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Chicago, Illinois 60661

Doc#: 0911812051 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/28/2009 10:06 AM Pg: 1 of 6

SA 4633016 / CTR / Subwy / 1063 / no abn

## FIRST SPECIAL AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE ROSEWELL CONDOMINIUM

This First Special Amendment to the Declaration ("Declaration") made and entered into this 21<sup>st</sup> day of April, 2009 by 6200 N. Rockwell (Chicago), LLC, an Illinois limited liability company, whose address is One Trans Am Plaza Drive, Suite 201, Oak Brook, Illinois 60141 (the "Successor Declarant"):

### WITNESSETH:

WHEREAS, the Successor Declarant is the owner in fee simple of certain real estate, hereinafter described, in the City of Chicago, Cook County, Illinois; and

WHEREAS, the original Declarant recorded the Declaration Of Condominium Ownership And By Laws Easements, Restrictions And Covenants For The Rosewell Condominium pursuant to the Illinois Condominium Property Act (hereinafter the "Act") dated August 17, 2006 and recorded with the Cook County Recorder of Deeds on August 25, 2006 as document Number 0623739045, and

WHEREAS, the Successor Declarant desires to amend the Declaration to conform to the requirements of the Federal National Mortgage Association, the Governmental National Mortgage Association, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform) functions similar to those currently performed by such entities; and

WHEREAS, the Declaration provides for special amendments for this purpose in Article XIX, Section 8.

Permanent Index Numbers: 13-01-211-037-1001 through 13-01-211-037-1019  
Common Address: 6254-6256 N. Rosemont, Chicago, Illinois 60660

Box 334

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NOW THEREFORE, THE SUCCESSOR DECLARANT DECLARES AS FOLLOWS:

The following is added to the end of the Insurance Section of the Declaration, Article VI:

The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U.S. Department of Housing and Urban Development ("HUD"), the Federal Housing Authority ("FHA") or the Veterans Administration ("VA") to the extent that: (a) such agency is a mortgagee, assignee of a mortgagee or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (b) such agency's requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

Each Unit Owner shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit, caused by the negligence of the Unit Owner, his or her guests, residents, or invitees, or regardless of any negligence, originating from the Unit. The personal liability of a Unit Owner or Association member shall include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. If a Unit Owner does not purchase or produce evidence of insurance requested by the Board, the Association may purchase such insurance coverage and charge the premium cost back to the Unit Owner. In no event shall the Board be liable to any person either with regard to its decision not to purchase such insurance, or the timing of purchasing such insurance, the amount, or the amounts or types of coverages obtained. Each Unit Owner may, but shall not be required, to obtain insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner which are contained in a Unit and not a part of the Unit, and not insured pursuant to subparagraph 10(a)(i) hereof.

Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

The following is added to the end of Article XIX, as Section 16:

**Arbitration.** Any controversy between Unit Owners or any claim by a Unit Owner against the Association or another Unit Owner arising out of or relating to the Declaration, By-Laws, or rules and regulations of the Association shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

The following is added to the end of Article XIX, as Section 17:

**Changes or Modifications by the Declarant.** Until the first annual meeting of Unit Owners is called, the Declarant, or its successors or assigns, shall have the right from time to time to change or modify the Condominium Instruments, which change or modification shall be effective upon the Recording thereof; provided, however, that the provisions of Section 25 of this Declaration shall not be amended, modified or changed without the consent of any First Mortgagee affected thereby, and provided further that such right shall only be exercised (i) to bring the Declaration into compliance with the Act, or (ii) to correct clerical or typographical errors in the Declaration, or (iii) to reallocate percentage ownership of the Common Elements. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for such Unit Owners. Each deed, mortgage, trust deed, other evidence of obligation or

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other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to the Declarant as aforesaid.

The following is added to the end of Article XIX, as Section 18:

**Rights of First Mortgagees.** Any mortgage or trust deed owned or held by a First Mortgagee and Recorded prior to the Recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his or her share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First Mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of or have the right to:

- (a) Any proposed amendment of the Condominium Instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses, (iii) the number of votes in the Association appertaining to any Unit or (iv) the purposes to which any Unit or Common Elements are restricted;
- (b) examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;
- (c) receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners at the end of each of its respective fiscal years, provided, however, that in the event an audited financial statement is not available, fifty-one percent (51%) or more of the First Mortgagees (by number) shall be entitled to have such an audited statement prepared at their expense;
- (d) receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;
- (e) receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws or Articles of Incorporation;
- (f) receive written notice of any action which would require the consent of a specified percentage of First Mortgagees;
- (g) Any proposed termination of Rosewell Condominium as a condominium project;
- (h) Any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any Unit, which loss exceeds \$1,000.00, on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (i) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of 60 days;

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- (j) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- (k) No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees and insurers or guarantors thereof, of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

## Additional Rights of First Mortgagees.

- (l) Unless the First Mortgagees of all of the Units which are a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:
  - (i) by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of substantial loss to or condemnation of the Units and/or the Common Elements;
  - (ii) change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, and (2) determining the pro rata share of ownership of each Unit Owner in the Common Elements, except as set forth in Article VI and XI hereof; or
  - (iii) use hazard insurance proceeds for losses to any Property (whether to Units or Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by the Act in case of substantial loss to the Units and/or the Common Elements.
- (m) Unless the First Mortgagees of the individual Units representing at least fifty-one percent (51%) of the votes in the Association have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to do or permit to be done any of the following:
  - (i) Adoption of an amendment to this Declaration which (aa) changes any provision of this Declaration which specifically grants rights to First Mortgagees, (bb) materially changes insurance and fidelity bond requirements, (cc) imposes a right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit Ownership or changes the provisions concerning the leasing of Units, or (dd) changes the provisions of the Declaration concerning the Maintenance Reserve Fund;
  - (ii) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Property and except for the encumbrance, sale or transfer of the percentage of ownership in the Common Elements in connection with the encumbrance, sale or transfer of a Unit Ownership);
  - (iii) The sale of the Property;
  - (iv) The removal of a portion of the Property from the provisions of the Act and this Declaration; and

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- (v) The effectuation of a decision by the Association to terminate professional management and assume self-management of the condominium.
- (n) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, or insurer or guarantor thereof, of said Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Unit or such other party to priority over such First Mortgagee with respect to the distribution to such Unit of the proceeds of any award or settlement.
- (o) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval of a Majority of Unit Owners and a majority in number of First Mortgagees of Units which are subject to a mortgage or trust deed is obtained.
- (p) Any election to terminate Rosewell Condominium as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of a Majority of Unit Owners and a majority in number of First Mortgagees of Units which are subject to a mortgage or trust deed.
- (q) Whenever required the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within sixty (60) days after making the request for consent.

IN WITNESS WHEREOF, the Successor Declarant, as aforesaid, has caused its name to be signed to these presents on the day and year first above written.

6200 N. Rockwell (Chicago), LLC, an Illinois limited liability company

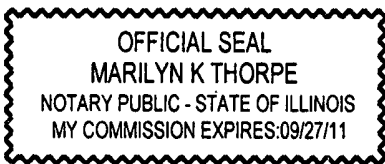
*Daniel G. Dvorkin*  
By: Daniel G. Dvorkin, Manager

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel G. Dvorkin, manager of 6200 N. Rockwell (Chicago), LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument 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;

GIVEN under my hand and Notarial Seal this 21st day of April, 2009.

*Marilyn K. Thorpe*  
\_\_\_\_\_  
Notary Public



My commission expires 9-27-11

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## CHICAGO TITLE INSURANCE COMPANY

**ORDER NUMBER:** 1409 008346286 SK  
**STREET ADDRESS:** 6254-56 N. ROCKWELL/2605-11 W. ROSEMONT  
**CITY:** CHICAGO **COUNTY:** COOK  
**TAX NUMBER:** 13-01-211-035-0000

**LEGAL DESCRIPTION:**

UNITS 6256-A, 6256-B, 6256-C, 6254-A, 6254-B, 6254-C, 6254-G, 2605-A, 2605-B, 2605-C, 2607-A, 2607-B, 2607-C, 2609-A, 2609-B, 2609-C, 2611-A, 2611-B AND 2611-C IN ROSEWELL CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1 AND 2 IN BLOCK 2 IN T.J. GRADY'S GREEN BRIAR ADDITION TO THE NORTH EDGEWATER, BEING A SUBDIVISION OF THE EAST 20 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 25, 2006 AS DOCUMENT 0623739045, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.