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Doc#: 0608131063 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/22/2006 01:05 PM Pg: 1 of 6

Property of

4363464 PF

**CLARIFICATION AND SPECIAL AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RECIPROCAL EASEMENTS FOR
740 NORTH MILWAUKEE AVENUE, CHICAGO, ILLINOIS**

This Clarification and Special Amendment of Covenants, Conditions, Restrictions and Reciprocal Easements for 740 North Milwaukee Avenue, Chicago, Illinois (the "Clarification") is made and entered into as of the 9th day of March, 2006 by Lakeside Bank, an Illinois corporation, as Trustee under a Trust Agreement dated August 30, 2004 and known as Trust No. 10-2739 (the "Declarant").

RECITALS

A. Declarant has executed the Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements dated as of the 15th day of December, 2005 (the "Declaration") with respect to the property described in Exhibit A, attached hereto and made a part hereof. The Declaration was recorded on December 20, 2005, with the Cook County Recorder as Document No. 0535403069.

B. Declarant has been advised that there are certain ambiguities and inconsistencies in the Declaration that require Clarification and that certain complementary and supplemental grants of easement are required in order to effectuate the maintenance, operation and administration of the Total Property.

NOW, THEREFORE, in order to eliminate the inconsistencies and ambiguities in the Declaration, Declarant, pursuant to the right and power reserved in Section 19.4 (b) of the Declaration to execute and record a Special Amendment to correct errors and make complementary and supplemental grants of easement, hereby clarifies and Specially Amends the Declaration as follows:

1. Section 1.8 is clarified to provide that the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the 740 North Milwaukee Avenue Condominium Association is dated as of December 15, 2005 and was recorded with the Cook County Recorder on December 20, 2005 as Document No. 0535403070.

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2. In order to provide more specificity to the easements granted for the benefit of the Commercial Property over, upon, through and about portions of the Residential Property, the Owners, from time-to-time, of the Commercial Space that is shown on Exhibit A-1 attached hereto and made a part hereof as containing 3,218 square feet and identified without diagonal markings, in order to have the benefit of the non-exclusive easements described in Section 2.1 (b), (e) and (f) shall have the non-exclusive right of ingress and egress over that portion of the Property that is identified by cross-hatched markings on Exhibit A-1 and shall have the right to maintain one trash dumpster for its sole use in the area marked "Trash Room" on Exhibit A-1.

3. Sections 4.3 (a) and 7.3 are clarified to provide that each Owner of a portion of the Commercial Property shall be obligated to pay only that part of the Commercial Property's 10.97% of the total cost of the services and real estate taxes that bears the same ratio to 10.97 as that particular Owner's square feet of commercial space bears to the total square feet in the Commercial Property.

4. Sections 4.7 (b) and (c) are hereby deleted for the reason that they are in conflict with both the general intent of Article 4 and the specific provisions of Sections 4.1 (c) and (f).

5. All capitalized terms that are not defined herein shall have the meaning given to them in the Declaration.

6. As amended and clarified, the Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has caused this Clarification to be executed and sealed this 9th day of March, 2006.

Lakeside Bank, AND NOT PERSONALLY an Illinois corporation, as Trustee under a Trust Agreement dated August 30, 2004 and known as Trust No. 10-2739

By: Tamusu
ASST. TRUST OFFICER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

THE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

I HEREBY CERTIFY that Tamusu, ASST. TRUST OFFICER this 9th day of March, 2006, before me personally appeared Agnes of **Lakeside Bank**, an Illinois corporation, as Trustee under a Trust Agreement dated August 30, 2004 and known as Trust No. 10-2739, to me known to be the same person who signed the foregoing instrument as his free act and deed as such Trustee for the use and purpose therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Chicago in the County of Cook and the State of Illinois, the date and year last aforesaid.

Attorney
Notary Public

My Commission Expires: 9/08/2008



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**EXHIBIT A
TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RECIPROCAL EASEMENTS
FOR 740 NORTH MILWAUKEE AVENUE,
CHICAGO, ILLINOIS**

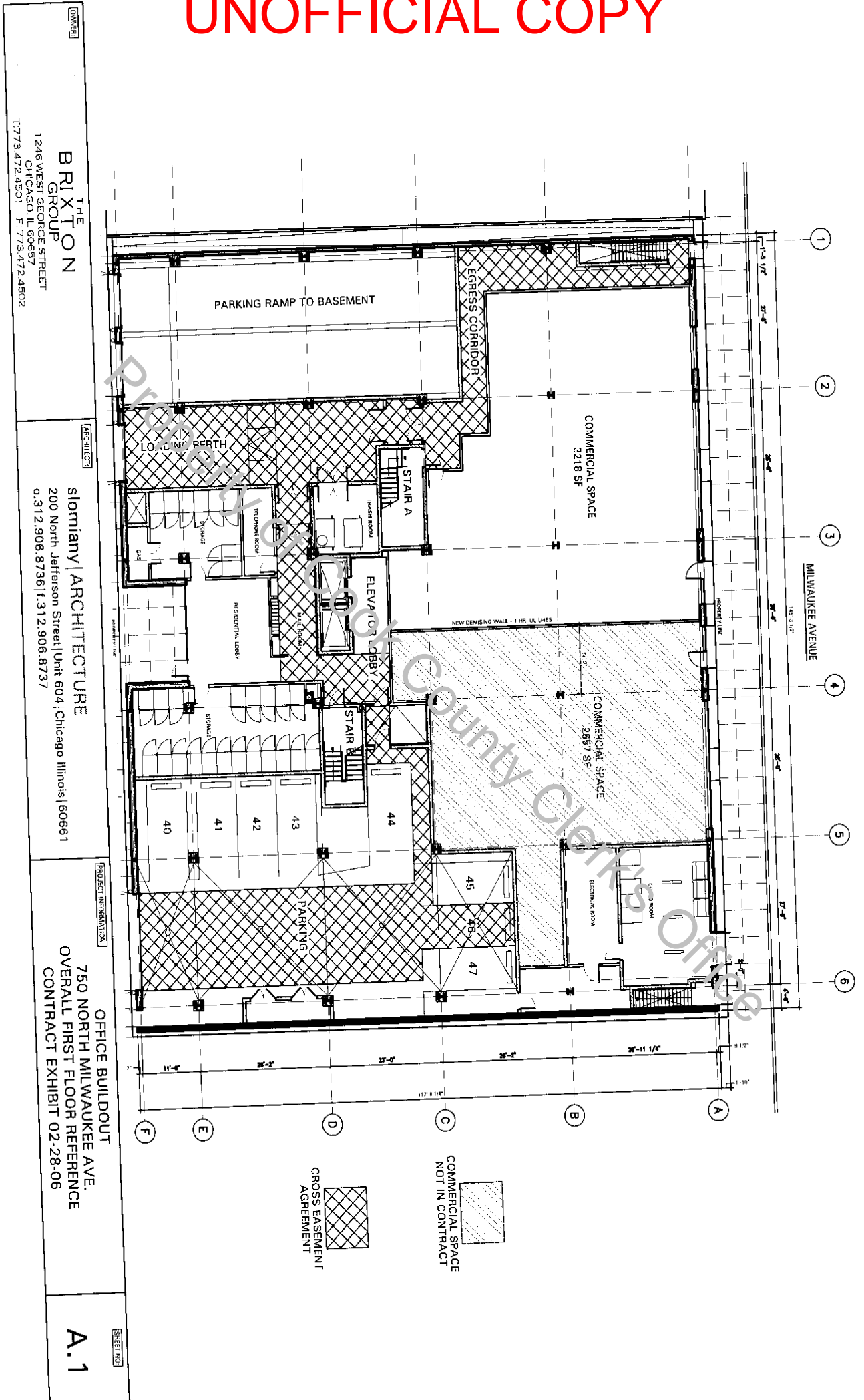
Legal Description of Parcel

LOTS 6, 7 AND 8 IN BLOCK 43 IN OGDEN'S ADDITION TO CHICAGO IN SECTION 8,
TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Property Address: 740 North Milwaukee Avenue
Chicago, IL 60622

P.I.N.S: 17-08-205-008
17-08-205-009
17-08-205-010
17-08-205-011

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OWNER

THE BRIXTON GROUP
 1246 WEST GEORGE STREET
 CHICAGO, IL 60657
 T: 773.472.4501 F: 773.472.4502

ARCHITECT

Stomiany | ARCHITECTURE
 200 North Jefferson Street | Unit 604 | Chicago, Illinois | 60661
 o: 312.906.8736 | f: 312.906.8737

PROJECT INFORMATION

OFFICE BUILDOUT
 750 NORTH MILWAUKEE AVE.
 OVERALL FIRST FLOOR REFERENCE
 CONTRACT EXHIBIT 02-28-06

SHEET NO.

A.1

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CONSENT OF MORTGAGEE

Lakeside Bank, of 55 West Wacker Drive, Chicago, IL 60601, holder of a certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (the "**Mortgage**") on the Property dated as of September 28, 2004 and recorded October 4, 2004 as Document Number 0427847024, hereby consents to the execution, delivery and recording of the Clarification and Special Amendment of Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for 740 North Milwaukee Avenue, Chicago, IL (the "**Declaration**") and agrees that the lien of the Mortgage is subordinate to the Declaration.

IN WITNESS WHEREOF, **Lakeside Bank** has caused this Consent of Mortgagee to be signed by its duly authorized officer on its behalf; all done at Chicago, IL, on this 9th day of March, 2006.

Lakeside Bank

By: [Signature]
Its: VICE - PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Augusta Muresan, a Notary Public in and for said County and State, do hereby certify that Thomas Spangler, the Vice-President of **Lakeside Bank**, a state chartered bank, as such Thomas Spangler appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his 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 9th day of March, 2006.

[Signature]

Notary Public

My Commission Expires: 9/08/2008

This instrument was prepared by:
Charles R. Staley
Attorney at Law
29 South LaSalle Street, Suite 950
Chicago, IL 60603



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Lakeside Bank

55 West Wacker Drive • Chicago, Illinois 60601-1699 • (312) 435-1623 • Fax (312) 578-4360

GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of **LAKESIDE BANK**, Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the **LAKESIDE BANK**, Trustee, or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said **LAKESIDE BANK**, Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the **LAKESIDE BANK**, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said **LAKESIDE BANK**, Trustee, in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.