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This instrument prepared by and upon recording return to: Kaufman & Associates 566 West Lake Street Suite 410 Chicago, Illinois 60661

Doc#: 0612431041 Fee: \$44.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/04/2006 10:40 AM Pg: 1 of 11

Address of Property: 2621 W. Chicago Avenue Chicago, Illinois 60622

P.I.N.: 16-12-201-009-0000

FIRST AMENIDMENT TO THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT FOR 2621 W. CHICAGO AVENUE, CHICAGO, ILLINOIS

THE FIRST AMENDMENT TO THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT FOR 2621 W. CHICAGO AVENUE is made and entered into this 4TH day of May, 2006 by 2621 W. Chicago Av., NC. (hereinafter referred to as the "Developer and Owner") as follows:

Witnesseth:

WHEREAS, a Reciprocal Easement and Operating Agreement for 2621 W. CHICAGO AVENUE (the "Agreement") has been previously recercled with the Recorder of Deeds of Cook County, Illinois as Document Number 0611431013, for the real estate commonly known as 2621 W. Chicago Avenue, Chicago, Illinois 60622 (hereinafter referred to as the "Property")

WHEREAS, under Paragraph 13.4 of the Agreement, the right was reserved in the Developer and Owner to record an amendment for specified purposes, and

WHEREAS, the Developer and Owner to amend this Reciprocal Easement and Operating Agreement by the following:

- 1. Addition to the Existing Agreement, Article 15
- 2. Exhibit A: Legal Description
- 3. Exhibit B: Survey of Building

NOW, THEREFORE, the parties hereto declare that the:

1. Addition to the Existing Agreement, Article 15 shall be modified by adding to the attached language.

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- 2. Exhibit A: Legal Description: shall be modified by replacing the existing with the attached.
- 3. Exhibit B: Survey of Building: shall be modified by replacing the existing with the attached.

IN WITNESS THEREOF, Alex Nakonechny, of 2621 W. Chicago Ave., INC., Developer and 2621 W. Chicago Ave., INC., Owner, HAS CAUSED HIS NAME TO BE SIGNED HERETO ON THE DAY AND YEAR AS FIRST WRITTEN ABOVE.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Alex Nakonechny personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared of ore me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes set forth herein.

Given under my hand and seal this 4th day of May, 2006.

Notary Public

COUNTY OF COOK

DEANNA S. DEMING
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 05/04/2008

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1. Addition to the Existing Agreement, Article 15 shall be modified by adding to the following language.

ARTICLE 15 ESTOPPEL CERTIFICATES

- 15.1 Each Owner shall, from time to time, within ten (10) days after receipt of written request from another Owner (subject to payment therefore pursuant to this Section 18.1, execute, acknowledge and deliver to the requesting Owner or to any existing or prospective purchaser or mortgagee designated by the requesting Owner, a certificate ("Estoppel Certificate") in such form as may be reasonably requested. The Owner of any portion of the Development Area which is not subject to the Act, if requested to issue an Estoppel Certificate in connection with the purchase and sale or financing of a Unit Ownership, may limit the statements made in the Estoppel Certificate to (i) the existence of any defaults hereunder and (ii) the amount of any liens capable of being asserted hereunder.
- remains subject to the provisions of the Act, an Estoppel Certificate requested from the Owner of the Condominium Property shall be assued by the Condominium Association on behalf of the Unit Owners and the Condominium Association and any Estoppel Certificate so issued shall be binding on the Unit Owners and such Condominium Association, and an Estoppel Certificate requested by the Owner of the Condominium Property while it is subject to the Act from the Owner of the Commercial Property may only her quested by the Condominium Association on behalf of the Owner of the Condominium Property.

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2. Exhibit A: Legal Description: shall be modified by replacing the existing with the following: 4.

Commerical Unit:

THAT PART OF LOT 6 IN THE RESUBDIVISION OF BLOCK 3 (EXCEPT THE EAST 67 FEET THEREOF) IN WRIGHT AND WEBSTER'S SUBDIVISION OF THE NORTHEAST 1/4 SECTION 12. TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +19.60FEETAND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +32.64FEET (CHICAGO CITY DATUM) DESCREBED AS FOLLOWS:

BEGINNING AT THE FOINT 1.38W AND 0.86 SOUTH OF THE NORTHEAST CORNER OF SAID LOT 6: THENCE 500°00'00"E, A DISTANCE OF 73.68 FEET: THENCE IN 30 00'00"W, A DISTANCE OF 22.18 FEET: THENCE NO0°00'00"E, A DISTANCE OF 21.73 FEET. THENCE OF 4.00 FEET: THENCE IN 30 00'00"W, A DISTANCE OF 4.00 FEET: THENCE NO0°00'00"E, A DISTANCE OF 4.00 FEET: THENCE NO0°00'00"W, A DISTANCE OF NO0'00'00"E, A DISTANCE 23.83 FEET: THENCE N18'00'54" E . A DISTANCE OF 17.91 FEET: THENCE N90'00'00"W, A DISTANCE OF 16.64 FEET: TO THE POINT OF BEGINNING OF PARCEL, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 2621 WEST CHICAGO AVENUE ,CHICAGO ILLINOIS

Condominium Units:

COMMON.

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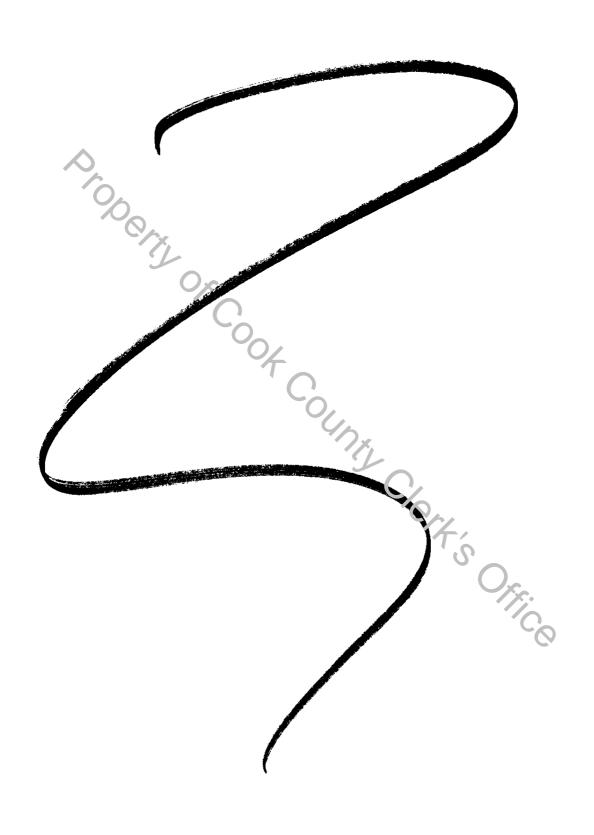
PARCEL)
IN THE RESUBDIVISION OF BLOCK 3 (EXCEPT THE EAST 67 FEET THEREOFT IN WRIGHT AND WEBSTER'S SUBDIVISION OF THE NORTHEAST 174
SECTION 12, TOWNSHIP 39 NORTH, RANCE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLING 3

COMMONEY KNOWN AS 2521 WEST CHICAGO AVENUE CHICAGO BLIMCHS

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3. Exhibit B: Survey of Building: shall be modified by replacing the existing with the attached.



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OVERSIZE

EXHIBIT FORWARD TO PLAT COUNTER FOR SCANNING

RECORDED DATE_	
CASHIER # / NAME_	