FIRST AMENDMENT TO
THE DECLARATION
OF CONDOMINIUM
OWNERSHIP AND
OFEASEMENTS,
RESTRICTIONS,
COVENANTS AND BY-LAWS
FOR
3057 NORTH CLYBOURN
CONDOMINUM
ASSOCIATION



Doc#: 0726931049 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/26/2007 03:01 PM Pg: 1 of 11

THIS INSTRUMENT PREPARED BY

Daniel G. Lauer & Assoc., P.C. 1424 W. DIVISION STREET CHICAGO, IL 60622-3322

AFTER RECORDING DELIVER TO:

CTI-BOX #333

THIS DECLARATION is made and entered by 3057 N. Clybourn, LLC, an Illinois Limited Liability Company, (hereinafter referred to 25 the "Declarant");

WITNESSETH:

WHEREAS, the Declarant hold legal title to the parcel of real estate situated in the City of Chicago, Cook County, Illinois (hereinafter called the "Parcel") and legally described below and by this reference made a part hereof; and,

WHEREAS, the Declarant submitted this Parcel to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter called the "Act") and recorded the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for 3057 North Clybourn Condominium Association ("the Declaration") on January 22, 2007 as Document Number 0702209024; and,

WHEREAS, the Declarant is desirous of more clearly setting forth the Unit Owners' rights and obligations as to certain Limited Common Elements on or about the Property and establishing, for its own benefit and for that of all future owners or occupants of the Property and each part thereof, certain easements and rights in, over and upon the property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and,

WHEREAS, the Declaration paragraph 3.01 provides that the "...Common Elements include, without limitation and if applicable, any of the following items located on the Property: the walls, roof, hallways, stairways, entrances and exits, security system, mechanical equipment areas...", as well as other structural components of the Property; and,

WHEREAS, paragraph 3.03 of the Declaration defines Limited Common Elements of the Property as "...such parts of the Common elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designated as such in this Declaration, including the Plat, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more units to the exclusion of other units...The Limited Common Elements shall include but shall not be limited to the following: (a) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (b) perimeter doors and windows which serve exclusively a single Unit; (c) any system or component part which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; (d) balconies, terraces and or decks contiguous to a Unit (excluding any stair system and landings which provide ingress and egress to the other Units); (e) the Parking Spaces; (f) the Storage Spaces, and (g) any future Roof Deck or other roof structure.

- (a). Any future Roof Deck or other roof structure such as a balcony or terrace, together with the right to use the area above and from a point immediately adjacent to the structural and physical components of the roof over Unit 7N, and to a point ten (10) feet above the physical components of the roof, shall be a Limited Common Element reserved for the exclusive use of Unit 3N, as a balcony, terrace and/or deck contiguous to a Unit ("Roof Deck"). The Unit Owner of Unit 3N, its successors and/or assigns (hereinafter "Unit 3N"), hereby agree that any future construction or repair of any said Roof Deck or of any other structure on or to be on the roof ("Work") shall be performed according to the following conditions and stipulations:
 - (i) Any such Work shall be completed in accord with all applicable building, zoning or other codes and regulations issued by the City of Chicago or other governmental entities with jurisdiction over the Work, and such is the express duty of the owner of Unit 3N, his and/or her successors in interest. Seller makes no representation estable permit or permit status as to any roof deck, or expansion to said deck and Purcheser expressly acknowledges that the Seller is accommodating Purchasers of Unit 3N or any other Unit through third-party contractors, if applicable.
 - (ii) Unit 3N shall be solely responsible for the cost of all such Work and shall hold harmless and indemnify 3057 North Clybourn Condominium Association, the Declarant, the Developer, and its successors and/or assigns from any claim for loss or damage based on bodily injury or property damage associated with the construction, repair or operation of any future Roof Deck or other roof structure such as a balcony or terrace as to the roof or any other portion of the Common Elements of the Property.

- (iii) Any structures to be placed on the roof shall be of the "floating" variety and shall not permanently affix any Roof Deck or other structure to the roof.
- (iv) At all times the roof at the Property shall remain a Common Element maintained by the 3057 North Clybourn Condominium Association and in accord with Article III of the Declaration, but subject to the provisions of Section 3.03(a)(ii) above.
- (v) Installation and construction of any Roof Deck(s) or other roof structure for Unit 3N shall not begin until after the sale of Unit 3N, all at the sole cost and expense of Unit 3N.
- (b). Any future Roof Deck or other roof structure such as a balcony or terrace, together with the right to use the area above and from a point immediately adjacent to the structural and physical components of the roof over Unit 3S, and to a point ten (10) feet above the physical components of the roof, shall be a Limited Common Element reserved for the exclusive use of Unit 3S, as a balcony, terrace and/or deck contiguous to a Unit ("Roof Deck"). The Unit Owner of Unit 3S, its successors and/or assigns (hereinafter "Unit 3S"), hereby agree that any future construction or repair of any said Roof Deck or of any other structure on or to be on the roof ("Work") shall be performed according to the following conditions and stipulations:
 - (i) Any such Work shall be completed in accord with all applicable building, zoning or other codes and regulations issued by the City of Chicago or other governmental entities with jurisdiction over the Work, an isach is the express duty of the owner of Unit 3S, his and/or her successors in interest. Seller makes no representation as to the permit or permit status as to any roof deck, or expansion to said deck and Purchaser expressly acknowledges that the Seller is accommodating Purchasers of Unit 3S or any other Unit through third-party contractors, if applicable.
 - (ii) Unit 3S shall be solely responsible for the cost of all such Work and shall hold harmless and indemnify 3057 North Clybourn Condominion Association, the Declarant, the Developer, and its successors and/or assigns from any doing for loss or damage based on bodily injury or property damage associated with the construction, repair or operation of any future Roof Deck or other roof structure such as a balcony or terrace as to the roof or any other portion of the Common Elements of the Property.
 - (iii) Any structures to be placed on the roof shall be of the "floating" variety and shall not permanently affix any Roof Deck or other structure to the roof.
 - (iv) At all times the roof at the Property shall remain a Common Element maintained by the 3057 North Clybourn Condominium Association and in accord with Article III of the Declaration, but subject to the provisions of Section 3.03(b)(ii) above.

0726931049 Page: 4 of 11

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(v) Installation and construction of any Roof Deck(s) or other roof structure for Unit 3S shall not begin until after the sale of Unit 3S, all at the sole cost and expense of Unit 3S.

Nothing in the foregoing shall be deemed or construed to prevent the Board from establishing rules concerning the use of Limited Common Elements by Unit Owners, and such rules established by the Board in accordance with this Declaration shall be binding upon Unit Owners."

WHEREAS, paragraph 16.01 of the Declaration provided that all rights vested in the Board of Unit Owners shall be vested in the Declarant and/or Developer until the election of the initial Board by the Unit Owners.

WHEREAS, raragraph 16.13 of the Declaration provided that the "Developer and/or Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration... (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer and/or Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be." Paragraph 16.13 of the Declaration further provided that "The right of the Developer and Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant or Developer no longer holds or controls title to a Unit. Each Unit Owner and mortgagee by taking title to the Unit expressly grants this broad authority to the Developer and/or Declarant to make any and all corrections as these entiries shall determine needed in their sole and exclusive discretion."

WHEREAS, the legal description of the Parcel, common address and PIN is as follows:

Legal Description:

Please see below

Common Address:

3057 North Clybourn Chicago, Illinois 60618

PIN:

14-30-108-020-0000 and 14-30-108-021-0000

PARCEL 1:

UNIT NUMBERS 1N, 1S, 2N, 2S, 3N AND 3S IN THE 3057 NORTH CLYBOURN CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 5 AND 6 IN BLOCK 3 IN CLYBOURN AVENUE ADDITION TO LAKE VIEW AND CHICAGO IN THE NORTH WEST QUARTER OF

SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0702209024, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF P-1, P-2, P-3, P-4, P-5 AND P-6, AND S-1, S-2, S-3, S-4, S-5 AND S-6, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0702209024.

NOW THEREFORE, the Declarant and Developer, pursuant to the rights conferred on them in the Declaration, and for the purposes set forth herein, amends the Declaration and DECLARES AS FOLLOWS:

- 1. Exhibit A, Plat of Survey, attached to the Declaration recorded on January 22, 2007 as Document number 0702209024, after the filing of this First Amendment, is hereby amended in relevant part to correct/update the Plat of Survey to reflect that the Parking Spaces are garage Parking Spaces and to show the garage dimensions and elevation, as well as the garage roof dimensions and the Limited Common Element garage "roof rights" assignments to Unit 1S and Unit 1N as indicated on the amended Plat of Survey attached hereto as "Exhibit A."
- 2. Section 3.03 of the Declaration, after the filing of this First Amendment, is hereby amended in relevant part to read as follows, to reflect that the rights to the roof of the garage are Limited Common Elements of Unit 1S and Unit 1N as outlined below:
- of the Common Elements serving exclusively a single Unit or adjoining Units as an Asseparable appurtenance thereto, as designated as such in this Declaration, including in the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following (a) the interior surface of the perimeter walls, ceiling and floors which define the boundary planes of a Unit; (b) perimeter doors and windows which serve exclusively a single Unit; (c) any system or component part thereof which serves a Unit

exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; (d) balconies, terraces and/or decks contiguous to a Unit (excluding any stair system and landings which provide ingress and egress to other Units); (e) the Parking Spaces; (f) the Storage Spaces, and (g) any future Roof Deck or other roof structure.

- (a). Any future Roof Deck or other roof structure such as a balcony or terrace, together with the right to use the area above and from a point immediately adjacent to the structural and physical components of the roof over Unit 3N, and to a point ten (10) feet above the physical components of the roof, shall be a Limited Common Element reserved for the exclusive use of Unit 3N, as a balcony, terrace and/or deck contiguous to a Unit ("Roof Deck"). The Unit Owner of Unit 3N, its successors and/or assigns (hereinafter "Unit 3N"), hereby agree that any future construction or repair of any said Roof Deck or of any other structure on or to be on the roof ("Work") shall be performed according to the following conditions and stipulations:
 - (i) Any such Work shall be completed in accord with all applicable building, zoning or other codes and regulations issued by the City of Chicago or other governmental entities with jurisdiction over the Work, and such is the express duty of the owner of Unit 3N, his and/or her successors in interest. Seller makes no representation as to the permit or permit status as to any roof Jeck, or expansion to said deck and Purchaser expressly acknowledges that the Seller is accommodating Purchasers of Unit 3N or any other Unit through third-party contractors, if applicable.
 - (ii) Unit 3N shall be solely responsible for the cost of all such Work and shall hold harmless and indemnify 3057 North Clybourn Condominium Association, the Declarant, the Developer, and its successors and/or assigns from any claim for loss or damage based on bodily injury or property damage associated with the construction, repair or operation of any future Roof Deck or other roof structure such as a balcony or terrace as to the roof or any other portion of the Common Elements of the Property.
 - (iii) Any structures to be placed on the roof shall be of the "noating" variety and shall not permanently affix any Roof Deck or other structure to the roof
 - (iv) At all times the roof at the Property shall remain a Common Element maintained by the 3057 North Clybourn Condominium Association and in accord with Article III of the Declaration, but subject to the provisions of Section 3.03(a)(ii) above.
 - (v) Installation and construction of any Roof Deck(s) or other roof structure for Unit 3N shall not begin until after the sale of Unit 3N, all at the sole cost and expense of Unit 3N.
- (b). Any future Roof Deck or other roof structure such as a balcony or terrace, together with the right to use the area above and from a point immediately adjacent to the structural and

physical components of the roof over Unit 3S, and to a point ten (10) feet above the physical components of the roof, shall be a Limited Common Element reserved for the exclusive use of Unit 3S, as a balcony, terrace and/or deck contiguous to a Unit ("Roof Deck"). The Unit Owner of Unit 3S, its successors and/or assigns (hereinafter "Unit 3S"), hereby agree that any future construction or repair of any said Roof Deck or of any other structure on or to be on the roof ("Work") shall be performed according to the following conditions and stipulations:

- (i) Any such Work shall be completed in accord with all applicable building, zoning or other codes and regulations issued by the City of Chicago or other governmental entities with jurisdiction over the Work, and such is the express duty of the owner of Unit 36, his and/or her successors in interest. Seller makes no representation as to the permit or permit status as to any roof deck, or expansion to said deck and Purchaser expressly acknowledges that the Seller is accommodating Purchasers of Unit 3S or any other Unit through third-party contractors, if applicable.
- (ii) Unit 3S shall be solely responsible for the cost of all such Work and shall hold harmless and indemnify 3057 North Clybourn Condominium Association, the Declarant, the Developer, and its successors and/or assigns from any claim for loss or damage based on bodily injury or property damage associated with the construction, repair or operation of any future Roof D-ck or other roof structure such as a balcony or terrace as to the roof or any other portion of the Common Elements of the Property.
- (iii) Any structures to be placed or the roof shall be of the "floating" variety and shall not permanently affix any Roof Deck or other structure to the roof.
- (iv) At all times the roof at the Property shall remain a Common Element maintained by the 3057 North Clybourn Condominium. Association and in accord with Article III of the Declaration, but subject to the provisions of Section 3.03(b)(ii) above.
- (v) Installation and construction of any Roof Deck(s) or other roof structure for Unit 3S shall not begin until after the sale of Unit 3S, all at the sole cost and expense of Unit 3S.
- (c). Any future Roof Deck or other roof structure such as a balcony or terrace, together with the right to use the area above and from a point immediately adjacent to the structural and physical components of the Northern approximately 24.66 feet of the roof over the Garage, as indicated on the Amended Plat of Survey attached hereto as Exhibit A, and to a point ten (10) feet above the physical components of the Northern approximately 24.66 feet of the roof over the Garage, shall be a Limited Common Element reserved for the exclusive use of Unit 1N, as a balcony, terrace and/or deck contiguous to a Unit ("Roof Deck"). Any future Roof Deck or other roof structure such as a balcony or terrace, together with the right to use the area above and from a point immediately adjacent to the structural and physical components of the Southern

approximately 25.50 feet of the roof over the Garage, as indicated on the Amended Plat of Survey attached hereto as Exhibit A, and to a point ten (10) feet above the physical components of the Southern approximately 25.50 feet of the roof over the Garage, shall be a Limited Common Element reserved for the exclusive use of Unit 1S, as a balcony, terrace and/or deck contiguous to a Unit ("Roof Deck"). The Unit Owner(s) of Unit 1N and Unit 1S, its successors and/or assigns (hereinafter "Unit 1N" and "Unit 1S" respectively), hereby agree that any future construction or repair of any said Roof Deck or of any other structure on or to be on the roof ("Work") shall be performed according to the following conditions and stipulations:

- (i) Any such Work shall be completed in accord with all applicable building, zoning or other codes and regulations issued by the City of Chicago or other governmental entities with jurisdiction over the Work, and such is the express duty of the owner of Unit 1N and Unit 1S, his and/or her successors in interest. Seller makes no representation as to the permit or permit status as to any roof deck, or expansion to said deck and Purchaser expressly acknowledges that the Seller is accommodating Purchasers of Unit 1N and Unit 1S or any other Unit through third-party contractors, if applicable.
- (ii) Unit 1N and Unit 1S, respectively, shall be solely responsible for the cost of all such Work and shall Lold harmless and indemnify 3057 North Clybourn Condominium Association, the D-clarant, the Developer, and its successors and/or assigns from any claim for loss or damage based on bodily injury or property damage associated with the construction, repair or operation of any future Roof Deck or other roof structure such as a balcony or terrace as to the roof crany other portion of the Common Elements of the Property.
- (iii) Any structures to be placed on the roof shall be of the "floating" variety and shall not permanently affix any Roof Deck or other structure to the roof.
- (iv) At all times the roof at the Property shall remain a Common Element maintained by the 3057 North Clybourn Condominium Association and in accord with Article III of the Declaration, but subject to the provisions of Section 3.03 (c)(ii) above.
- (v) Installation and construction of any Roof Deck(s) or other roof structure for Unit 1N and Unit 1S shall not begin until after the sale or transfer of Unit 1N and Unit 1S respectively, all at the sole cost and expense of Unit 1N and Unit 1S respectively.

Nothing in the foregoing shall be deemed or construed to prevent the Board from establishing rules concerning the use of Limited Common Elements by Unit Owners, and such rules established by the Board in accordance with this Declaration shall be binding upon Unit Owners."

0726931049 Page: 9 of 11

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IN WITNESS WHEREOF, 3057 N. Clybourn, LLC, an Illinois Limited Liability Company, has caused its Manager to affix his signature hereunto and caused its name to be signed this _26 day of September, 2007.

3057 N. Clybourn, LLC an Illinois Limited Liability Company By:

Fintan McCarthy - Manager

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Fintan McCarthy, Manager of 3057 N. Clybourn, LLC, an Illinois Limited Liability Company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said Amendment as his own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

SS:

Given under my hand and notarial seal this 24 day of September, A.D., 2007.

SEAL

OFFICIAL SEAL
JEFFREY A ANGRES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/11/09

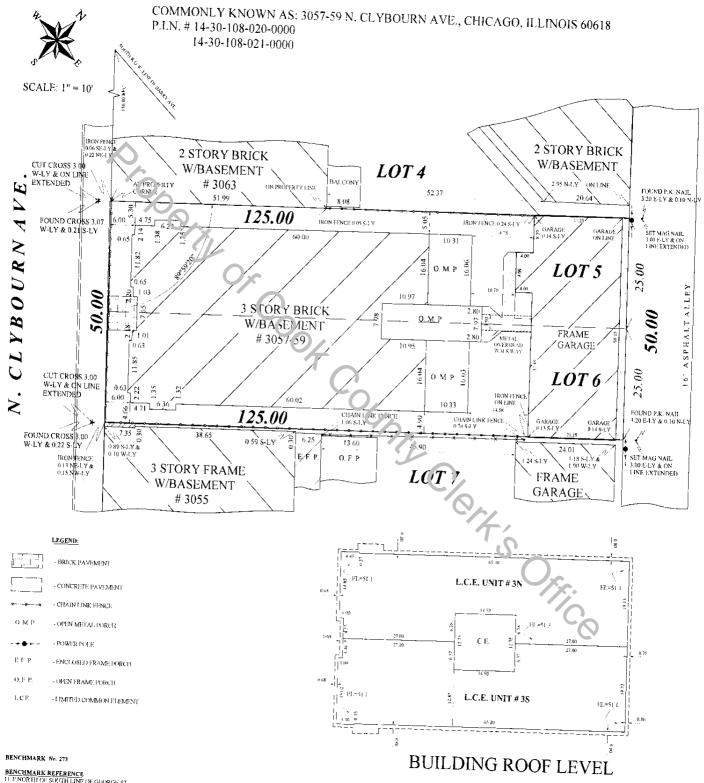
"EXHIBIT A"

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EXHIBIT A Page 1 of 2

3057 NORTH CLYBOURN CONDOMINIUMS

LOTS 5 AND 6 IN BLOCK 3 IN CLYBOURN AVENUE ADDITION TO LAKE VIEW AND CHICAGO IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK



BENCHMARK REFERENCE IT 3' NORTH OF SOUTH LINE OF GLORGE ST & 107.8' BAST OF BAST LINE, OF HOYNE AVI

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOE
SCALE. 1 inch = 10 feet
ORDERED BY Finlan McCardiv
LOB NO C-4770112
FIELDWORK COMPLETION DATE
JUNEARY 13, 2007
GRINGIPALITY
CRICAGO, ILLINOIS

THE LEGAL DESCRIPTION NOTED ON THIS PLAT IS A COPY OF THE ORDERS AND FOR ACCURACY MUST BE COMPARED WITH THE DEED.

STATE OF ILLINOIS COUNTY OF COOK

SIGNATURE DATE: September 25, 2007

L ANDRZEJ MURZANSKE AN ILLINOIS REGISTERIED LAND SURVIEYOR, DO HEBBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT PLAT HERIEN'I DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY

ANDRZEJ MURZANSKI PLS. NO. 35-3258 EXPIRES 11/30/2008

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT HELINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY

ANY DISCREPANCY IN MEASUREMENT SHOULD BE PROMITTY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION

ANDRZEJ MURZANSKI LAND SURVEYORS, INC. PROFESSIONAL DESIGN FIRM NO. 184-004748

240 COUNTRY LANE GLENVIEW, IL 60025

PHONE: 847-486-8731 FAX: 847-486-8732

PHONE: 847-486-8731 FAX: 847-486-8732

ANY DISCRETANCY IN MUANINEMBYT SHOULD BE PROMPTY REFOR THE TO THE SURVEYOR FOR EXTVANATION OR CORRECTION

CONCRETE

EXHIBIT A Page 2 of 2

3057 NORTH CLYBOURN CONDOMINIUMS PLAT OF SURVEY

