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Doc# 2214657021 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/26/2022 02:47 PM PG: 1 OF 8

**THIS DOCUMENT HAS BEEN  
PREPARED BY, AND AFTER  
RECORDATION SHOULD BE  
RETURNED TO:**

**Schoenberg Finkel Beederman Bell Glazer, LLC  
300 S. Wacker Drive  
Suite 1500  
Chicago, Illinois 60606  
Attn: Michael C. Kim**

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

**RECIPROCAL EASEMENT AGREEMENT**

This First Amendment is being made to that certain Declaration of Covenants, Conditions, Restrictions and Easements: Reciprocal Easement Agreement (the "Declaration" or "REA") which document was recorded with the Cook County Recorder of Deeds on May 15, 2006 as Document No. 0613532039 and affects the property legally described on Exhibit A attached hereto and made a part hereof. Unless otherwise specified, all capitalized words shall have the meaning ascribed to them in the Declaration.

**RECITALS**

- A. This First Amendment is being made pursuant Article XXIV, Section 24.4 of the Declaration, by agreement of both the Owner of the Residential Property (also referred to as the "Tower Residences Condominium Association" or "Association") and the Owner of the Commercial Property (also referred to as Insoo Chin and Chong Chin (a/k/a Jane C. Chin) as grantees of NCB Development XXXVII, LLC, an Illinois limited liability company), as reflected in the respective written consents attached hereto.

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- B. The Owner of the Commercial Property represents and warrants to the Owner of the Residential Property that there is no First Commercial Mortgagee and the Owner of the Residential Property represents and warrants the Owner of the Commercial Property that there is no First Mortgagee of the Residential Property.
- C. The Owners have carefully considered the sharing of expenses as set forth in the original Declaration and, subject to the terms set forth in this First Amendment, agree that it would be convenient, preferable and fair to adopt and implement an alternative payment arrangement as set forth herein.

Therefore, the Owners being in agreement and desirous of memorializing such agreement, Article V of the Declaration is hereby amended by addition of a new Section 5.12, the text of which is as follows:

“5.12 Anything to the contrary notwithstanding (including but not limited to Sections 5.1 through 5.11, inclusive, of this Article V and Exhibit E), regarding Common Expense sharing or reimbursement between the Owner of the Residential Property and the Owner of the Commercial Property, the said Owners hereby agree to the following alternative payment arrangement (the “Alternate Payment Arrangement”) as follows:

- (a) The Owner of the Commercial Property shall pay the Owner of the Residential Property a fixed monthly charge (the “Monthly Charge”) for all Items in Subsection (b), below. The Monthly Charge to the Owner of the Commercial Property will be \$1110, effective as of August 1, 2021. Additional separate items that may be presented for payment are listed below in Subsections (c) and (d), which are intended to reflect other charges delineated in Article V and Exhibit E of the REA.
- (b) Items covered by the Monthly Charge:
- 1) Heated and chilled water for use by the Commercial Space(s) air handling unit to provide conditioned air for that space.
  - 2) Potable water for use within the Commercial Space(s), and for use within the adjacent Residential Property bathroom facility.
  - 3) Residential bathroom facility rodding twice monthly.
  - 4) Preventive maintenance of the air handling unit that serves the Commercial Space(s).
  - 5) Quarterly filter changes on the air handling unit that serves the Commercial Space(s).

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- 6) Inspection and normal maintenance of the building roofing and south and west facades.
  - 7) Operation, inspection, normal maintenance and repair, as required, of potable water pump room and equipment, ejector pumps, fire suppression system components, emergency generator, loading dock and door.
  - 8) Scavenger services, excluding non-standard items.
  - 9) General pest control services.
  - 10) Snow and ice removal on walkways and roadways adjacent to the Commercial Space(s).
  - 11) Landscaping maintenance on the area north of the Commercial Space's west doorway.
- (c) Items to be provided by Owner of the Commercial Property or reimbursed to Owner of Residential Property at 100%:
- 1) All maintenance and repairs to the air handling unit serving the Commercial Space(s) not considered preventative.
  - 2) Replacement of the air handling unit that serves the Commercial Space(s).
  - 3) Maintenance and replacement of the HVAC metering and water sub-metering devices.
  - 4) Maintenance of curbs and sidewalks adjacent to the Commercial Property.
  - 5) Labor and material for any services requested by the Owner of the Commercial Property and provided by the Owner of the Residential Property.
- (d) Items (not all inclusive) to be reimbursed by Owner of the Commercial Property to the Owner of the Residential Property at 0.5%:
- 1) Major repairs or replacement of the building roofing (37<sup>th</sup> floor) and south and west facades, not including residential balconies, window, and doors.
  - 2) Major repair or replacement of other building elements, as follows: Electrical vault and switchgear, potable water pump room and equipment, ejector pumps, fire suppression system components, emergency generator, loading dock and door, maintenance of Prairie Avenue and 13<sup>th</sup> Street.

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(e) The Monthly Charge is subject to annual review beginning in January 2023. If a change to the Monthly Charge determined by the Owner of the Residential Property is not acceptable to the Owner of the Commercial Property, the Alternative Payment Arrangement will be terminated and the Owners will return to Article V and related Exhibit E to determine their respective responsibilities to each other, provided that Items 1 through 5 in Subsection (b), above, and Item 3 in Subsection (c), above, are not included in the REA and will require separate negotiation between the parties.”

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED ABOVE, THE REMAINING PROVISIONS OF THE DECLARATION AND RELATED EXHIBITS REMAIN IN FULL FORCE AND EFFECT.

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

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## EXHIBIT A

### Legal Description of Total Parcel

LOT 1 IN KILEY'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LAND PROPERTY AND SPACE IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1235 South Prairie Avenue Private, Chicago, Illinois 60605

P.I.N. 17-22-110-117-0000 (Note: Affects the underlying land and other property)

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

*Reciprocal Easement Agreement*

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STATE OF ILLINOIS) ) SS  
COUNTY OF COOK )

CONSENT TO FIRST AMENDMENT TO DECLARATION  
BY  
OWNER OF RESIDENTIAL PROPERTY

TOWER RESIDENCES CONDOMINIUM ASSOCIATION

By: [Signature]  
Printed Name: EDWARD R HUMBART  
Title: TREASURER  
Dated: 11/22/21

ACKNOWLEDGEMENT

EDWARD HUMBART appeared before me this 22 day of NOVEMBER, 2021 and acknowledged that he/she signed this instrument as the (office) TREASURER of the Tower Residences Condominium Association as his/her voluntary act and as the free and voluntary act of said Association for the uses and purposes therein.

[Signature]  
Notary Public

(Seal)



CLERK'S OFFICE

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STATE OF ILLINOIS) ) SS  
COUNTY OF COOK )

CONSENT TO FIRST AMENDMENT TO DECLARATION  
BY  
OWNER OF COMMERCIAL PROPERTY

*Insoo Chin*  
Insoo Chin  
Dated: 11-9-2021

*Chong Chin*  
Chong Chin  
Dated: 11/9/2021

### ACKNOWLEDGEMENTS

INSOO CHIN appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2021 and acknowledged that he signed this instrument as his free and voluntary act for the uses and purposes therein.

\_\_\_\_\_  
(Seal)  
Notary Public

CHONG CHIN (a/k/a JANE C. CHIN) appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2021 and acknowledged that she signed this instrument as her free and voluntary act for the uses and purposes therein.

\_\_\_\_\_  
(Seal)  
Notary Public

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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California  
County of Orange )

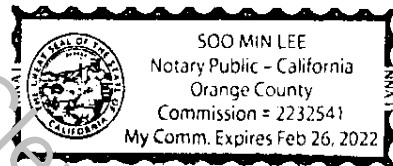
On 11/09/2021 before me, Soo Min Lee, Notary Public  
(insert name and title of the officer)

personally appeared INSOO CHIN AND JANE CHIN  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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