



2230457018

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/31/2022 02:57 PM PG: 1 OF 12

David L. Rudolph, Esq.
Rudolph Kaplan LLC
805 Greenwood St.
Evanston, IL 60201
(312) 216-2785

**FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE
GRANDVIEW RESIDENCES CONDOMINIUM ASSOCIATION**

This document is recorded for the purposes of amending the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws for Grandview Residences Condominium Association (the "Association") recorded with the Recorder of Deeds of Cook County, Illinois on August 12, 2003 as Document No. 0322444122 (the "Declaration"), and covers the property legally described in Exhibit "A", which is attached hereto and made a part thereof.

This Amendment is adopted pursuant to the provisions of Article 13.7 of the Declaration and Section 27 of the Illinois Condominium Property Act (the "Act"). Said provisions provide that this Amendment, the text of which is set forth below, shall become effective upon recordation with Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is executed by an Association Board member and approved by not less than sixty-seven percent (67%) of the total vote of the Unit ownership.

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the property has been submitted to the provisions of the Act.

WHEREAS, the Unit Owners desire to amend Article 4.5 of the Declaration to reflect that all window maintenance repairs and replacements are the financial responsibility of the Unit Owners and not the Association.

WHEREAS, this Amendment has been executed by an Association Board member and approved by not less than sixty-seven percent (67%) of the total vote of the Unit ownership.

NOW THEREFORE, Article 4.5(a) of the Declaration shall be amended as follows (additions to text are shown as underlined and deletions to text are shows as a ~~strikeout~~):

- (a) By the Association. *The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each Unit which*

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contribute to the support of the Building including ~~all windows and window frames and all exterior doors, but excluding, however, all windows and window frames, and interior surfaces of walls, ceilings and floors.~~ In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.2 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

NOW THEREFORE, Article 4.5(b)(iii) of the Declaration shall be amended as follows (additions to text are shown as underlined and deletions to text are shown as a ~~strikeout~~):

- (iii) *All of the maintenance, repair, and replacements of the Limited Common Elements benefiting a Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all windows and window frames, door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use. At the discretion of the Board, the Board may 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 Unit Owners benefited thereby, and 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's or subcontractor's sworn statement as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.*

[END OF TEXT OF AMENDMENT]

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Rachel Parker, am a Board member of the Grandview Residences Condominium Association, a condominium association established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing First Amendment to the Declaration pursuant to Article 13.7 of the Declaration and Section 27 of the Illinois Condominium Property Act.

EXECUTED this 19th day of SEPTEMBER, 2022.

BY: Rachel Parker
Board member of the Grandview
Residences Condominium
Association

SUBSCRIBED and SWORN to before me
this 19th day of SEPTEMBER, 2022.

Magaly Meraz
Notary Public

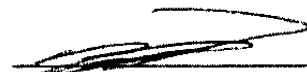


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CERTIFICATION AS TO OWNER APPROVAL AND MORTGAGE NOTIFICATION

I, Nora Danba, do hereby certify that I am the duly elected Secretary of the Grandview Residences Condominium Association, and as such, I am the keeper of the books and records of the Association.

I certify that the attached First Amendment to the Grandview Residences Condominiums was approved by at least 67% of the total vote of the Unit ownership, and delivered by our legal counsel via certified mail to all mortgagees having bona fide liens of record no less than ten (10) days prior to the date of recording.


Secretary of Grandview Residences Condominium Association

Dated this 23rd day of September, 2022.

Property of Cook County
COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 1200
CHICAGO, IL 60602-1827
Office

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Unit Owner Affirmation

The undersigned is a Unit Owner of Unit B of the Grandview Residences Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby approve of the foregoing First Amendment to the Declaration.

EXECUTED this 6 day of Sept. 2022.

Evan Adler
Owner's Printed Name


Owner's Signature

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1187

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1187

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Unit Owner Affirmation

The undersigned is a Unit Owner of Unit D of the Grandview Residences Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby approve of the foregoing First Amendment to the Declaration.

EXECUTED this 1st day of September 2022.

Kristin Kan

Owner's Printed Name

[Handwritten Signature]

Owner's Signature

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1827

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1827

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Unit Owner Affirmation

The undersigned is a Unit Owner of Unit E of the Grandview Residences Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby approve of the foregoing First Amendment to the Declaration.

EXECUTED this 30 day of August 2022.

Rachel Parker
Owner's Printed Name

Rachel Parker
Owner's Signature

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-3877

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-3877

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Unit Owner Affirmation

The undersigned is a Unit Owner of Unit F of the Grandview Residences Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby approve of the foregoing First Amendment to the Declaration.

EXECUTED this 30th day of August 2022.

Mark Doroba
Owner's Printed Name


Owner's Signature

Property of Cook County Clerk's Office

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Unit Owner Affirmation

The undersigned is a Unit Owner of Unit 2NE of the Grandview Residences Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by my signature below do hereby approve of the foregoing First Amendment to the Declaration.

EXECUTED this 11 day of Sep. 2022.

Adria Alushaj

Owner's Printed Name

[Handwritten Signature]

Owner's Signature

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-387

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EXHIBIT A

SEE ATTACHED LEGAL DESCRIPTION

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-3887

COOK COUNTY CLERK OFFICE
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118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-3887

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EXHIBIT A

TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS,
COVENANTS AND BY LAWS FOR GRANDVIEW RESIDENCES CONDOMINIUMS

Legal Description

Lots 6 and 7 in Block 18 in George Bickerdike's Addition to Chicago excepting therefrom that part lying below an elevation of 31.00 feet CCD (City of Chicago Datum) bounded and described as follows: Commencing at the Northwest corner of said Lot 7; thence North 90 degrees, 00 minutes, 00 seconds East, along the North line of said Lots 6 and 7, being the South line of Grand Avenue, 50.00 feet to the Northeast corner of said Lot 6; thence South 00 degrees, 22 minutes, 02 seconds East, along the East line of Lot 6, a distance of 3.67 feet to the point of beginning; thence continuing Southerly, along the last described line, 76.15 feet to the South face, and its extension, of a wall; thence South 89 degrees, 20 minutes, 41 seconds West, along the South face of said wall, 21.19 feet to the West face of a wall; thence, along the face of the walls being the following described lines, North 00 degrees, 22 minutes, 55 seconds West, 23.23 feet; thence South 89 degrees, 37 minutes, 05 seconds West, 7.27 feet; thence South 00 degrees, 22 minutes, 55 seconds East, 16.22 feet; thence South 89 degrees, 37 minutes, 05 seconds West, 21.54 feet to the West line of said Lot 7; thence North 00 degrees, 22 minutes, 02 seconds West, along the West line of said Lot 7, a distance of 69.37 feet to the North face of a wall; thence, along the face of the walls being the following described lines, North 89 degrees, 35 minutes, 15 seconds East, 8.00 feet; thence South 00 degrees, 22 minutes, 55 seconds East, 2.12 feet; thence South 81 degrees, 19 minutes, 16 seconds East, 12.06 feet; thence South 00 degrees, 41 minutes, 58 seconds East, 6.90 feet; thence North 89 degrees, 37 minutes, 58 seconds East, 2.17 feet; thence South 00 degrees, 22 minutes, 55 seconds East, 3.55 feet; thence South 89 degrees, 37 minutes, 58 seconds West, 1.05 feet; thence South 00 degrees, 22 minutes, 55 seconds East, 11.00 feet; thence North 89 degrees, 37 minutes, 58 seconds East, 0.42 feet; thence South 00 degrees, 22 minutes, 55 seconds East, 17.32 feet; thence North 89 degrees, 37 minutes, 58 seconds East, 7.30 feet; thence North 00 degrees, 22 minutes, 55 seconds West, 17.32 feet; thence North 89 degrees, 37 minutes, 58 seconds East, 0.42 feet; thence North 00 degrees, 22 minutes, 55 seconds West, 11.00 feet; thence South 89 degrees, 37 minutes, 58 seconds West, 1.25 feet; thence North 00 degrees, 22 minutes, 55 seconds West, 3.55 feet; thence North 89 degrees, 37 minutes, 58 seconds East, 2.17 feet; thence North 00 degrees, 04 minutes, 03 seconds West, 6.90 feet; thence North 80 degrees, 07 minutes, 15 seconds East, 12.00 feet; thence North 00 degrees, 26 minutes, 30 seconds West, 2.06 feet; thence North 89 degrees, 35 minutes, 15 seconds East, 8.00 feet to the point of beginning, in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Also:

Lot 1 in the Subdivision of Lot 1, in Block 1, in Armour's Subdivision, in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 1413 W. Grand Ave., Chicago, Illinois 60642
1417 W. Grand Ave., Chicago, Illinois 60642

Permanent Index Numbers: 17-08-131-094-1001
17-08-131-094-1002
17-08-131-094-1003
17-08-131-094-1004
17-08-131-094-1005
17-08-131-094-1006

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AFFIDAVIT FOR CLERK'S LABELING OF SIGNATURES AS COPIES
REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

I STEWART TITLE[®], being duly sworn, state that I have access to the copies of the attached
(print name above)

document(s), for which I am listing the type(s) of document(s) below:

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM
(print document types on the above line)

which were originally executed by the following parties whose names are listed below:

(print name(s) of executor/grantor) (print name(s) of executor/grantee)

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

STEWART TITLE COMPANY
(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

STEWART TITLE
33 N. LaSalle St., Suite 2400
Chicago, IL 60602

10-31-2022

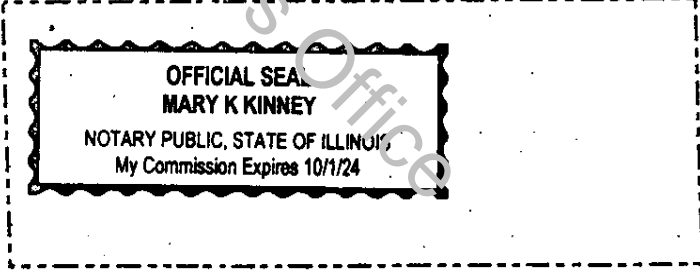
Affiant's Signature Above

Date Affidavit Executed/Signed

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED AND SWORN TO BEFORE

Date Document Subscribed & Sworn Before Me

Mary K. Kinney
Signature of Notary Public



SPECIAL NOTE: This is a courtesy form from the Cook County Clerk's Office, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverpage. However, this affidavit is NOT required to be recorded, only presented to the Clerk's Office as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the Clerk's Office prior to its recording.