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Doc#: 1419634064 Fee: \$116.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/15/2014 01:48 PM Pg: 1 of 16

40013677

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS

Property of Cook County Clerk's Office

This instrument was prepared by and  
after recording should be returned to:

Daniel R. Bronson, Esq.  
Bronson & Kahn LLC  
150 North Wacker Drive, Suite 1400  
Chicago, Illinois 60606

RECORDING FEE 116  
DATE 7-15-14 COPIES 6  
OK BY [Signature]

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## FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made and entered into as of June \_\_, 2014 by 1400 South Michigan, LLC, an Illinois limited liability company (the "Commercial Owner") and Michigan Avenue Tower II Condominium Association, an Illinois not-for-profit corporation (the "Association").

### RECITALS

A. The terms used in these Recitals, if not otherwise defined herein, shall have the meanings set forth in the Declaration (defined below).

B. Commercial Owner was previously the Developer under the Declaration, and as of the date hereof is the sole Owner of the Commercial Property.

C. The Developer entered into that certain Declaration of Covenants, Conditions, Restrictions and Easements dated August 20, 2008 (the "Declaration") and recorded on August 21, 2008 with the Cook County Recorder of Deeds as Document No. 0823418028 with respect to certain real property situated in Chicago, Cook County, Illinois, defined in the Declaration as the Total Parcel, and legally described on Exhibit "A" to the Declaration.

D. The Association is the "Association" referenced in Article I of the Declaration.

E. The Commercial Owner and the Association wish to amend the Development Plan and the legal descriptions of the Commercial Parcel as more particularly set forth herein.

NOW, THEREFORE, the Commercial Owner does hereby amend the Declaration as follows

#### 1. AMENDMENTS TO AND MODIFICATIONS OF THE DECLARATION:

a. Amended Definitions: The definitions of the following terms shall replace in their entireties the corresponding definitions in Article I of the Declaration:

i. "**Commercial Property**" means the Commercial Property A, the Commercial Property B, the Commercial Property C-1, the Commercial Property C-2, the Roof Property, and the Communications Property, together with other related and incidental portions of the Total Property which are not included within the Condominium Property.

ii. "**Owner**" or "**Owners**" means any Owner of all or any portion of the Commercial Property, any Owner of all or any portion of the Condominium Property, or any or all of them, or their successors or assigns, as the context may require.

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iii. **“Owner of the Commercial Property”** means the person or persons or entity or entities, or their successors or assigns, whose estates or interests where the context so requires, individually or collectively, aggregate, from time to time, own fee simple absolute ownership of all or any portion of the Commercial Property. Notwithstanding the foregoing, where the context so requires, the Owner of the Commercial Property shall mean any Owner of any portion of the Commercial Property or the Communications Property, or all or any of them, to the extent reasonably necessary to effectuate the rights or obligations of any such party as provided for in this Declaration, and so that such application shall not amplify or diminish the rights or obligations of any such party.

iv. **“Participation Percentage”** means the percentage each Owner shall be responsible for paying with respect to certain common expenses. Except as otherwise expressly stated herein: (A) the Participation Percentage of the Owner of Commercial Property A, Commercial Property B, and the Roof Property, in the aggregate, shall be 2.3933%; (B) the Participation Percentage of the Owner of Commercial Property C-1 shall be 0.6116%; (C) the Participation Percentage of the Owner of Commercial Property C-2 shall be 1.9951%; and (D) the aggregate Participation Percentage of all the foregoing taken together shall be 5%. The Owner of the Condominium Property's Participation Percentage for all common expenses, except otherwise expressly stated herein, shall be 95%. In the event any real property is added to, or removed from the Commercial Property or Condominium Property by the Commercial Owner, the Participation Percentage shall be appropriately adjusted, and the Commercial Owner, or their successors or assignees, shall record an amendment to this Declaration which amendment shall modify such adjusted Participation Percentage.

b. **New Definitions:** The following new defined terms are inserted in Article I of the Declaration:

i. **“Commercial Parcel A”** means the parcel of real property legally described on Exhibit “B” to the Declaration as “Commercial Parcel A”.

ii. **“Commercial Parcel B”** means the parcel of real property legally described on Exhibit “B” to the Declaration as “Commercial Parcel B”.

iii. **“Commercial Parcel C-1”** means the parcel of real property legally described on Exhibit “A” attached to this Amendment and designated as Commercial Parcel C-1.

iv. **“Commercial Parcel C-2”** means the parcel of real property legally described on Exhibit “A” attached to this Amendment and designated as Commercial Parcel C-2.

v. **“Commercial Property A”** means the Commercial Parcel A together with the Improvements located thereon, or located thereon in the future, and other related and incidental portions of the Total Property which are not included within the Commercial Property B, the Commercial Property C-1,

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Commercial Property C-2, the Roof Property, the Communications Property or the Condominium Property.

vi. **“Commercial Property B”** means the Commercial Parcel B together with the Improvements located thereon, or located thereon in the future, and other related and incidental portions of the Total Property which are not included within the Commercial Property A, the Commercial Property C-1, the Commercial Property C-2, the Roof Property, the Communications Property or the Condominium Property.

vii. **“Commercial Property C-1”** means the Commercial Parcel C-1 together with the Improvements located thereon, or located thereon in the future, and other related and incidental portions of the Total Property which are not included within the Commercial Property A, the Commercial Property B, the Commercial Property C-2, the Roof Property, the Communications Property or the Condominium Property.

viii. **“Commercial Property C-2”** means the Commercial Parcel C-1 together with the Improvements located thereon, or located thereon in the future, and other related and incidental portions of the Total Property which are not included within the Commercial Property A, the Commercial Property B, the Commercial Property C-1, the Roof Property, the Communications Property or the Condominium Property.

ix. **“Roof Parcel”** means the parcels of real property legally described on Exhibit “B” to the Declaration as “Roof Parcel I” and “Roof Parcel J”.

x. **“Roof Property”** means the Roof Parcel together with the Improvements located thereon, or located thereon in the future, and other related and incidental portions of the Total Property which are not included within the Commercial Property A, the Commercial Property B, the Commercial Property C-1, the Commercial Property C-2, the Communications Property or the Condominium Property.

c. Additional Amendments:

i. A new Section 3.04 is inserted into the Declaration as follows: “Obligations of Owners of Commercial Property Separate and Distinct: The Owners of the Commercial Property, including any Owner of Commercial Property C-1, Commercial Property C-2 or any other portion of the Commercial Property, shall be separately, and not jointly or severally, liable or responsible for performing and fulfilling the requirements and obligations of the Owner of the Commercial Property and that the Association and each Owner shall only have the right to enforce the Declaration against such Owner as is responsible for any alleged violation or breach. Each separate Owner of any portion of the Commercial Property shall be separately responsible for: (i) the payment of all real estate taxes and assessments relating to the portion of the Commercial Property it owns; (ii) maintaining and repairing the portion of the Commercial Property it owns in accordance with the terms of the Declaration; and (iii) paying

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those certain common expenses as are intended to be shared among the Owners in accordance with each such Owner's respective Participation Percentage. Each Owner of any Commercial Property may also enforce its rights and remedies provided under the Declaration against another Owner of any Commercial Property."

ii. A new Section 5.18 is inserted into the Declaration as follows: "Use and Enjoyment of Easements by Owners of Commercial Property: "Each separate Owner of the Commercial Property shall be entitled to the use of all Easements created under the Declaration intended to benefit the Commercial Property to the extent reasonably necessary for each Owner of the Commercial Property to enjoy and use its respective portion of the Commercial Property. Each Owner's portion of the Commercial Property shall be burdened with such Easements created under the Declaration to the extent necessary to provide such rights to the other Owners of the Commercial Property as are reasonably necessary for such Owners to use and enjoy their respective portions of the Commercial Property."

d. Special Amendment: Commercial Owner, or its assignee, shall reserve and retain all of the rights as provided under Section 20.10 with respect to all or any portion of the Commercial Property owned by Commercial Owner without the need of consent or approval from the Condominium Association or any other party for so long as Commercial Owner shall own any such portion of the Commercial Property.

e. Legal Descriptions: The legal description of Commercial Parcel C attached to the Declaration as part of Exhibit "B" is deleted in its entirety and replaced with the legal descriptions of Commercial Parcel C-1 and Commercial Parcel C-2 as listed on Exhibit "A" attached hereto and made a part hereof.

f. Development Plan: Page 3 of the Development Plan attached to the Declaration as Exhibit E is deleted and replaced with the survey attached hereto as Exhibit B and made a part hereof.

2. **NO FURTHER MODIFICATIONS**: Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms without any further modifications.

*[Rest of page intentionally blank – signatures on following page.]*

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IN WITNESS WHEREOF, this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements has been entered into by the undersigned as of the date set forth on the first page hereof.

**COMMERCIAL OWNER:**

1400 South Michigan, LLC, an Illinois limited liability company

By: 1400 South Michigan Member, LLC, an Illinois limited liability company  
Its: Sole Member

By: Russland Capital Development Group, Inc., an Illinois corporation  
Its: Manager

By:   
Name: Alexander Vaisman  
Title: Secretary

**ASSOCIATION:**

Michigan Avenue Tower II Condominium Association, an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements has been entered into by the undersigned as of the date set forth on the first page hereof.

**COMMERCIAL OWNER:**

1400 South Michigan, LLC, an Illinois limited liability company

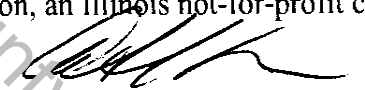
By: 1400 South Michigan Member, LLC, an Illinois limited liability company  
Its: Sole Member

By: Russland Capital Development Group, Inc., an Illinois corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSOCIATION:**

Michigan Avenue Tower II Condominium Association, an Illinois not-for-profit corporation

By:   
Name: Anastasia T. Wians  
Title: Secretary

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## Acknowledgment of Commercial Owner

STATE OF ILLINOIS        )  
   ) SS.  
 COUNTY OF COOK         )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alexander Vaisman, the Secretary of Russland Capital Development Group, Inc., an Illinois corporation, the Manager of 1400 South Michigan Member, LLC, an Illinois limited liability company, being the sole member of 1400 South Michigan, LLC, an Illinois limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged as such Secretary he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25 day of June, 2014

Roslyn Hamer  
 Notary Public

My Commission Expires:





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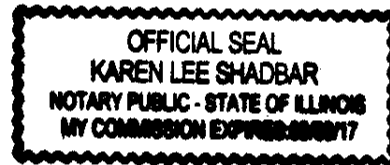
## Acknowledgment of Association

STATE OF ILLINOIS        )  
   ) SS.  
 COUNTY OF COOK         )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANASTASIA T. WILANS, the SECRETARY of Michigan Avenue Tower II Condominium Association, an Illinois not-for-profit corporation, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged as such \_\_\_\_\_, he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25<sup>th</sup> day of June, 2014

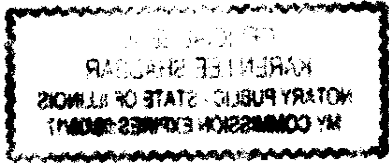
Karen Lee Shadbar  
 Notary Public



My Commission Expires:

9-8-17

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**UNOFFICIAL COPY**MORTGAGEE CONSENT

EVERGREEN BANK GROUP, holder of a note secured by a Mortgage and Security Agreement and UCC Fixture Filing on the Commercial Property recorded with the Cook County Recorder of Deeds on April 27, 2012 as Document Number 1211842008 and an Assignment of Rents and Leases recorded with the Cook County Recorder of Deeds as Document No. 1211842009 hereby consents to the execution and recording of the above and foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements and hereby submits said Mortgage and Assignment of Rents to the provisions of the above and foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements.

IN WITNESS WHEREOF, EVERGREEN BANK GROUP has caused this instrument to be signed by its duly authorized officer(s) <sup>July</sup> on its behalf; all done at 1515 N. 2204<sup>th</sup> St, on this 8<sup>th</sup> day of June, 2014.  
OAK BROOK, IL 60521

EVERGREEN BANK GROUP

By: [Signature]  
Name: MICHAEL R. CHOCK  
Title: SENIOR VICE PRESIDENT

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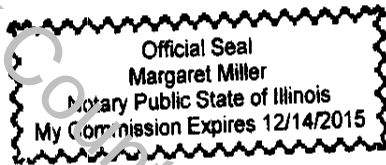
## Acknowledgment of Mortgagee

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DuPage )

I, Margaret Miller, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael Chock the SVP of Evergreen Bank Group, thereof, personally known to me to be the same person whose name is subscribed to the foregoing instrument 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 execution, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8<sup>th</sup> day of July, 2014

Margaret Miller  
Notary Public



My Commission Expires:

12/14/2015

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## EXHIBIT A

### LEGAL DESCRIPTION OF COMMERCIAL PARCELS C-1 AND C-2

**COMMERCIAL PARCEL C-1:** THAT PART OF LOTS 22 THROUGH 28 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOTS 28; THENCE SOUTH 00 DEGREES 15 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 173.89 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 23 SECONDS WEST, A DISTANCE OF 144.32 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 14 SECONDS EAST, A DISTANCE OF 18.15 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 46 SECONDS WEST, A DISTANCE OF 27.13 FEET TO THE WEST LINE OF LOTS 22 THROUGH 28; THENCE NORTH 00 DEGREES 15 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 40.82 FEET TO THE POINT OF BEGINNING OF COMMERCIAL PARCEL C-1; THENCE CONTINUING NORTH 00 DEGREES 15 MINUTES 20 SECONDS EAST A DISTANCE OF 43.13 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS EAST, A DISTANCE OF 31.11 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 3.35 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 52 SECONDS WEST, A DISTANCE OF 1.37 FEET; THENCE NORTH 0 DEGREES 07 MINUTES 04 SECONDS WEST, A DISTANCE OF 16.56 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS EAST, A DISTANCE OF 99.9 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 19.91 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS EAST, A DISTANCE OF 3.95 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 1.49 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS EAST, A DISTANCE OF 3.79 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 41.64 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 52 SECONDS WEST, A DISTANCE OF 47.34 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 14.28 FEET (CITY OF CHICAGO DATUM) AND BELOW AN UPPER AIR RIGHTS ELEVATION OF 24.90 FEET; IN BLOCK 16 IN HERINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**COMMERCIAL PARCEL C-2:** THAT PART OF LOTS 22 THROUGH 28 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOTS 28; THENCE SOUTH 00 DEGREES 15 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 173.89 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 23 SECONDS WEST, A DISTANCE OF 66.77 FEET TO THE POINT OF BEGINNING OF COMMERCIAL PARCEL C-2; THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 23 SECONDS WEST, A DISTANCE OF 77.55 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 14 SECONDS EAST, A DISTANCE OF 18.15 FEET;

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THENCE NORTH 89 DEGREES 43 MINUTES 46 SECONDS WEST, A DISTANCE OF 27.13 FEET TO THE WEST LINE OF LOTS 22 THROUGH 28; THENCE NORTH 0 DEGREES 15 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 40.02 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS EAST A DISTANCE OF 69.72 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 8 SECONDS EAST, A DISTANCE OF 15.40 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS EAST, A DISTANCE OF 1.02 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 3.37 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 52 SECONDS WEST, A DISTANCE OF 1.02 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 22.88 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS EAST, A DISTANCE OF 35.75 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 40.82 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS EAST, A DISTANCE OF 5.58 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 7.20 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 52 SECONDS WEST, A DISTANCE OF 2.05 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 34.19 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 52 SECONDS WEST, A DISTANCE OF 4.30 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 17.53 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 14.28 FEET (CITY OF CHICAGO DATUM) AND BELOW AN UPPER AIR RIGHTS ELEVATION OF 24.90 FEET. IN BLOCK 16 IN HERINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-22-107-077-0000

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# **OVERSIZE EXHIBIT**

Doc#: 1419634064 Fee: \$116.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/15/2014 01:48 PM Pg: 1 of 16

**FORWARD ORIGINAL  
DOCUMENT TO PLAT  
COUNTER IMMEDIATELY  
AFTER RECORDING FOR  
SCANNING**