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**AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS,
COVENANTS AND BY-LAWS FOR
CARL SANDBURG VILLAGE
CONDOMINIUM ASSOCIATION NO. 7**

**COMBINATION OF UNITS
3701J AND 3702J**

**(AFFECTS PERCENTAGE
OWNERSHIP INTERESTS)**



Doc# 2231113015 Fee \$121.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/07/2022 11:34 AM PG: 1 OF 14

This Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carl Sandburg Village Condominium Association No. 7 made by the Board of Managers (the "Board") of Carl Sandburg Village Condominium Association No. 7 (the "Association") as of the 01 day of May, 2019:

WITNESSETH:

WHEREAS, the property described on Exhibit 1 hereto was submitted to the provisions of the Illinois Condominium Property Act by a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carl Sandburg Village Condominium Association No. 7 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 25382049 (the "Original Declaration") as subsequently amended by (i) an Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carl Sandburg Village Condominium Association No. 7 recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 6, 2009 as Document No. 0903722047; (ii) an Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carl Sandburg Village Condominium Association No. 7 recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 1, 2013 as Document No. 1318216092; (iii) an Amendment to the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Carl Sandburg Village Condominium Association No. 7 recorded in the Office of the Cook County Recorder of Deeds on March 14, 2016 as Document No. 1607429008 (as amended, the "Declaration").

WHEREAS, Units 3701J and 3702J in the Association (the "Affected Units") are both owned by Thomas R. Meyers and Barbara J. Brooks (collectively, the "Affected Owners").

WHEREAS, the Affected Owners have made written application to the Board, pursuant to Section 31 of the Illinois Condominium Property Act, requesting an amendment to the Declaration (a) to combine the Affected Units into a single unit to be designated "Unit 3702J", and (b) to grant

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

DAVID SUGAR
SAUL EWING ARNSTEIN & LEHR LLP
161 N. CLARK STREET, SUITE 4200
CHICAGO, IL 60601

COMMON ADDRESS:

1560 NORTH SANDBURG TERRACE
CHICAGO, ILLINOIS 60610

PINS: 17-04-207-087-1001 THROUGH
17-04-207-087-1622

RECORDING FEE 9/21 -

DATE 11/7/22 COPIES 6x

OK BY RUISTO

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Unit 3702J the exclusive right to use as a limited common element that portion of the 37th floor Common Element hallway depicted on Exhibit 2 hereto (the "LCE Hallway").

WHEREAS, the LCE Hallway adjacent to the Affected Units is not necessary or practical for use by the owners of any Units other than the Affected Units.

WHEREAS, each of the Affected Owners has joined in this Amendment to evidence their consent to the terms hereof.

WHEREAS, this Amendment to the Declaration is being made by the Board pursuant to authority granted by Section 31 of the Illinois Condominium Property Act.

NOW, THEREFORE, the Board amends the Declaration as follows:

1. Combination of Units. Units 3701J and 3702J are hereby combined into a single unit to hereafter be known as Unit 3702J. All Limited Common Elements previously appurtenant to Unit 3701J shall hereafter be deemed appurtenant to Unit 3702J.

2. Combination of Percentage Interest. The percentage interest in the Common Elements heretofore allocated to Unit 3701J in Exhibit B to the Declaration is 0.2369%, and the percentage interest in the Common Elements heretofore allocated to Unit 3702J in Exhibit B to the Declaration is 0.2503%, for a total of 0.4872%. Accordingly, Exhibit B to the Declaration is hereby amended to delete the reference Unit 3701J, and to allocate to Unit 3702J a percentage interest in the Common Elements of 0.4872%.

3. Amendment of Plat of Survey. The Plat of Survey attached to the Original Declaration as Exhibit A is hereby amended by replacing the depiction of the 37th floor therein with the depiction of the 37th floor attached hereto as Exhibit 2, which depiction reflects Unit 3702J and the LCE Hallway.

4. LCE Hallway. The LCE Hallway is hereby designated a Limited Common Element appurtenant to Unit 3702J, subject to the terms and conditions set forth in this Amendment.

5. LCE Hallway Modification Work. Subject to the terms and conditions of this Amendment to Declaration, the Association hereby approves the modifications to the LCE Hallway described on Exhibit 3 hereto (the "LCE Hallway Modification Work"), subject to the following limitations, terms and conditions:

- (a) The Affected Owners shall submit to Association detailed plans and specifications (the "Plans and Specifications") for all aspects of the LCE Hallway Modification Work (including demolition work) and shall not commence any LCE Hallway Modification Work without the prior written approval of Association of such Plans and Specifications, which approval shall not be unreasonably withheld or delayed. Except as set forth in the Plans and Specifications, no other or further modifications shall be made in or to the LCE Hallway without the prior written approval of the Association's Board of Directors.
- (b) The Affected Owners shall furnish the Association with certification from a licensed architect or engineer that the LCE Hallway Modification Work, if performed in accordance with the Plans and Specifications, will conform to all applicable governmental statutes,

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ordinances and codes, and will not cause any structural impairment to the building or damage to the mechanical, electrical, heating, ventilating or air conditioning systems thereof.

- (c) All LCE Hallway Modification Work shall be performed in conformity with the Plans and Specifications, in a good and workmanlike manner, in conformity with Association's rules, and in conformity with all governmental statutes, ordinances and codes. Any new doors and doorframes shall be the building standard corridor entry door and building standard single-door doorframe. The Affected Owners shall complete the LCE Hallway Modification Work within ninety (90) days after commencement thereof. No LCE Hallway Modification Work shall be performed on Saturdays, Sundays, holidays or before 8:30 a.m. or after 4:30 p.m. Owner's contractors shall only use elevators designated by Association and shall keep the condominium property free and clear of all debris. Materials and supplies shall be stored only in Unit 3702J. All LCE Hallway Modification Work shall be performed in a manner reasonably calculated to result in the minimum inconvenience to other residents of the condominium property. Association and its agents and employees shall have the right to inspect the LCE Hallway and the LCE Hallway Modification Work at reasonable times during working hours and upon prior notice, solely for the purpose of ascertaining that the construction is being completed in accordance with the terms of this Amendment and the Plans.
- (d) Existing hallway light fixtures in the LCE Hallway (if any) must be removed and delivered to the Association, and electrical service to the LCE Hallway shall be re-wired so that all electrical service to the LCE Hallway is charged to the electrical service account of the owner of Unit 3702J, and not to that of the Association.
- (e) The Affected Owners shall furnish the Association with copies of all building permits for the LCE Hallway Modification Work prior to commencement thereof.
- (f) The Affected Owners shall, upon the Association's request, promptly furnish Association with evidence satisfactory to Association of insurance policies carried by the Affected Owners and their general contractor and subcontractors insuring Association, its members and its agents and employees against any claims for injury to persons or property, or claims under workman's compensation or other similar statutes arising from or out of the LCE Hallway Modification Work.
- (g) The entire cost and expense of the LCE Hallway Modification Work shall be paid solely by the Affected Owners. The Affected Owners shall promptly pay (or promptly reimburse the Association for) any expenses incurred by the Association in connection with the LCE Hallway Modification Work.
- (h) The Affected Owners shall not permit any mechanic's liens to be placed on the condominium property or any part thereof as a result of the LCE Hallway Modification Work, and in the event any such mechanic's lien is filed, the Affected Owners will promptly discharge same or provide Association with reasonable security against any such liens. If the Affected Owners fail to discharge any such liens or provide such reasonable security within sixty (60) days after written notice thereof from Association to the Affected Owners, Association may, at its option, pay said lien or any portion thereof without inquiry as to the validity thereof, and any amounts so paid by Association, including any expense incurred

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by Association in connection with said payment and interest thereon, shall be a lien on Unit 3702J and shall be payable to Association on demand.

- (i) The Affected Owners shall pay the fees (if any) of the Association's consultants in reviewing the Plans and Specifications and inspecting the LCE Hallway Modification Work.
- (j) The Affected Owners shall maintain the LCE Hallway in good condition and repair, and use the LCE Hallway in accordance with the Association's Declaration, Bylaws, and Rules and Regulations.

6. Termination of LCE Designation; Restoration of LCE Hallway. The designation of the LCE Hallway as a Limited Common Element appurtenant to Unit 3702J shall terminate upon (a) the occurrence of any breach by the Affected Owners of any of the terms, covenants or provisions of any provision of this Amendment, which breach continues uncured for ten (10) days after written notice from the Board to the Affected Owners, (b) any subdivision of Unit 3702J, or (c) any sale or lease of less than all of Unit 3702J. Within thirty (30) days after any such termination, the Affected Owners, at their sole cost and expense, shall (i) surrender possession of the LCE Hallway to the Association, (ii) remove from the LCE Hallway all property installed in, on, or attached to the common elements (iii) restore the LCE Hallway to the condition it was in prior to this Amendment, which shall include, without limitation, restoration of all floor, wall and ceiling surface coverings, lighting fixtures and electrical service. If the Affected Owners do not timely and adequately restore the LCE Hallway, the Association may, but need not, make such restoration and the Affected Owners shall reimburse Association therefor on demand, with interest accruing on such amounts at the rate of 12% per annum from the date of demand through and including the date of reimbursement by Owner.

7. Binding Effect. The provisions of this instrument shall be binding upon and inure to the benefit of the parties hereto and all subsequent owners of Unit 3702J.

8. Continuation. Except as expressly modified herein, all terms and conditions of the Declaration (as heretofore amended) shall continue in full force and effect.

IT WITNESS WHEREOF, the Board has caused this Amendment to Declaration to be executed and delivered this 9th day of March 2020, 2019.

**CARL SANDBURG VILLAGE
CONDOMINIUM ASSOCIATION NO. 7**

By: Judith H. Barnes
Its President

Attest: Jacqueline Ehlers
Its Secretary

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Roberto Rodriguez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Judith H. Barnes, President of Carl Sandburg Village Condominium Association No. 7 and Jacque Ehrlich, Secretary of Carl Sandburg Village Condominium Association No. 7, personally appeared before me and signed the foregoing instrument as such officers on behalf of Carl Sandburg Village Condominium Association No. 7 as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on 3/9/2020, 2019.



[Signature]
Notary Public

Commission Expires: 12/08/2021

Property of Cook County Clerk's Office

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CONSENT OF OWNERS OF AFFECTED UNITS

The undersigned hereby certify that they are the owners of Units 3701J and 3702J in Carl Sandburg Village Condominium Association No. 7, that they have reviewed the Amendment to Declaration to which this Consent is attached, and agree to be bound by its terms.

Thomas R. Meyers

Barbara J. Brooks

Property of Cook County Clerk's Office

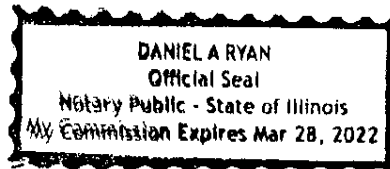
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, DANIEL RYAN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas R. Meyers and Barbara J. Brooks personally appeared before me and acknowledged that they signed the foregoing instrument, as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on MARCH 5TH ²⁰²⁰ ~~2019~~

Notary Public

Commission Expires: 3/28/22



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EXHIBIT 1

(LEGAL DESCRIPTION)

CARL SANDBURG VILLAGE CONDOMINIUM NO. 7 AS DELINEATED ON A SURVEY OF LOT 1 (EXCEPT THE NORTH 85.05 FEET AND THE EAST 30.00 FEET THEREOF); LOT 2 (EXCEPT THE SOUTH 56.30 FEET OF THE WEST 175.50 FEET THEREOF); LOT 3 AND THAT PORTION OF GERMANIA PLACE LYING WEST OF THE WEST LINE OF THE SAID EAST 30.00 FEET OF LOT 1 EXTENDED SOUTH TO THE NORTH LINE OF SAID LOT 2, ALL IN CHICAGO LAND CLEARANCE COMMISSION NO. 3. BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25382049 AND REGISTERED AS DOCUMENT LR3179558 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

COMMON ADDRESS: 1560 NORTH SANDBURG TERRACE
CHICAGO, ILLINOIS 60610

PINS: 17-04-207-087-1001 THROUGH 17-04-207-087-1622

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EXHIBIT 2

(Amended Plat of Survey Depicting 37th Floor)

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

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

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

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EXHIBIT 3

(Description of LCE Hallway Modifications)

Property of Cook County Clerk's Office

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

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
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COOK COUNTY CLERK OFFICE
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OLAR INC

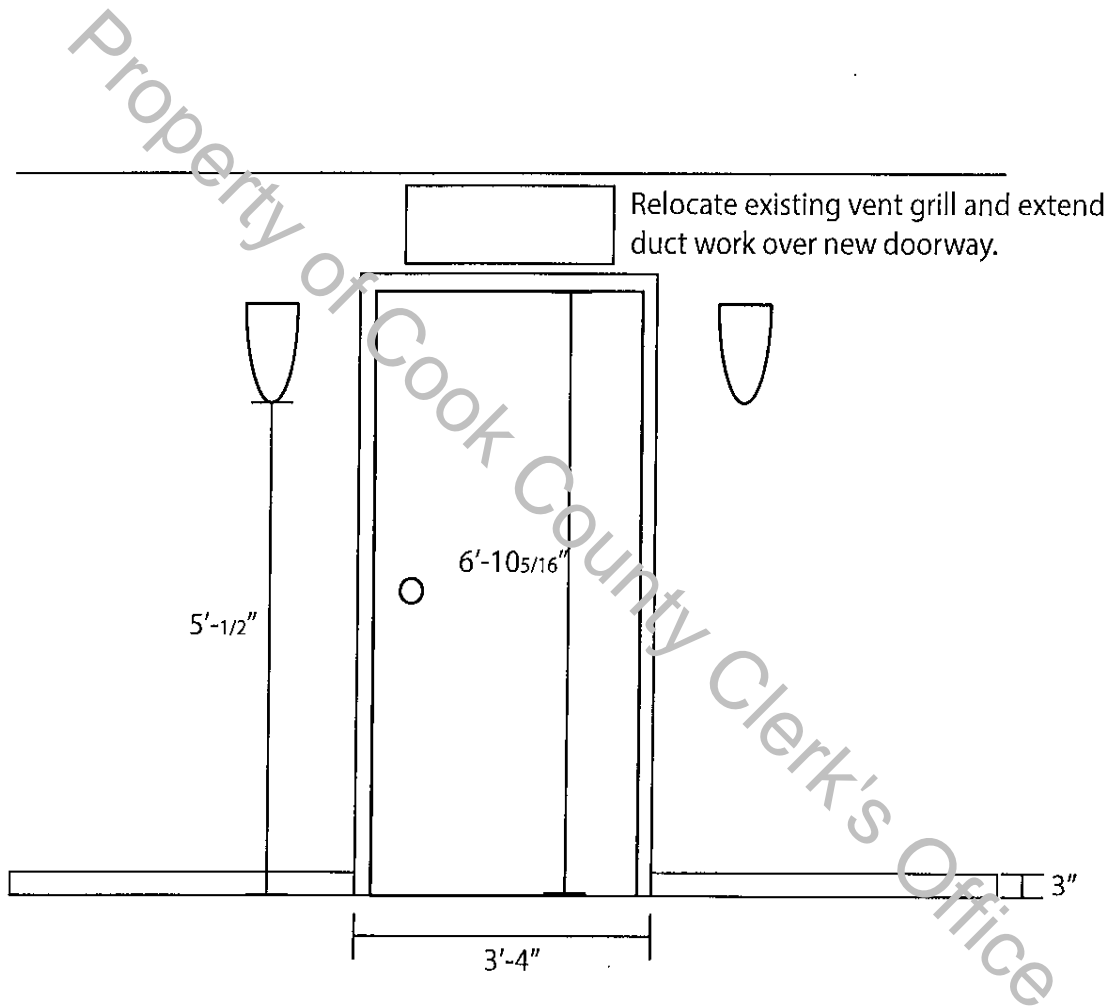
3944 W. Irving Park
Chicago, IL 60618
773-983-9050

Elevation

Tom Meyers

1560 N. Sandburg Terrace Unit 3702

Scale: 1" = 2'

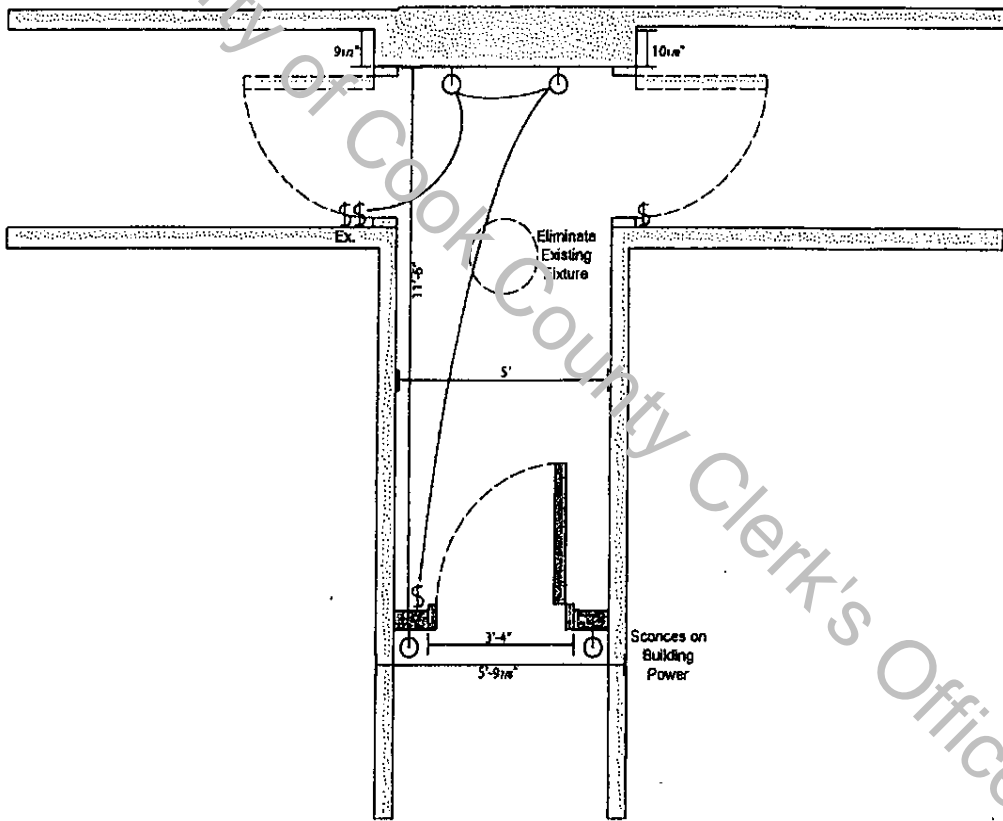


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OLAR INC
Floor Plan

Tom Meyers
1560 N. Sandburg Terrace Unit 3702
Scale: 1" = 2'

3944 W. Irving Park
Chicago, IL 60618
773-963-9050



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Olar Construction Inc

3944 W. Irving Park Rd.
Chicago, IL 60618
773-938-9050

Job Description

Tom Meyer
1560 N Sandburg Terrace Unit 3702

Description	Price
Combined Units Entry 3702 -3701	
As per building rules we will cover and protect the hall from service elevator to work location with tarps	
<i>Drawings;</i>	
Provide drawings of new door location and combined unit for building approval	
<i>Demo;</i>	
Remove carpet and save for repair in hall way (to remain with owner or building)	
Remove baseboard, vent cover, light fixture (Vent cover to be reused, fixture to be saved for building, baseboard to be saved for building)	
Remove door from 3702 to reuse as main door	
Remove frame on 3701 and haul away with the threshold and save threshold for reinstallation (save door for owners)	
Shave drywall on the south side of each door frame to be straight as a continuous wall	
Haul away debris from property	
<i>Framing build;</i>	
Build framing in hall where new location of entry doorway, taking 7" from common corridor	
Build new soffit at 82" height floor to ceiling for extending the building ventilation duct with insulation	
Modify frame from 3702 and install in new doorway or furnish new frame whichever easier	
<i>HVAC;</i>	
Extend vent from existing location to new entry	
Install existing vent cover on exterior	
Insulate ductwork for noise	
<i>Electrical ;</i>	
Run 3 way switches to new door entry and to existing j-box in 3702 for new lighting in new foyer	
Run electrical in wall where new sconces will be installed on common hall side	
Eliminate 1 ceiling fixture and j box, remove live wiring to next j-box	
Run power for 2 new sconce inside new corridor, south wall. Fixture Allowance \$150 each	
Add outlet on west side of wall in new hallway	
Provide fixture in common corridor, building approval required prior to purchase, \$150 allowance per fixture included in bid	
<i>Drywall patching ;</i>	
Install drywall on entry wall both sides and new soffit ceiling	
Repair drywall where doors were removed	
Patch and prime repaired areas	

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Olar Construction Inc

3944 W. Irving Park Rd.
Chicago, IL 60618
773-938-9050

Flooring ;

Furnish and Install new floating floor in new foyer (flooring allowance \$5 per sf.)
Install Schluter edges or smaller transition thresholds on both sides of old entries

Finish Carpentry;

Furnish and Install Baseboard ranch style in foyer
Repair carpet using exiting baseboards in hall to match existing
Install existing door and lock in new frame (refinishing not included, to be done by others)
Furnish and install new spring hinges
Install magnetic door holder hardware

Painting ;

To be done by others.

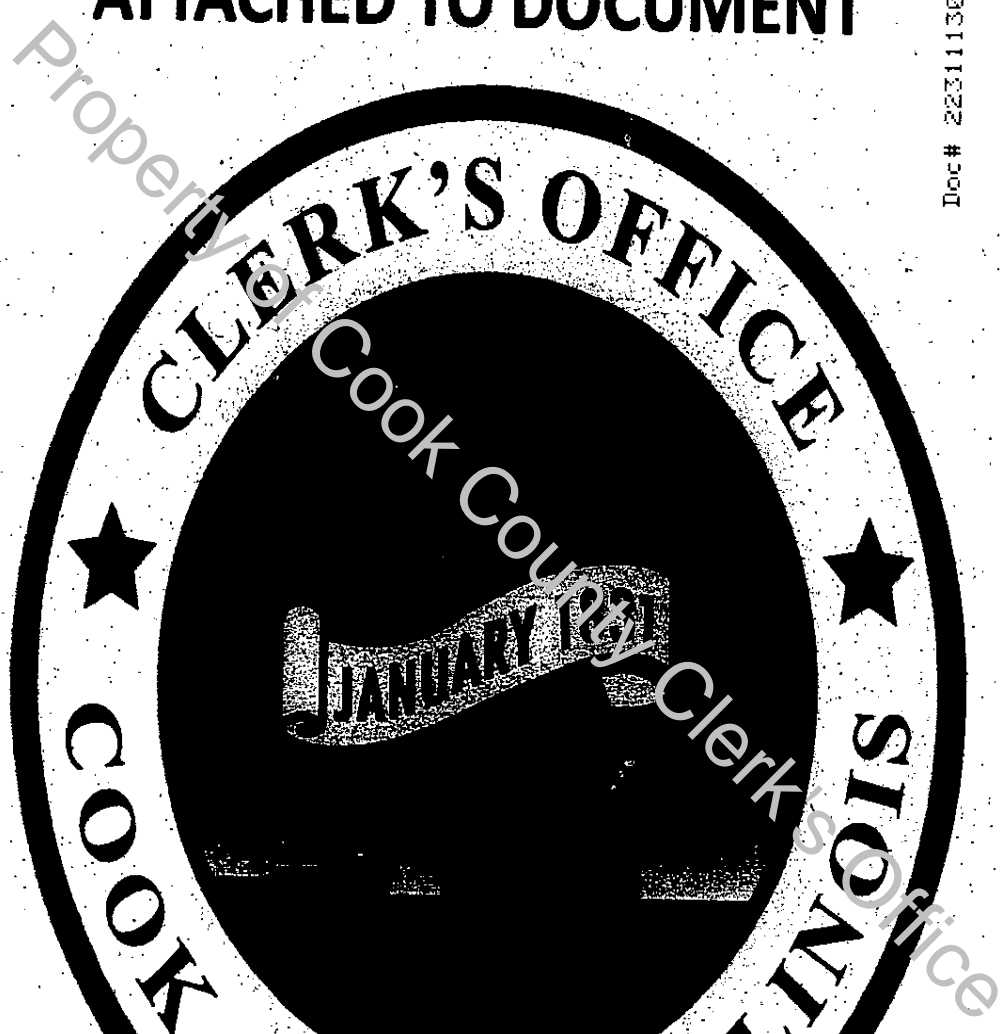
General Notes:

Permits or architectural plans will be additional cost to owner if required.
Any additional work, unforeseen will be subject to extra cost.
Customer will provide all energy utilities as needed for contractor to provide work.
All Credit or Debit on allowances or any items purchased by contractor to be adjusted and reimbursed at next due payment.

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EXHIBIT

ATTACHED TO DOCUMENT



Doc# 2231113015 Fee \$121.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/07/2022 11:34 AM PG: 1 OF 14

13 pgs
1 exhibit

14 total

97 - fee
 44 - penalty
 121 total

IMAGES STORED IN PLAT INDEX DATABASE