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Doc#: 0925318031 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/10/2009 12:12 PM Pg: 1 of 15

**THIRTEENTH AMENDMENT  
TO DECLARATION OF  
CONDOMINIUM OWNERSHIP  
AND BY-LAWS, EASEMENTS,  
RESTRICTIONS AND  
COVENANTS FOR  
SHERIDAN PLACE IN UPTOWN  
CONDOMINIUM**

(FOR RECORDER'S USE ONLY)

This Thirteen Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium is made and entered into by Leland Holdings LLC, an Illinois limited liability company ("Declarant").

### RECITALS

By the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document No. 0715515066 and re-recorded in the Recorder's Office as Document No. 0811216064 (the "Original Declaration"), as amended by that certain First Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Recorder's Office as Document No. 0726215000 and re-recorded in the Recorder's Office as Document No. 0811216065 (the "First Amendment"), that certain Second Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Recorder's Office as Document No. 0729115218 (the "Second Amendment"), that certain Third Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Recorder's Office as Document No. 0800216005, that certain Fourth Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Recorder's Office as Document No. 0804415002, that certain Fifth Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Recorder's Office as Document No. 0811218066 (the "Fifth Amendment"), that certain Sixth Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Recorder's Office as Document No. 0813622040 (the "Sixth Amendment"), that certain Seventh Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Recorder's Office as Document No. 0819931029 (the "Seventh Amendment"), that certain Eight Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the

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Recorder's Office as Document No. 0905618012; (the "Eighth Amendment"), that certain Ninth Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Recorder's Office as Document No. 0910045145 (the "Ninth Amendment"); that certain Tenth Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Recorder's Office as Document No. 0910045146 (the "Tenth Amendment"); that certain Eleventh Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Recorder's Office as Document No. 0916816019 (the "Eleventh Amendment"); and that certain Twelfth Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Sheridan Place in Uptown Condominium recorded in the Recorder's Office as Document No. \_\_\_\_\_ (the "Twelfth Amendment"; the Original Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment and the Twelfth Amendment, is hereinafter referred to collectively as the "Declaration") certain real estate comprising a portion of the real estate legally described on Exhibit A attached hereto and made a part hereof was submitted to the Illinois Condominium Property Act ("Act"), said condominium being known as Sheridan Place in Uptown Condominium ("Condominium").

B. Pursuant to Section 19.01 of the Declaration, Declarant is entitled to exercise the rights of Developer or Declarant under the Declaration.

C. Section 20.06(a) of the Declaration reserves to the Developer, or its successors or assigns, until the latest date on which the initial membership meeting of the Unit Owners to elect the Initial Board must be held, the right and power to record or cause to be recorded a special amendment to the Declaration, which change or modification shall be effective on the recording thereof, the purpose of which is to bring the Condominium Instruments into compliance with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the Federal Housing Administration (FHA), such power being coupled with an interest on behalf of each Unit Owner and all holders of mortgages and trust deeds on the Units as proxy or attorney-in-fact, as the case may be.

D. The initial membership meeting of the Unit Owners to elect the Initial Board has not occurred yet, and the Developer desires to amend the Declaration to bring the Condominium Instruments into compliance with the requirements of HUD and FHA.

Now therefore, Declarant hereby declares that the Declaration be and hereby is amended as follows:

1. As used in the Declaration, the term "First Mortgagee" shall include any holder, insurer or guarantor of any bona fide first mortgage or first trust deed covering any portion of or interest in the Condominium Property (also sometimes referred to in the Declaration as the "Property").

2. The following sentence is added at the end of Subsection 4.03(h) of the Declaration:

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The Developer and its employees, agents, contractors and subcontractors shall not exercise the easement granted pursuant to this Subsection if access to the Common Elements and the Units for the purpose of completing any renovations, warranty work or modifications to the Common Elements or the Units is reasonably available across other property or in such a way as to restrict upon any Unit Owner's right of ingress and egress to his or her Unit.

3. Anything to the contrary contained in this Article VI of the Declaration notwithstanding, the Association shall comply with the insurance and fidelity bond requirements of HUD and FHA to the extent that such agency's requirements do not conflict with those contained in the Act.

4. The following is inserted as Section 9.01 of the Declaration:

**9.01 Leasing.** A Unit Owner may lease or sublease his Unit (but not less than his entire Unit, unless such Unit is owned by Declarant) at any time and from time to time provided that (except for a lease or sublease made by a Declarant or an Eligible Mortgagee that either is in possession or is a purchaser at a judicial sale) (a) no Unit may be leased or subleased for a term of less than thirty (30) days; (b) no Unit may be leased or subleased and no lease or sublease assigned without a written lease, sublease or assignment; (c) a copy of such lease, sublease or assignment shall be furnished to the Board within ten (10) days after execution thereof; and (d) the rights of any lessee or sub-lessee of the Unit or assignee thereof shall be subject to, and each such lessee, sub-lessee and assignee shall be bound by, the covenants, conditions, and restrictions set forth in this Declaration, Bylaws, and Board rules and regulations, and the lease, sublease, or assignment shall expressly so provide, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any monthly Common Expense assessments on behalf of the Unit Owner of that Unit.

5. In the second line of Section 16.05 of the Declaration, after the word "and", insert "the Association shall" and delete the word "convenient" and substitute "business". In the third line of that Section, after the word "mortgagees", insert ", including First Mortgagees". The following is hereby added to the end of Subsection 16.05(b) before the period, "and other book, records and financial statements of the Association".

6. Section 20.01 of the Declaration is hereby amended to provide that any audited statement requested by a First Mortgagee or a prospective First Mortgagee with respect to any Unit and the Association is so notified thereof; shall be prepared and furnished within a reasonable time and any written request from a First Mortgagee shall state the name and address of First Mortgagee and the Unit number, and, in addition to being entitled to timely written notice of the items specified therein, shall also be entitled to timely written notice of the following:

(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 general or Limited Common Elements

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appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restricted;

(b) Any proposed termination of the Condominium regime;

(c) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or which affects any Unit on which there is a First Mortgage held, insured or guaranteed by such First Mortgagee;

(d) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage or trust deed of such First Mortgagee, where such delinquency has continued for a period of 60 days; and

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to this Declaration.

7. In the sixth line of Subsection 20.13(a) of the Declaration, the language "Unit Ownerships (by number), which are subject to first mortgages or first trust deed held by Eligible Mortgagees" is hereby deleted and "votes of Units subject to first mortgages or first trust deeds held by Eligible Mortgagees are allocated" is hereby substituted therefore. The word "or" is hereby deleted immediately before "(J)" in the sixth line of Subsection 20.13(a)(i) of the Declaration and the following is hereby added immediately prior to the semicolon at the end of that Subsection:

(K) except as provided in the Act, any restoration or repair of the Condominium 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, and (L) any provisions included in this Declaration which are for the express benefit of First Mortgagees

8. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

[Rest of page is intentionally left blank.  
Signature and notary are on the following two pages.]

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IN WITNESS WHEREOF, Declarant has caused its name to be signed on  
September 1, 2009.

**LELAND HOLDINGS LLC,**  
an Illinois limited liability company

By: New Century Bank,  
its Managing Member

By:   
Kirsten Helma, Vice President

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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK)

I, Lady McGuire, a Notary Public in and for Cook County, Illinois, do hereby certify that Kirsten Helma, the Vice President of New Century Bank, the Managing Member of Leland Holdings LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said bank on behalf of said company, for the uses and purposes therein set forth.

GIVEN under my hand Notarial Seal this September 1, 2009



Lady McGuire  
Notary Public  
My commission expires 7/16/12

This instrument prepared by and mail to after recording to:

Anthony L. Frink  
Holland & Knight LLP  
131 South Dearborn Street, 30<sup>th</sup> Floor  
Chicago, Illinois 60603

PIN No.:                   Part of 14-17-206-069-0000

ADDRESS                950 West Leland Avenue  
OF PROPERTY:        Chicago, Illinois 60640

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## EXHIBIT A

### TO THIRTEENTH AMENDMENT TO DECLARATION

### SHERIDAN PLACE IN UPTOWN CONDOMINIUM

### CONDOMINIUM PROPERTY

LOTS 20 AND 21 (TAKEN AS A TRACT) IN JOSEPH A.W. REES SUBDIVISION OF THE SOUTH 10 RODS OF THE NORTH 40 RODS OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART DESCRIBED AS FOLLOWS: THAT PART LYING BELOW AN ELEVATION OF 17.02 FEET (CCD) DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 89° 16' 10" EAST, 31.11 FEET; THENCE NORTH 0° 44' 17" WEST, 53.33 FEET; THENCE SOUTH 89° 15' 43" WEST, 7.99 FEET; THENCE NORTH 0° 44' 17" WEST, 27.17 FEET; THENCE NORTH 89° 15' 43" EAST, 3.18 FEET; THENCE NORTH 0° 44' 17" WEST, 35.80 FEET; THENCE SOUTH 89° 15' 43" WEST, 12.33 FEET; THENCE SOUTH 0° 44' 17" EAST, 11.93 FEET; THENCE SOUTH 89° 15' 43" WEST, 13.79 FEET; THENCE SOUTH 0° 38' 21" EAST, 104.37 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PART OF P.I.N.: 14-17-206-069-0000

COMMON ADDRESS: 950 W. LELAND AVENUE, CHICAGO, ILLINOIS 60640

Proposed by Cook County Clerk's Office



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## EXHIBIT D

### TO TWELFTH AMENDMENT TO DECLARATION

### SHERIDAN PLACE IN UPTOWN CONDOMINIUM

### PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

Residential Units		Residential Units		Parking Space Units		Parking Space Units	
<u>Unit No.</u>	<u>%</u>	<u>Unit No.</u>	<u>%</u>	<u>Unit No.</u>	<u>%</u>	<u>Unit No.</u>	<u>%</u>
301	1.687%	601	1.700%	P-1	0.255%	P-37	0.247%
302	1.418%	602	1.417%	P-2	0.255%	P-38	0.247%
303	1.098%	603	1.094%	P-3	0.246%	P-39	0.247%
304	1.090%	604	1.112%	P-4	0.246%	P-40	0.245%
305	1.484%	605	1.479%	P-5	0.246%	P-41	0.253%
306	1.694%	606	1.694%	P-6	0.245%	P-42	0.282%
307	1.697%	607	1.680%	P-7	0.245%	P-43	0.245%
308	1.275%	608	1.257%	P-8	0.245%	P-44	0.247%
309	1.688%	609	1.672%	P-9	0.254%	P-45	0.247%
310	0.955%	610	0.928%	P-10	0.254%	P-46	0.247%
311	1.238%	611	1.250%	P-11	0.254%	P-47	0.245%
312	1.635%	612	1.688%	P-12	0.254%	P-48	0.265%
401	1.719%	701	1.700%	P-13	0.255%	P-49	0.274%
402	1.411%	702	1.420%	P-14	0.255%	P-50	0.257%
403	1.102%	703	1.094%	P-15	0.255%	P-51	0.246%
404	1.107%	704	1.111%	P-16	0.246%	P-52	0.246%
405	1.485%	705	1.473%	P-17	0.245%	P-53	0.246%
406	1.652%	706	1.687%	P-18	0.245%	P-54	0.247%
407	1.676%	707	1.738%	P-19	0.245%	P-55	0.247%
408	1.266%	708	1.288%	P-20	0.374%	P-56	0.247%
409	1.687%	709	1.699%	P-21	0.252%	P-57	0.247%
410	0.928%	710	0.943%	P-22	0.252%	P-58	0.247%
411	1.240%	711	1.249%	P-23	0.245%	P-59	0.247%
412	1.648%	712	1.692%	P-24	0.244%	P-60	0.291%
501	1.693%			P-25	0.245%		100.000%
502	1.414%			P-26	0.247%		
503	1.102%			P-27	0.245%		
504	1.113%			P-28	0.245%		
505	1.487%			P-29	0.247%		
506	1.686%			P-30	0.245%		
507	1.687%			P-31	0.245%		
508	1.261%			P-32	0.246%		
509	1.674%			P-33	0.243%		
510	0.924%			P-34	0.244%		
511	1.251%			P-35	0.245%		
512	1.650%			P-36	0.245%		



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# EXHIBIT

## ATTACHED TO

7 PS  
8 EA  
15 TOTAL



## DOCUMENT

## SEE PLAT INDEX

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