____
Its: _____

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that **JOSEPH F. SACCHETTI**, personally known to me to be the same person whose name is subscribed to the foregoing Amendment to Declaration, appeared before me this day in person and acknowledged that he signed and delivered the said certificate as his own free and voluntary act.

GIVEN, under my hand and Notarial Seal, this 23 day of Aug, 2004.

Kelli M. Meno
 Notary Public

My Commission Expires: 3/4/06



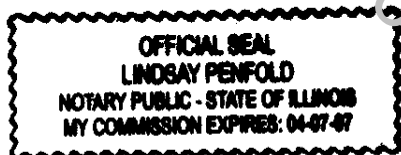
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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK LAKE)

I, LINDSAY PENFOLD, a Notary Public in and for said County and State, do hereby certify that ANDREW KORNREICH of **1515 NORTH WELLS STREET CONDOMINIUM ASSOCIATION**, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said Condominium Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of FEBRUARY, 2004.

(NOTARY SEAL)



Lindsay Penfold
 Notary Public

My Commission Expires: 04-07-07

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EXHIBIT B

LEGAL DESCRIPTION

UNITS 6D, 6E AND 6F IN 1515 NORTH WELLS STREET CONDOMINIUM
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1: LOT 5 AND LOT 6 IN HUFMEYER AND OTHER'S SUBDIVISION OF
LOT 113 IN BRONSON'S AND ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PARCEL 2: LOT 12 IN JOHN F. STARR'S SUBDIVISION OF LOTS 114 TO 116 IN
BRONSON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS
EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS
DOCUMENT 0010588335 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST
IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

17-04-204-018-0000
17-04-204-048-1001
17-04-204-048-1002
17-04-204-048-1003
17-04-204-048-1004

ADDRESS OF PROPERTY:

1511-17 Wells Street
Chicago, Illinois 60622

UNOFFICIAL COPY**EXHIBIT****ATTACHED TO****DOCUMENT****SEE PLAT INDEX**

| | | |
|---|--|---|
| F | | A |
| P | | P |
| T | | V |
| I | | |

RECORDING FEE 411DATE 8-25-07COPIES 6OK BY lu