

# UNOFFICIAL COPY

Prepared by and after  
recording, return to:

Julianne N. Walsh, Esq.  
1820 N. Honore Street  
Chicago, Illinois 60622



Doc#: 0518035007  
Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 08/29/2005 07:07 AM Pg: 1 of 8

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## AMENDMENT TO DECLARATION OF CONDOMINIUM

This Amendment to Declaration of Condominium (this "Amendment") is made and entered into this 23<sup>rd</sup> day of May, 2005 by all of the Unit Owners and members of the Board of 1041 N. Winchester Condominium.

### Recitals

A. By Declaration of Condominium Pursuant To the Condominium Act for 1041 N. Winchester Condominium, recorded as document number 09208474 with the Cook County Record of Deeds (the "Declaration"), the real estate legally described on Exhibit A attached hereto was submitted to the condominium form of ownership and use.

B. The Unit Owners desire to modify the Declaration and wish to set forth such modifications in this Amendment.

**NOW, THEREFORE**, the Unit Owners and members of the Board agree as follows:

1. **Recitals and Definitions**. The foregoing Recitals are true and correct and incorporated into the parties' agreement as if fully set forth herein. All capitalized terms used herein and not otherwise defined shall have the meanings given them in the Declaration.

2. **Notice of Intent to Modify**. The purpose of this Amendment is to memorialize certain modifications to the Declaration which will take effect if and only if the Unit Owner of Unit 3 ("Unit 3 Owner") executes and records a notice, in the form attached as Exhibit B hereto ("Notice of Intent to Modify Declaration"), evidencing Unit 3 Owner's intention that the modifications to the Declaration hereinafter set forth are in full force and effect. Absent the execution and recording of the Notice of Intent to Modify Declaration, the modifications to the Declaration hereinafter set forth shall be of no force or effect. Upon the recording of the Notice of Intent to Modify Declaration and delivery of said Notice to the other Unit Owners, the modifications to the Declaration hereinafter set forth shall become effective.

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3. **Roof as Limited Common Element.** The Declaration is hereby modified to remove "roof" from the definition of Common Elements and to designate the roof of the Building as a Limited Common Element reserved for the exclusive use of Unit 3 Owner (Unit 3 being the Unit lying directly beneath the roof), subject to the terms of this Amendment.

4. **Roof Deck.** Unit 3 Owner shall have the right to improve the roof to construct an accessible roof-top deck provided that: (i) such improvement shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements or impair, weaken or cause leakage in the roof of the Building; (ii) Unit 3 Owner shall furnish to the Board, not less than sixty (60) days prior to the date Unit 3 Owner desires to commence such work, all plans detailing the work to be done (the "Plans"), which Plans shall conform with any structural or engineering drawings and plans prepared or reviewed and approved by an architectural or engineering firm selected by the Board; (iii) Unit 3 Owner shall pay to the Association any fees imposed by the Association as a result of costs incurred by the Association to review such plans and costs incurred for legal fees in connection therewith; (iv) the Association approves the Plans, which approval shall not be unreasonably withheld; (v) the expense of such improvements shall be paid in full by Unit 3 Owner; (vi) Unit 3 Owner procures and delivers to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required by the Board to protect the Property from all mechanics' and materialmen's liens that may arise therefrom, as well as furnishing to the Board evidence of Commercial General Liability insurance coverage being maintained by such contractors and subcontractors; (vii) Unit 3 Owner shall pay in full the expense of restoring all such Common Elements to their condition prior to such improvements in the event such improvements cease to be used; (viii) such improvements shall not interfere with the use and enjoyment of the Common Elements; (ix) Unit 3 Owner shall be liable for any loss or damage caused by such improvements, including, without limitation, any leakage, roof damage or other damage to the extent caused in whole or in part by such work; (x) Unit 3 Owner shall indemnify and hold harmless the other Unit Owners, the Board and the Association, from and against all claims, including but not limited to claims of third parties and Unit Owners, for personal injury, property damage or non-payment for work performed or materials supplied in connection with such work; and (xi) all such improvements shall comply with all applicable laws, codes and ordinances, including specifically, but not limited to, the City of Chicago zoning ordinance and building code, and Unit 3 Owner shall obtain any required governmental approvals and permits. Unit 3 Owner shall be responsible for, and shall pay to the Association, any additional costs of maintenance to any portion of the Property, or any increase in the Association's insurance, resulting from the construction, use, maintenance, repair and replacement of the roof deck.

Notwithstanding anything to the contrary contained in Section 11 of the By-Laws, Unit 3 Owner shall have the sole responsibility to keep the roof deck free and clear of snow, ice and any accumulation of water, and to make all repairs to the roof deck, necessitated by any cause. The last sentence of Section 11 of the By-Laws is hereby deleted.

5. **Access By Other Owners.** The Unit Owners of Unit 1 and Unit 2 shall each have the right to access the roof and, if necessary, the roof deck, for the purpose of installing, constructing, operating, maintaining, repairing and replacing, such conduits, cables, wires and other equipment over and along the roof, and the roof deck (if sufficient roof areas are not left

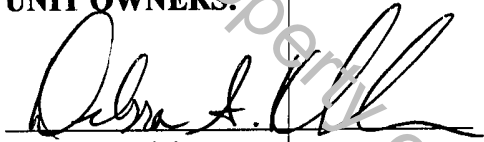
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exposed after construction of the roof deck), for the purpose of providing each such Unit Owner with utility, internet, cable television or other entertainment services, together with the reasonable right of ingress and egress to and from the roof and roof deck for said purposes.

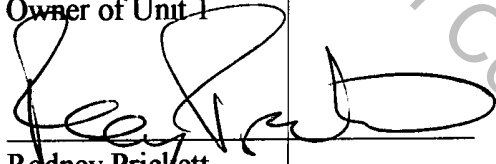
6. **Confirmation of Declaration.** Except as modified by this Amendment (which shall only be deemed modified upon the recording of the Notice of Intent to Modify Declaration), the Declaration remains unmodified and in full force and effect.

**IN WITNESS WHEREOF**, each Unit Owner and each member of the board have caused this Amendment to be executed as of the date and year first above written.

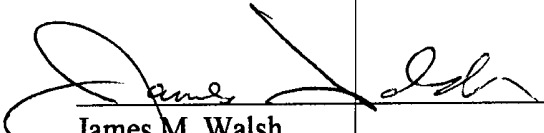
**UNIT OWNERS:**



Debra A. Kleban  
Owner of Unit 1

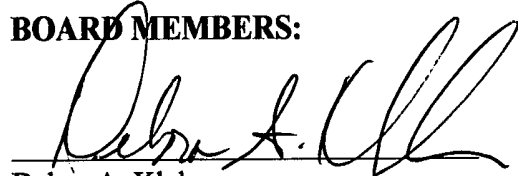


Rodney Prickett  
Owner of Unit 2



James M. Walsh  
Owner of Unit 3

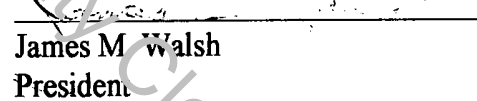
**BOARD MEMBERS:**



Debra A. Kleban  
Vice President



Rodney Prickett  
Secretary



James M. Walsh  
President

Property of Cook County Clerk's Office

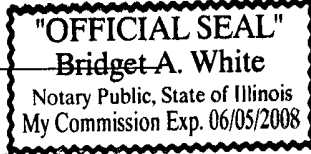
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, BRIDGET A. WHITE a Notary Public in and for the County and State aforesaid, do hereby certify that Debra A. Kleban, as a Unit Owner and Member of the Board of 1041 N. Winchester Condominium, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the foregoing instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of May, 2005.

My Commission Expires:



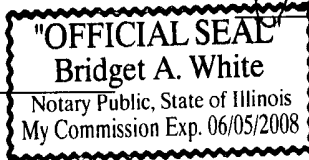
Bridget A. White  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, BRIDGET A. WHITE a Notary Public in and for the County and State aforesaid, do hereby certify that Rodney Prickett, as a Unit Owner and Member of the Board of 1041 N. Winchester Condominium, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of May, 2005.

My Commission Expires:



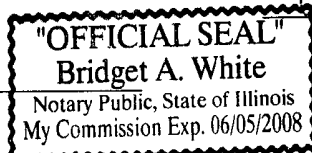
Bridget A. White  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, BRIDGET A. WHITE a Notary Public in and for the County and State aforesaid, do hereby certify that James Walsh, as a Unit Owner and Member of the Board of 1041 N. Winchester Condominium, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of May, 2005.

My Commission Expires:



Bridget A. White  
Notary Public

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## EXHIBIT A

### Legal Description of Property

PARCEL 1: Units 1, 2 and 3 in the 1041 N. Winchester Condominium as delineated on a survey of the following described real estate:

Lot 41 in Alvin N. Lancaster's Resubdivision of the East ½ of Block 3 of Cochran's Subdivision of the West ½ of the Southeast ¼ of Section 6, 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 number 09208474, together with its undivided interest in the common elements, all in Cook County, Illinois.

PARCEL 2: The exclusive right to the use of P-1, P-2, P-3 & S-2 & S-3, Limited Common Elements, as delineated on the Survey attached to the Declaration aforesaid record as Document number 09208474.

P.I.N. 17-06-414-008

1041 N. Winchester  
Chicago, Illinois 60622

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## EXHIBIT B

### Notice of Intent to Modify Declaration

(See Attached)

Property of Cook County Clerk's Office

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**Prepared by:**

Julianne N. Walsh, Esq.  
1820 N. Honore  
Chicago, Illinois 60622

**After recording, return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Notice of Intent to Modify Declaration**

The undersigned, being duly sworn, certifies as follows:

1. I am the Unit Owner of Unit 3 of the Property described in the Declaration of Condominium recorded as Document Number 09708474 (the "Declaration"), as amended by the Amendment to Declaration of Condominium, recorded as Document Number \_\_\_\_\_ (the "Amendment"), relating to the 1041 N. Winchester Condominium.
2. In accordance with the Amendment, I hereby declare, and notify the Unit Owners of Unit 1 and Unit 2 of, my intention that the modifications to the Declaration set forth in the Amendment shall be put in full force and effect upon the recording of this Notice and delivery of this Notice to such other Unit Owners

Name: \_\_\_\_\_  
Unit Owner of Unit 3

