

# UNOFFICIAL COPY

This document prepared by and  
after recorded mail to:

Jacqueline Giannini  
1508 N. Sedgwick St.  
Unit 5N  
Chicago, IL 60610



Doc# 2129557008 Fee \$73.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/22/2021 09:56 AM PG: 1 OF 12

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**FIRST AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR 1506-08 NORTH SEDGWICK CONDOMINIUMS**

**Street Address:**

1506-1508 N. Sedgwick  
Chicago, Illinois 60610

**Permanent Index Numbers:**

17-04-111-057-1001  
17-04-111-057-1002  
17-04-111-057-1003  
17-04-111-057-1004  
17-04-111-057-1005  
17-04-111-057-1006  
17-04-111-057-1007  
17-04-111-057-1008  
17-04-111-057-1009  
17-04-111-057-1010

RECORDING FEE 73.00  
DATE 10/22/21 COPIES 5x  
OK BY EK

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## FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR 1506-08 NORTH SEDGWICK CONDOMINIUMS

The First Amendment to Declaration of Condominium Ownership for the 1506-08 North Sedgwick Condominium, made and entered into this 14th day of March, 2021 by the Board of Directors for the 1506-08 North Sedgwick Condominium Association (the "Board").

### WITNESSETH:

The Board administers the Condominium property located in the City of Chicago, County of Cook, State of Illinois, legally described as Lots 27 and 28 in Block 1 in W. L. Newberry's Subdivision of Block 1 of State Bank of Illinois Subdivision of the Northeast ¼ of the Northwest ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

The property was submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Ownership for 1506-08 North Sedgwick Condominiums (the "Declaration"), recorded in the Cook County Recorder of Deed's Office on August 1, 2006, as Document No. 0521345065;

The Parcel hereby submitted to the provisions of the Act is legally described as in Exhibit A to the Declaration;

The Board and the Unit Owners desire to amend the Declaration to designate certain Common Element roof right areas as Limited Common Elements appurtenant to Units 5N and 5S, respectively and to amend the percentage of ownership of the Common Elements;

Article XIII, Subsection A of the Declaration requires that:

Except as prohibited or otherwise provided for in this Declaration, the provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or recession, signed by all unit owners owning not less than (2/3) of the total ownership of the common elements and acknowledge provided, however, that all lien holders of record have been notified by certified mail of such change, modification or recession, and an affidavit by the Secretary of the Association certifying to such mailing is made part of such instrument. However, if the Act, the Declaration or the By-Laws require the consent or agreement of all unit owners or of all lien holders for any action specified in this Act or in this Declaration, then any instrument changing, modifying or

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rescinding any provision of this Declaration with respect to such action shall be signed by all unit owners or all lien holders or both as required by the Act or this Declaration. The change, modification, or recession whether accomplished under either of the provisions above, shall be effective upon recording such instrument in the office of the Recorder of Deeds of Cook County, Illinois; provided, however, the no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Article III, Subsection G requires that the percentages of ownership of common elements may be changed by recorded amendment to the Declaration consented to in writing by all unit owners. Article XIII, Subsection B requires that:

Notwithstanding any provision of this Declaration or By-Laws to the contrary, written approval of the holder of a first mortgage of a unit must be obtained with respect to a change in the percentage interest of the unit owner's partition or subdivision of the unit mortgaged or of the common elements or abandonment of the condominium status of the property, except for abandonment provided by the Act in case of substantial loss to or condemnation of the units and common elements.

The Amendments set forth below have been approved in accordance with the above-stated provisions at a meeting held on or about March 14, 2021, and thereafter consent/notices were issued to all mortgage holders of record as required.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article III is modified by adding the following new paragraph:

M. Limited Common Elements. The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as inseparable appurtenants thereto, as designated as such in the Declaration or included in the Plat and Supplemental Plat, or which by the nature and/or location thereof, or by the terms of the Declaration, are clearly intended to be reserved 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 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 roof top decks appurtenant and located immediately outside the doors of 5N and 5S on the West Side of the roof as shown in the amendment to Plat.

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Notwithstanding the above, the space appurtenant and located immediately outside the common entrance, as shown on the Amendment to Plat, and the East side of the roof shall remain Common Elements.

2. Article IV is modified by adding the following new paragraph:

D. Maintenance of Limited Common Elements. With respect to roof top deck Limited Common Elements, any and all maintenance, repair or replacement of the roof top decks shall be done by the Owner who has the exclusive right to use and possession of that Limited Common Element. The Board and its agents shall have access to the Decks at all times for the purpose of inspecting the condition of the Decks, as well as that of the Common Element roof. If maintenance, repair or replacement of any Common Element requires the dismantling of the Deck(s), or any portion thereof, the cost of such dismantling shall be the responsibility of the Owner having exclusive use of that deck. If after such dismantling the Owner desires to reconstruct the Deck, all costs associated therewith shall be the responsibility of the Owner. Any damage caused to the Common Elements by the use, construction, maintenance, dismantling or reconstruction of the Deck shall be paid by the Owner. If the Owner fails to perform or pay for work or repairs as specified herein, the Board may at its discretion perform, or cause to be performed, such maintenance, repairs and replacements of the Limited Common Elements, and the cost thereof shall be assessed in whole or in part to the Unit Owners benefited thereby. Further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor and subcontractor sworn statements as may be required to protect the property from all mechanical or materialmen's lien claims that may arise therefrom.

3. Article IX is modified by adding the following new paragraph.

C. Use of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners, at their expense, in accordance with the provisions of the Illinois Condominium Property Act. Each Unit Owner and occupant shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or occupant, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit.

Notwithstanding the exclusive right of the Owners of Units 5N and 5S to the use and possession of its Limited Common Element roof decks, a non-exclusive easement for ingress and egress (and, where reasonably necessary use) by persons, material and equipment shall be granted in favor of the Association and designated persons, material and equipment, over, on and across

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the roof decks to permit ingress and egress to the Common Element roof space for recreational use of the Common Element and construction, maintenance, repair, replacement, restoration or reconstruction of the Condominium Property and Common Element roof space.

4. Exhibit C is rescinded and replaced with the following:

Unit Number	Percentage
Unit 1N	12.00%
Unit 1S	12.00%
Unit 2N	8.78%
Unit 2S	8.78%
Unit 3N	8.99%
Unit 3S	8.99%
Unit 4N	9.19%
Unit 4S	9.19%
Unit 5N	11.04%
Unit 5S	11.04%

5. All remaining provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board has duly executed this Amendment on the day and year first written above.

BOARD OF DIRECTORS OF  
1506-1508 NORTH SELGWICK  
CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_

Matthew Hutchinson, President

ATTEST:

By: \_\_\_\_\_

Jeremy Brongiel, Secretary

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IN WITNESS WHEREOF, the undersigned Unit Owners agree to and approve the foregoing Amendments:

<u>Owner</u>	<u>Unit</u>
<u>/s/ Anish John</u>	<u>1S</u>
<u>/s/ Katherine Hutchinson</u>	<u>1N</u>
<u>/s/ Jeremy Brongiel</u>	<u>2S</u>
<u>/s/ Robert Siegal</u>	<u>2N</u>
<u>/s/ Sean Kennelly</u>	<u>3S</u>
<u>/s/ Rebecca Fons</u>	<u>3N</u>
<u>/s/ Scott Beck</u>	<u>4S</u>
<u>/s/ Anthony Meale</u>	<u>4N</u>
<u>/s/ Jeremy Fralich</u>	<u>5S</u>
<u>/s/ Jacqueline A. Giannini</u>	<u>5N</u>

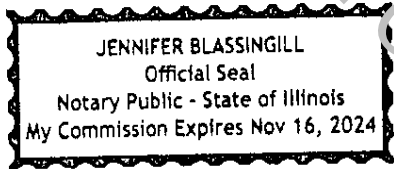
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STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Matthew Hutchinson, as President of the Board of Directors of 1506-1508 North Sedgwick Condominium Association ("Board") and Jeremy Brongiel, as Secretary of the Board, appeared before me this day in person and acknowledged that they signed and delivered the First Amendment to Declaration of Condominium Ownership for the 1506-08 North Sedgwick Condominium, as their free and voluntary act and as the free and voluntary act of the Board for the uses and purposes therein set forth.

Given under my hand and notarial seal as of the 23 day of September, 2021.



*Jennifer Blasingill*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 11-16-2024

Property of COOK County Clerk's Office

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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

## AFFIDAVIT

Jeremy Brongiel, having been sworn under oath and under penalties of perjury as provided by law, states and certifies as follows:

1. I am the Secretary of the Board of Directors of 1506-1508 North Sedgwick Condominium Association (the "Association") and have personal knowledge of all matters set forth herein.

2. On or about March 14, 2021, the Unit Owners holding 100% of the total votes of the Association approved the amendments to the Declaration contained in the First Amendment to Declaration of Condominium Ownership for the 1506-08 North Sedgwick Condominium ("First Amendment").

3. In accordance with Article XIII of the Declaration I hereby certify that I mailed, or caused to be mailed, by certified mail to all holders of first mortgages and trust deeds of record, a copy of the First Amendment and obtained consent of all such first mortgage holders or such mortgage holders failed to respond within 60 days of receiving said notice.

Secretary of the Board of Directors of  
1506-1508 North Sedgwick  
Condominium Association

Jeremy Brongiel  
Subscribed and sworn to before me this  
23 day of September, 2021



Jennifer Blassingill  
Notary Public

My commission expires: 11-16-2024



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## Legal Description

Lots 27 and 28 in Block 1 in W. L. Newberry's Subdivision of Block 1 of State Bank of Illinois Subdivision of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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Exhibit A  
Amendment to Plat

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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5812 W. HIGGINS AVENUE  
CHICAGO, ILLINOIS 60630

## MM SURVEYING CO., INC.

PROFESSIONAL DESIGN FIRM No. 184-003233

PHONE: (773) 282-5900  
FAX: (773) 282-9424  
mmsurvey1285@sbcglobal.net



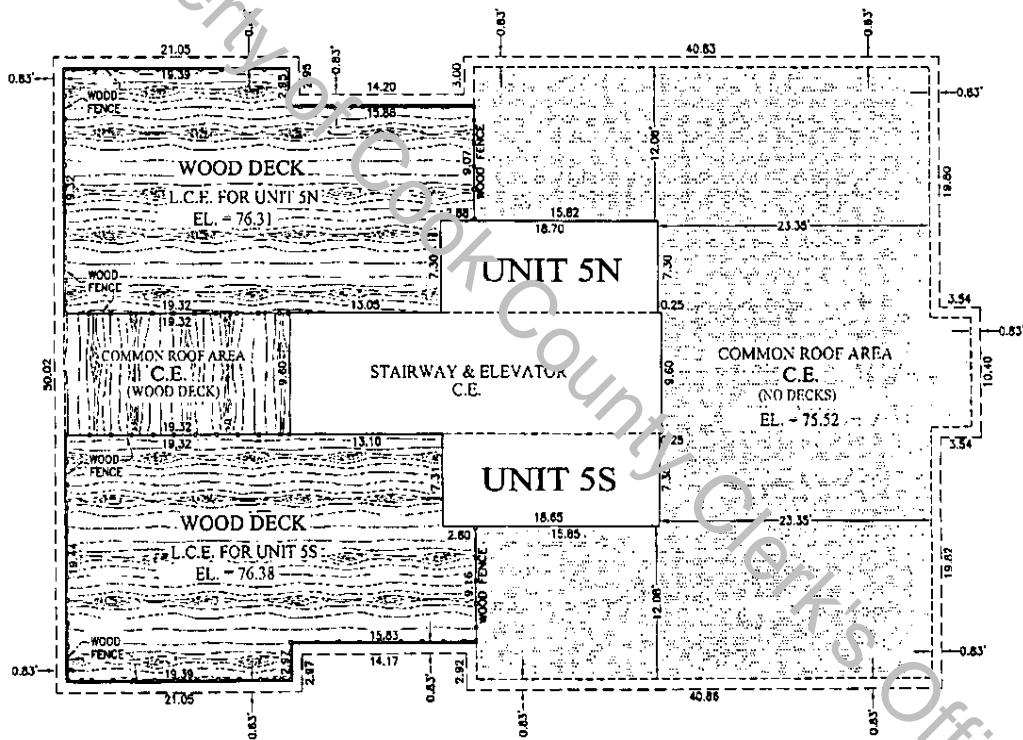
AMENDED EXHIBIT "A"  
PAGE 8 OF 8

### 1506-1508 NORTH SEDGWICK CONDOMINIUMS

AMENDMENT TO PAGE 8 OF 8  
OF

THE FIRST AMENDMENT OF EXHIBIT "A" OF DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR 1506-1508 NORTH SEDGWICK CONDOMINIUM DECLARATION, RECORDED AUGUST 01, 2006, AS DOCUMENT No. 0521345068.

### ROOF LEVEL



N. SEDGWICK ST.



#### LEGEND:

- FL.EL. - FLOOR ELEVATION
- C.EL. - CEILING ELEVATION
- L.C.E. - LIMITED COMMON ELEMENT
- CE. - COMMON ELEMENT
- P - PARKING SPACE
- R - ROOF RIGHTS

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ORDER NO. 102079

SCALE: 1 INCH = 10 FEET

FIELDWORK COMPLETION DATE: AUGUST 13, 2021

ORDERED BY: JACQUELINE GIANNINI

#### GENERAL NOTES

HORIZONTAL BOUNDARIES ARE PLANES FORMED BY THE DISTANCES BETWEEN FINISHED FACE OF INTERIOR WALLS.

VERTICAL BOUNDARIES ARE PLANES FORMED BY THE FINISHED FLOOR AND THE FINISHED CEILING.

#### BENCHMARK No. 32

LOCATED AT 10.7 FEET WEST OF EAST LINE OF N. DAYTON ST. AND 8.2 FEET NORTH OF NORTH LINE OF N. WILLOW ST.

ELEV. = 13.334 CITY OF CHICAGO BENCHMARK DATUM

State of Illinois  
County of Cook

We, M M Surveying Co., Inc., do hereby certify that we have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey.

Signature: Zbigniew Domozych

Date: SEPTEMBER 08, 2021

REG. ILL. Land Surveyor No. 35-3758  
LIC. EXP. NOVEMBER 30, 2022

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## Exhibit B

### Revised Percentages of Ownership

Unit Number	Percentage
Unit 1N	12.00%
Unit 1S	12.00%
Unit 2N	8.78%
Unit 2S	8.78%
Unit 3N	8.99%
Unit 3S	8.99%
Unit 4N	9.19%
Unit 4S	9.19%
Unit 5N	11.04%
Unit 5S	11.04%

Total: 100%

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