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**FOURTH AMENDMENT  
TO  
DECLARATION OF  
CONDOMINIUM  
OWNERSHIP AND  
EASEMENTS,  
RESTRICTIONS  
AND COVENANTS FOR  
1859-65 NORTH DAYTON  
STREET CONDOMINIUM  
ASSOCIATION**

Doc# 2420411025 Fee \$88.00

ILRHSP FEE:\$18.00 RPRF FEE:\$1.00

BLANKET FEE:\$75.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

DATE: 7/22/2024 2:55 PM

PAGE: 1 OF 6

Prepared by: *and Return to*  
Tressler LLP  
Kathryn A. Formeller  
233 S Wacker Drive, 61<sup>st</sup> Floor  
Chicago, IL 60606

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**FOURTH AMENDMENT  
TO  
DECLARATION OF  
CONDOMINIUM  
OWNERSHIP AND  
EASEMENTS,  
RESTRICTIONS AND  
COVENANTS FOR  
1859-65 NORTH DAYTON  
STREET CONDOMINIUM  
ASSOCIATION**

WHEREAS, the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for 1859-65 North Dayton Street Condominium Association ("Declaration") was recorded with the Cook County Recorder of Deeds as Document No. R2596693; and

WHEREAS, the Declaration created the 1859-65 North Dayton Street Condominium Association (the "Association"); and

WHEREAS, the Board of Directors (the "Board") believes that it is in the best interest and welfare of the Association to amend Article VI, Section 4.06(a) of the Declaration to clarify the maintenance responsibility of the heating system installed underneath the north concrete walkway; and

WHEREAS, Article XII, Section 12.07 of the Declaration provides for amendments to the Declaration; and

WHEREAS, the Board has called a meeting of the Board, pursuant to notice, on **May 1, 2024**, at which this proposed Amendment was considered, discussed, and approved by all the members of the Board; and

WHEREAS, the Board has sent a copy of the Amendment to all the Owners; and

WHEREAS, Owners having at least fifty-one percent (51%) of the total vote have approved this Amendment pursuant to Article XII, Section 12.07 of the Declaration; and

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WHEREAS, all holders of first mortgages of record have been notified by certified mail of this Amendment pursuant to Article XII, Section 12.07 of the Declaration; and

**NOW, THEREFORE**, the following shall be considered an Amendment to Article VI, Section 4.06(a) of the Declaration, which additions are noted below by **bold** and Article VI, Section 4.06(a) of the Declaration shall thereafter read as follows:

4.06 Maintenance, Repairs and Replacements. (a) By the Board. The Board or Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Building excluding, however, interior wall, ceiling and floor surfaces. In addition, except as provided in Section 3.01 hereof, the Board or Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Section 2.02 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 subparagraph (b) below, or under any other provision of this Declaration. Maintenance, repairs and replacements of the Common Elements (except as specifically provided herein **and below**) shall be furnished by the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

- (i) **Units A, C, and D shall be jointly and severally responsible for the installation, operation, maintenance, repair, and replacement of the heating system installed underneath the north concrete walkway lying parallel to the entrances of Units A, C, and D (the "Heating System"). For the avoidance of doubt, all costs incurred as a result of the aforementioned activities will have no expectation of reimbursement from the Association or the Board.**
- (ii) **Units A, C, and D shall be jointly and severally responsible for any property damage to the Common Elements and/or Limited Common Elements that arises out of the existence and/or operation of the Heating System, and shall indemnify the Association for the same.**
- (iii) **Units A, C, and D shall be responsible for the electrical costs associated with the operation of the Heating System. Unit A shall pay the electrical provider for the full amount of the electrical costs associated with the operation and use of the Heating System. Unit C and Unit D shall each tender to Unit A, one-third of the amount paid by Unit A for the operation and use of the Heating System. It is understood that the**

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payment to the electrical provider for the operation and use of the Heating System cannot be precisely determined, and the amounts to be reimbursed by Unit C and Unit D to Unit A shall be reasonable estimates based upon the increase(s) in the electric bills to Unit A during the operation and use of the Heating System.

(iv) Neither the Association nor the Board shall have any duty, at any time, to: (a) maintain the Heating System, (b) pay for the cost of electricity used in the Heating System, or (c) mediate or arbitrate disputes between the owners of Units A, C, and D arising out of the maintenance of the Heating System or the payment of electricity charges for the Heating System.

NOW THEREFORE, we the undersigned members of 1859-65 North Dayton Street Condominium Association consent to the aforementioned.

*Justin DeLuca* - Secretary - 06/03/24  
 \_\_\_\_\_  
*[Signature]* - President - 6-3-24  
 \_\_\_\_\_  
*[Signature]* - Treasurer - 6-3-24  
 \_\_\_\_\_

BEING ALL OF THE MEMBERS OF THE BOARD OF DIRECTORS

**PREPARED BY:**  
Kathryn Formeller  
Tressler LLP  
233 S Wacker Dr, 61<sup>st</sup> Fl  
Chicago, IL 60606  
(312) 627-4000

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## AFFIDAVIT

I, Justin DeAngelis, do hereby certify that I am the duly qualified and acting Secretary of 1859-65 North Dayton Street Condominium Association, and as such am the keeper of the records and files of the Association.

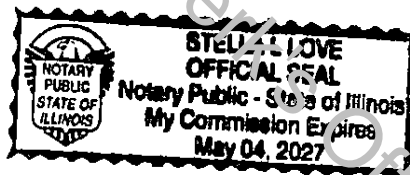
I do further certify that Owners having at least fifty-one percent (51%) of the total vote have approved this Amendment pursuant to Article XII, Section 12.07 of the Declaration of the Declaration. I do further certify that all holders of first mortgages of record have been notified by certified mail of this Amendment pursuant to Article XII, Section 12.07 of the Declaration.

IN WITNESS WHEREOF, I hereunto affix my hand and seal on this 5 day of June, 2024.

Justin DeAngelis 06-05-24  
Secretary

SUBSCRIBED and SWORN to before me this 5 day of June, 2024.

Stella Lee  
Notary Public



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## LEGAL DESCRIPTION AND PERMANENT INDEX NUMBERS

Lots 28, 29, 30, and 31 in Sub-Block 1 of Block 5 in Sheffield's Addition to Chicago, being a Subdivision of part of the Southwest 1/4 of Section 29, the Southeast 1/4 and the South 1/2 of the Northeast 1/4 of Section 31, all of Section 32 and the West 1/2 of the Southwest 1/4 of Section 33. Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN	UNIT	ADDRESS
14-32-414-069-1001	Unit A	1865 N Dayton St
14-32-414-069-1002	Unit B	1863 N Dayton St
14-32-414-069-1003	Unit C	1865 N Dayton St
14-32-414-069-1004	Unit D	1865 N Dayton St
14-32-414-069-1005	Unit E	1863 N Dayton St
14-32-414-069-1006	Unit F	1861 N Dayton St
14-32-414-069-1007	Unit G	1859 N Dayton St
14-32-414-069-1008	Unit H	1859 N Dayton St
14-32-414-069-1009	Unit I	1861 N Dayton St
14-32-414-069-1010	Unit J	1859 N Dayton St