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Karen A. Yarbrough Cook County Clerk

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# SPECIAL AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, I ESTRICTIONS, COVENANTS AND BY-LAWS

EASEMENTS, I ESTRICTIONS, COVENANTS AND BY-LAWS FOR THE CIPRUS CONDOMINIUM ASSOCIATION

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Kimberly J. Sharon, Esq. 225 North Columbus Drive, Suite 100 Chicago, Illinois 60601

This Amendment Affects: Unit 2002

PERMANENT REAL ESTAT INDEX NUMBERS:

17-10-400-046-0000 and 17-10-400-047-0000

ADDRESS OF PROPERTY:

211 North Harbor Drive Chicago, Illinois 60601

# SPECIAL AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF

### EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE CIRRUS CONDOMINIUM ASSOCIATION

THIS SPECIAL AMENDMENT ("Amendment") is made and entered as of the day of day of 2022 by and between 211 North Harbor Drive Owner LLC, a Delaware limited liability company (hereinafter referred to as the "Developer") and Lois A. Linnane as Trustee of the Lois A. Linnane Declaration of Trust dated August 22, 2014 ("Unit Owner").

#### <u>WITNESSETH</u>:

WHEREAS, Ueclarant (as defined in the Declaration) submitted a certain parcel of real estate situated in the City of Cnicago, Cook County, Illinois, and attached as Exhibit A to the Declaration, to the provisions of that certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Cirrus Condominium Association dated March 3, 2022 and recorded March 15, 2022, as Document Number 22074570°3, as corrected by that certain Scrivener's Affidavit dated March 23, 2022 and recorded as Document Number 2208219061, as amended by that certain First Amendment dated April 12, 2022 and recorded as of April 14, 2022 as Document Number 2210422041 and as amended by that certain Second Amendment dated and recorded in May 20, 2022 as Document Number 2214022030, as further amended by that certain Special Amendment dated June 21, 2022 and recorded on June 27, 2022 as Document Number 2217825068 (collectively, the 'Declaration'). All capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Declaration; and

WHEREAS, Developer is the Owner of the unscid Units in the Property and, pursuant to Section 4.10(b) of the Declaration, Developer is entitled to assign the exclusive rights to Storage Spaces to Unit Owners by an instrument or another recordable instrument; and

WHEREAS, Unit Owner is the Owner of unit No.2002 ("Unit 2002") in the Property and pursuant to that certain Warranty Deed dated March 22, 2022, Unit 2002 is entitled to the exclusive right to the use of Storage Space LL4-72; and

WHEREAS, Developer, pursuant to its rights under Section 4.10(b) of the Declaration, desires to assign to Unit 2002 the exclusive right to Storage Space LL4-234, and Unit Owner decires to transfer to Developer, as the Owner of the unsold Units, the exclusive right to use Storage Space LL4-72; and

WHEREAS, Sections 3.4 and 4.10(b) of the Declaration (collectively, the "LCE Transfer Sections") permits the transfer Limited Common Elements between Unit Owners in accordance with the terms of the LCE Transfer Section and the Act; and

WHEREAS, the Act permits, among other things, a transfer of the use of Limited Common Elements be made by an amendment to the Declaration executed by the Unit Owners who are parties to the transfer; and

WHEREAS, Developer and Unit Owner desire to amend the Declaration, in accordance with the terms of the LCE Transfer Section, to effect a transfer of Storage Spaces, as more particularly described herein.

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby confirmed and acknowledged), the undersigned parties hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into and made a part of this Amendment.

- 2. Assignment of Storage Space LL4-234 From Developer to Unit Owner.
- (a) Developer hereby assigns to Unit 2002, and Unit Owner hereby accepts the assignment by Developer to Unit 2002, the exclusive right to the use Storage Space LL4-234.
- (b) Notwithstanding anything to the contrary contained in the Declaration, upon the recordation of this Amendment, Storage Space LL4-234 shall be a Limited Common Element appurtenant to Unit 2002.
- 3. <u>Transfer of Storage Space LL4-72 From Unit Owner to Developer.</u> Unit Owner hereby transfers to Developer, as Owner of the unsold Units, and Developer, Owner of the unsold Units, hereby accepts the transfer by Unit Owner to Developer of, the exclusive right to the use Storage Space LL4-72.
- 4. <u>No Changes to Forcentage Interest in the Common Elements</u>. Developer and Unit Owner hereby agree that there shall be no changes to the respective undivided percentage interests in the Common Elements.
- 5. <u>Recordation</u>. The transfers and assignments described in this Amendment shall become effective upon the recordation of this Amendment in the Recorder's Office.
- 6. <u>Miscellaneous</u>. This Amendment snall be binding upon, and shall inure to the benefit of, Developer, Unit Owner and their respective heirs, personal representatives, successors and assigns. The headings and captions contained in this Amendment are inserted for convenient reference only and shall not be deemed to construe or limit the sections and articles to which such headings and captions apply. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as context may require.
- 7. <u>Inconsistency and Ratification.</u> If and to the extent in s Amendment conflicts or is inconsistent with any of the terms and provisions of the Declaration, the terms of this Amendment shall govern and control. Any capitalized terms used herein, but not otherwise defined, shal' have the meanings ascribed to them in the Declaration. In all other respects, the Declaration, as amended by this Amendment, is hereby ratified and affirmed.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, Developer and Unit Owner have executed this Amendment as of the date and year first written above.

first written above.	
DEVELOPER:	
·	211 North Harbor Drive Owner LLC A Delaware limited liability company  By: An Authorized Signatory
6	The Figure 1. Section 1.
STATE OF ULINOIS )	
COUNTY OF COOK	
Delaware limited liability company, personally subscribed to the foregoing instrument as such applied and delivered the said instrument as his/act of 211 North Harbor Drive Owner, for the vision of the control of the	THE ALL
My Commission Expires:	
4-11-2026	C
[REMAINDER OF PAGE INTENTIONA	ALLY BLANK; SIGNATUP & PAGE FOLLOWS]
BETH PURCELL Official Seal Notary Public - State of Illinois My Commission Expires Apr 11, 2026	

## **UNOFFICIAL COPY**

UNIT OWNER:		
Lois A. Linnane as Trustee of the Lois A. Linnane Declaration of Trust dated August 22, 2014		
STATE OF ILLINOIS )  Official Seal Notary Public - State of Illinois My Commission Expires Sep 17, 2025		
I, Visco Ochros, a Notary Public in and for the County and Sate aforesaid, do hereby certify that and 2005 Linnare, personally known to me to be the same persons whose name(s) is/are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that s/he/they signed and delivered the said instrument as his/her own free and voluntary act for the use and purposes set forth therein.		
GIVEN under my hand and notarial seal this 20th day of Spicmber, 2022.		
Motary Public Days		
My Commission Expires:		
September 17 2025		
My Commission Expires:  September 17 2025  Control  Contr		

### DocuSign Envelope ID: EC97E36C-BF0846F0-BB-D3CB761BE1DAA CIAL COPY

#### **CERTIFICATE**

Lois A. Linnane as Trustee of the Lois A. Linnane Declaration of Trust dated August 22, 2014 certifies that she delivered a copy of the above and foregoing Amendment to the Board of Directors of Cirrus Condominium Association in Chicago, Illinois.

Property of Coot County Clert's Office Dated: 10/12/2022 ,2022

#### CONSENT OF DECLARANT'S MORTGAGEE

CIBC Bank USA, an Illinois state chartered bank holder of a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing ("Mortgage") dated February 21, 2020, and recorded February 24, 2020 as Document No. 2005501178 hereby consents to the execution and recording of the within [Third] Amendment to Declaration of Condominium Ownership and agrees that said Mortgage is subject thereto and to the provisions of the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, CIBC Bank USA, an Illinois state chartered bank has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf; all done at 120 S Lasalle CWI(000, 11 14 day of December, 2022.

CIBC Bank USA, an Illinois state chartered bank  By: Mame: ANDWA LOVE  Its: OFFICIAL SEAL*  MARISOL FOSALES  Notary Public, state of Illinois  My Commission Expires:  CIBC Bank USA, an Illinois state chartered bank  By: Mame: ANDWA LOVE  Its: OFFICIAL SEAL*  MARISOL FOSALES  Notary Public, state of Illinois		
By:		
Name:(MMN// LOKE  Its:		an inmois state chartered bank
STATE OF INDICATE A Notary Public in and for said County and State, do hereby certify that A Local the A Notary Public in and for said County and State, do hereby certify that A Local the A such that A such tha	Ĉ.	- Complete C
STATE OF ITHE STATE STATE OF ITHE STATE OF I	70-	
STATE OF ITHE STATE STATE OF ITHE STATE OF I		Its: <u>04HCP1</u>
I, Marisol Rollies, a Notary Public in and for said County and State, do hereby certify that Chrolies Lake, the Marison and acknowledged that he signed, sealed and delivered said instrument as here and coluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal this International Seal of Carbon, 2022.  My Commission Expires:	STATE OF HITTERS	
certify that Chroling the Michigan of CIBC Bank USA, as such that the Michigan of CIBC Bank USA, as such that the Michigan of CIBC Bank USA, as such that the signed, sealed and delivered said instrument as the free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal this the day of the Michigan of M		
and delivered said instrument as we have free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal this have been added to the said of the said o	I, Mirisul Rollies, a Notary	Public in and for said County and State, do hereby
and delivered said instrument as here and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal this here and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal this hotary Public has been accompany, for the uses and purposes therein set forth.  Notary Public State of Illinois and company act, and as the free and voluntary act of said company, for the uses and purposes therein set for the uses and purposes the use of the uses and purposes the uses	certify that CLIOI re Lake, the Office appeared before the mis da	of CIBC Bank USA, as such y in person and acknowledged that he signed, sealed
My Commission Expires:  My Commission Expires:  Motary Public  MARISOL FOSALES  Notary Public, State of Illinois	and delivered said instrument as her own free and "	oluntary act, and as the free and voluntary act of said
My Commission Expires:  April 6, 2026  "OFFICIAL SEAL"  MARISOL FOSALES  Notary Public, State of Illinois	company, for the uses and purposes therein set forth.	
My Commission Expires:  April 6, 2026  "OFFICIAL SEAL"  MARISOL FOSALES  Notary Public, State of Illinois	GIVEN under my hand and notarial seal this	July of Dear-bur, 2022.
My Commission Expires:  April 6, 2026  "OFFICAL SEAL"  MARISOL POSALES  Notary Public, State of Illinois	·	25/10
April 6, 2026  "OFFICIAL SEAL"  MARISOL POSALES  Notary Public, State of Illinois		Notary Public
MARISOL POSALES & Notary Public, Etate of Illinois &	My Commission Expires:	Op,
🖁 Notary Public, Etate of Illinois 🤻	April 6, 2026	8 "OFFICIAL SEAL"
質 My Commission Expires / pri Co. 2026 を		Notary Public, Etate of Illinois & Notary Public, Etate of Illinois & Notary Public, Etate of Illinois & Notary Public, 2026 & Notary Public, 2026 & Notary Public, 2026 & Notary Public, 2026 & Notary Public, Etate of Illinois

# EXHIBIT A TO SPECIAL AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE CIRRUS CONDOMINIUM ASSOCIATION

#### LEGAL DESCRIPTION OF THE PROPERTY

#### PARCEL 1:

UNIT 2002 AND PARKING UNIT LL4-71 SC AND LL4-716C AND NEWLY ASSIGNED STORAGE LOCKER LL4-234, A LIMITED COMMON ELEMENT, IN THE CIRRUS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, ASSTRICTIONS, COVENANTS AND BY-LAWS FOR THE CIRRUS CONDOMINIUM ASSOCIATION RECORDED MARCH 15, 2022 AS DOCUMENT NUMBER 2207457005, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. STORAGE LOCKER LL4-72 ASSIGNED FROM 2002 TO DEVELOPER.

#### PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER, THROUGH AND ACROSS THE STREETS, AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS, AS WELL AS EASEMENTS FOR MAINTENANCE AND TO ACCESS AND USE OF THE PARKS, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND LETWEEN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732020, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 3, 2003 AND RECORDED MARCH 7, 2003 AS DOCUMENT NUMBER 0030322531 AND AS FUKTHER AMENDED BY SECONDAMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 12, 2004 AND RECORDED NOVEMBER 19, 2004 AS DOCUMENT NUMBER 0432427091 AND RERECORDED ON JANUARY 19, 2005 AS DOCUMENT NUMBER 0501919098 AND THILD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC, DATED FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER 0505632009 AND FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT NUMBER 0505632012 AND BY THE FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF OCTOBER 27, 2006 AND RECORDED

NOVEMBER 9, 2006 AS DOCUMENT 0631333004 AND SUBSEQUENTLY RE-RECORDED ON FEBRUARY 9, 2007 AS DOCUMENT 0704044062 AND AS SUPPLEMENTED BY NOTICE OF SATISFACTION OF CONDITIONS RELATED TO THE FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST LLC, DATED AS OF FEBRUARY 9, 2007 AND RECORDED MAY 22, 2007 AS DOCUMENT 0714222037 AND THE SIXTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF DECEMBER 20, 2007 AND RECORDED DECEMBER 21, 2007 AS DOCUMENT 0735531065 AND RE-RECORDED ON APRIL 8, 2008 AS DOCUMENT 0809910104 AND THE SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910034 AND THE EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 13, 2008 AND RECORDED NOVEMBER 14, 2008 AS DOCUMENT 0831910035 AND THE AMENDMENT TO EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, RESTAICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 10, 2011 AND RECORDED FEBRUARY 15, 2011 AS DOCUMENT 1104616038 AND THE NINTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF JANUARY 10, 2011 AND RECORDED MARCH 1 7, 2011 AS DOCUMENT 1107644102 AND THE TENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF APRIL 18, 2013 AND RECORDED APRIL 25 7013 AS DOCUMENT 1311318049 AND THE ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF JANUARY 16, 2014 AND RECORDED JANUARY 16, 2014 AS DOCUMENT NUMBER 1401644060 AND THE AMENDED AND RESTATED TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF APRIL 30, 2018 AND RECORDED JULY 16, 2018 AS DOCUMENT NUMBER 1819744029 AND THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 29, 2019 AND RECORDED APRIL 1, 2019 AS DOCUMENT NUMBER 1909134079 AND FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMEN 15 FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF SEPTEMBER 16, 2019 AND RECORDED SEPTEMBER 18, 2019 AS DOCUMENT NUMBER 1926117130.

#### PARCEL 3:

NON-EXCLUSIVE RECIPROCAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS DATED MARCH 14, 2022 AND RECORDED MARCH 15, 2022 AS DOCUMENT NUMBER 2207457004, AS AMENDED FROM TIME TO TIME.

#### PARCEL 4:

NON-EXCLUSIVE RECIPROCAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED MARCH, 14 2022 AND RECORDED MARCH 15, 2022 AS DOCUMENT NUMBER 2207457003, AS AMENDED FROM TIME TO TIME.