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Doc#: 1120326008 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/22/2011 08:29 AM Pg: 1 of 4

Amendment to "Declaration of Covenants, Conditions, Restrictions, and Easements: Reciprocal Easement Agreement" ("Reciprocal Easement Agreement")

(2121 W. Roscoe St., Chicago 60618)

(TO CORRECT TYPOGRAPHICAL ERROR IN SECTION 5.8: Residential vs. Commercial Ownership is 80% and 20% respectively, rather than the incorrectly stated 75% and 25%)

Above space for Recorder's use only.

WSSA349054 CTR N/A 40F4

Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Christian Bremmer
Chitown Law, LLC
2847 N. Pulaski Rd.
Suite #CS
Chicago, Illinois 60641

PERMANENT REAL ESTATE NUMBERS:

14-19-321-048-0000
14-19-321-049-1001
14-19-321-049-1002

BOX 334 CTR

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AMENDMENT TO THE "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS: RECIPROCAL EASEMENT AGREEMENT" ("RECIPROCAL EASEMENT AGREEMENT")

THIS AMENDMENT TO THE RECIPROCAL EASEMENT AGREEMENT is made this 22nd day of June, 2011 by DOLYVA DEVELOPMENT, LLC, an Illinois Limited Liability Company as Owner of the Commercial Property; and SCOTT KOLASINKI and HEIDI KOLASINSKI, and MICHAEL JOHNSON and KELLY JOHNSON collectively as the Owners of the Residential Property.

Capitalized terms not defined here shall have the meaning provided to such terms in the Reciprocal Easement Agreement.

WITNESSETH

WHEREAS, reference is made to that certain Declaration of Covenants, Conditions, Restrictions, and Easements: Reciprocal Easement Agreement dated November 5, 2010 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 16, 2010 as Document No. **1034431080** governing the property described in Exhibit A, and

WHEREAS, the Owners desire to amend the Reciprocal Easement Agreement **TO CORRECT A TYPOGRAPHICAL ERROR IN SECTION 5.8**; and

NOW, THEREFORE, the Owners declare that the Reciprocal Easement Agreement and/or its Exhibits be and hereby is/are amended as follows:

- 1. THE FIRST PARAGRAPH OF ARTICLE V, SECTION 5.8 shall be replaced by the following (changing residential percentage share from 75% to 80% and commercial percentage share from 25% to 20%):**

5.8 Except to the extent any services or Maintenance is (i) required pursuant to certain specific provisions contained in Sections 5.1 or 5.2 above, (ii) required as a result of the neglect or acts of one of the Owners; or (iii) covered by any insurance policy maintained by one of the Owners pursuant to Article IX hereof, any other Common Expenses (such as water services in the event there is no separate meter or sub-meter for the Commercial Property) shall be coordinated between the parties and each Owner shall cooperate in good faith to hire or retain a third party to perform any such common services or Maintenance. The costs of any such common services or Maintenance shall be shared by the Owners pursuant to their respective Percentage Shares as follows: The Residential Owner shall be responsible for 80.0% (the "Residential Percentage Share") of any Common Expenses and the Commercial Owner shall be responsible for 20.0% (the "Commercial Percentage Share") of any Common Expenses.

IN WITNESS WHEREOF, the Owners have executed this Amendment as of the date set forth above.

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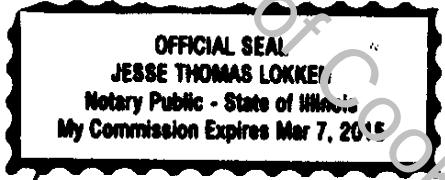
DOLYVA DEVELOPMENT, LLC

By: *Christian Bremmer*
Christian Bremmer
Its: ATTORNEY IN FACT

[Signature] 6/23/11
Scott Kolasinski
Unit Owner (Unit #3)

Heidi Kolasinski
Heidi Kolasinski
Unit Owner (Unit #3)

Kelly Johnson
Kelly Johnson
Unit Owner (Unit #2)



6/24/11

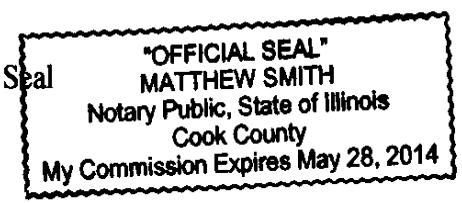
[Signature]
Michael Johnson
Unit Owner (Unit #2)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, *Matthew Smith*, a Notary Public in and for the County and State aforesaid, do hereby certify that CHRISTIAN BREMMER, personally known to me to be the same 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 said instrument as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 23 day of June, 2011.

[Signature]
Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Matthew Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that SCOTT KOLASINSKI, HEIDI KOLASINSKI, KELLY JOHNSON, and MICHAEL JOHNSON personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 27 day of June, 2011.

Matthew Smith
Notary Public



EXHIBIT A

Legal Description of Total Parcel

LOT 9 IN BLOCK 14 IN C.T. YERK'S SUBDIVISION OF BLOCKS 33, 34, 35, 36, 41, 42, 43 AND 44 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

Commonly known as: 2121 W. ROSCOE STREET, CHICAGO, IL 60618

PIN Number(s): 14-19-321-048-0000
14-19-321-049-1001
14-19-321-049-1002