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Doc# 2234234011 Fee \$61.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/08/2022 11:02 AM PG: 1 OF 6

**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM
FOR THE SHERIDAN
GRANDE SOUTH
CONDOMINIUM
ASSOCIATION**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium (hereafter the "Declaration") for The Sheridan Grande South Condominium Association (hereafter the "Association"), which Declaration was recorded on October 16, 2009 as Document Number 0928918086 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit A, which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to Section 11(b) of the Declaration. Said Section provides that the Declaration may be modified by the vote of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of Common Elements. Such modification shall be effective only if all lien holders of record have been notified by certified mail of such modification and an affidavit by the secretary of the Association certifying such mailing is made a part of such instrument. No amendment shall become effective until recorded.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been subjected to the easements, restrictions and covenants contained therein; and

WHEREAS, the Board and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

WHEREAS, the following amendment has been approved by the vote of seventy-five percent (75%) of the total ownership, which approvals are attached hereto and made a part hereof; and

This document prepared by and after recording to be returned to:

Michael G. Kreibich, Esq.
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060 — (847) 537-0300

WHEREAS, an officer of the Association has attested to said 75% Owner approval by execution of Exhibit B attached hereto and made a part hereof; and

RECORDING FEE 61.00
DATE 12/8/22 COPIES 6x
OK BY EK

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WHEREAS, an affidavit is attached hereto as Exhibit C certifying that all Mortgagees have been notified by certified mail of this Amendment.

NOW, THEREFORE, Section 3 of the Declaration is hereby amended as follows (additions in text are indicated by double underline and deletions in text are indicated by ~~strike-out~~):

1. **Section 3(d):**

3(d) Transfer of a Unit. A Unit Owner may, ~~without restriction under this Declaration,~~ except as set forth in subsection 3(e) and 3(h) below ~~(or except as set forth in the Condominium Purchase Agreement executed by and between the Developer and the Unit Owner),~~ sell, give, devise, lease or otherwise transfer his or her Unit, or any interest therein. Notice of any transfer under this subsection must be given to the Association within ten (10) days following consummation of such transfer. The Sheridan Grande South Condominium Association shall be referred to as South Association and The Sheridan Grande Condominium Association shall be referred to as the North Association.

2. **The following shall be added as (new) Section 3(h):**

Sale of Parking Units. Notwithstanding any provisions of this Declaration to the contrary, for the purpose of the preservation of the values of the Residential Units, the ownership of a Parking Unit in the South Association is restricted to owners of a unit in the North and/or Commercial Associations, subject to the provisions below.

After the effective date of this amendment, a Parking Unit in the South Association may only be sold, transferred, or conveyed to an owner of a unit in the North and/or Commercial Associations. On the effective date of this amendment, any owner of a Parking Unit in the South Association that does not also own a Residential or Commercial Unit in the North Association shall be considered a "Grandfathered Parking Unit Owner", and shall be permitted to continue to own such space, but shall only sell, transfer or convey the parking space to an owner of a Residential Unit or Commercial Unit in the North Association subject to the provisions below:

i. Parking Units in the South Association Lot (as delineated as P41-P66 on the plats for the South Association) may only be sold or owned by Owners of unit in the North and/or Commercial Associations. Such parking spaces may be leased to anyone.

ii. In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages. Any action brought on behalf of the South Association and/or the Board to

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enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the South Association.

3. This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.
4. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 3rd DAY OF December, 2022.

SHERIDAN GRANDE SOUTH CONDOMINIUM
ASSOCIATION

By:

[Signature]
Its President
John Erickson

ATTEST:

By:

[Signature]
Secretary John Erickson

Sworn to and subscribed before me this
3rd day of December, 2022

[Signature]
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Sheridan Grande South Condominium Association

UNITS P-41, P-42, P-43, P-44, P-45, P-46, P-47, P-48, P-49, P-50, P-51, P-52, P-53, P-54, P-55, P-56, P-57, P-58, P-59, P-60, P-61, P-62, P-63, P-64, P-65 and P-66 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE SHERIDAN GRANDE SOUTH CONDOMINIUM ASSOCIATION, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

PART OF LOTS 2 TO 7 AND THE NORTH 15.00 FEET OF LOT 8 IN GEORGE LILL'S SHERIDAN ROAD ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR WIDENING OF SHEFFIELD AVENUE) IN COOK COUNTY, ILLINOIS;

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED ON OCTOBER 16, 2009 AS DOCUMENT NO. 0928918086 IN COOK COUNTY, ILLINOIS.

Common Address: 4844 North Sheridan Road
Chicago, IL 60640

PINs: 14-08-416-041-1001
Through and including: 14-08-416-041-1026

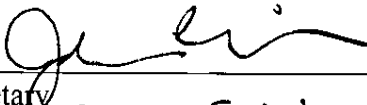
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EXHIBIT B

CERTIFICATION AS TO OWNER APPROVAL

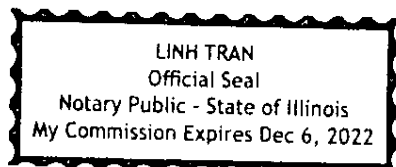
I, John Erickson, do hereby certify that I am the duly elected and qualified secretary for the Sheridan Grande South Condominium Association and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Sheridan Grande South Condominium Association was duly approved by the vote of 75% of the total ownership of the Common Elements, in accordance with the provisions of 11(b) of the Declaration.


Secretary John Erickson

Sworn to and subscribed before me this
3rd day of December, 2022


Notary Public




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EXHIBIT C

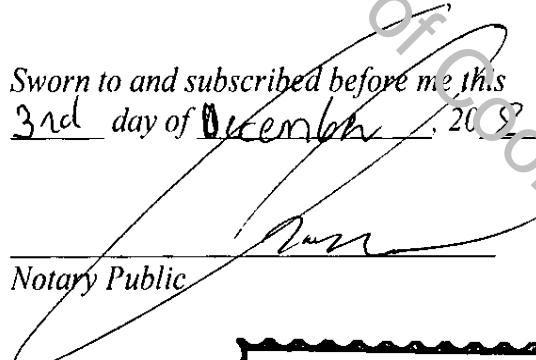
AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, John Erickson, do hereby certify that I am the duly elected and qualified Secretary for the Sheridan Grande South Condominium Association and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Sheridan Grande South Condominium Association was mailed to all Mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.


Secretary John Erickson

Sworn to and subscribed before me this
3rd day of December, 2022


Notary Public

