

UNOFFICIAL COPY

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THE ADDRESS OF THE PROPERTY TO WHICH THIS DOCUMENT RELATES IS:

955 WEST CARMEN AVENUE, CHICAGO, ILLINOIS 60640

THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

THIS DOCUMENT RELATES TO
PINS:

Steven Lawson
JOHNSON AND COLMAR
Suite 1000
75 East Wacker Drive
Chicago, Illinois 60601

14-08-408-042-1001
14-08-408-042-1002
14-08-408-042-1003
14-08-408-042-1004
14-08-408-042-1005
14-08-408-042-1006

AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF THE 955 WEST CARMEN CONDOMINIUM ASSOCIATION

The property affected by this Amendment is legally described
as follows:

UNIT 1A, WITH AN UNDIVIDED 18.25 PERCENT INTEREST IN THE
COMMON ELEMENTS, AND UNIT 2B, TOGETHER WITH AN UNDIVIDED
16.00 PERCENT INTEREST IN THE COMMON ELEMENTS, IN THE 955
WEST CARMEN CONDOMINIUM ASSOCIATION, AS DELINEATED IN THE
DECLARATION RECORDED AS DOCUMENT NUMBER 26320352, WITH THE
RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, RELATING TO:

LOT 6 AND THE NORTH 2 FEET OF LOT 7 IN BLOCK 2 IN W.C.
GOUDY ESTATES SUBDIVISION OF BLOCK 5 IN ARGYLE, BEING A
SUBDIVISION OF LOTS 1 AND 2 OF FUSSEY AND FINNEMORE'S
SUBDIVISION OF SOUTH EAST FRACTIONAL 2/4 OF SECTION 8,
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, AND OF LOTS 1 AND 2 OF COLCHOUR AND
CANARROE'S SUBDIVISION OF LOT 3 OF STATE FUSSEY AND
FINNEMORE'S SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

Recitals

A. The Declaration of Condominium of the 955 West Carmen
Condominium Association ("the Declaration") is recorded with the
Recorder of Deeds of Cook County, Illinois, as document number
26320352.

B. The Declaration provides that the two northernmost
parking spaces ("the Parking Spaces") in the lot bordering the
eastern side of the 955 West Carmen Avenue building are Limited
Common Elements (as defined therein) assigned to Unit 1A.

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DEPT-91 RECORDING 119.00
#5886 TRAV 05/09/93 12:50:00
#1472 #H *21-220164
COOK COUNTY RECORDER

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\$ 19.00

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C. Paragraph 3.04(c) of the Declaration provides that Limited Common Elements may be transferred between Unit Owners through an amendment to the Declaration executed or consented to by all parties with an interest in the Limited Common Elements being transferred.

D. The undersigned are the sole owners, respectively, of the only units with an interest in the Parking Spaces affected by this Amendment:

Kurt Kramer Unit 2B
Richard L. Smith
and Agus Deridjat Unit 1A

These units shall be referred to as "the Units."

E. Richard L. Smith and Agus Deridjat, on behalf of Unit 1A, desire to confirm the transfer of the southernmost of the Parking Spaces ("the Space") to Kurt Kramer, on behalf of Unit 2B, pursuant to a written agreement dated May 6, 1991 ("the Agreement").

THEREFORE, in consideration of the promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, they agree to the amendment of the Declaration as follows:

Terms of Amendment

1. Paragraph 3.04(b) of the Declaration is amended as follows:

(a) All sentences of Paragraph 3.04(b) except the first sentence are stricken.

(b) The following sentence is added to paragraph 3.04(b):

"Pursuant to a written agreement between Units 1A, 2A, and 2B dated May 6, 1991, the southernmost parking space initially allocated to Unit 1A on Exhibit "A" hereto is transferred and allocated to Unit 2B pursuant to Paragraph 3.04(d) hereof."

A copy of Paragraph 3.04(b) as it appears in the recorded Declaration, with these changes shown, is attached hereto as Exhibit 1.

2. Sheet 3 of Exhibit "A" to the Declaration is amended as follows: The designation "1-A" in the phrase "LIMITED COMMON ELEMENT, PARKING FOR UNIT 1-A," which appears in the area marked as the Space, shall be stricken, and the designation "2-B" shall be substituted with respect to the Space. A copy of Sheet 3 of Exhibit "A" as amended is attached hereto as Exhibit 2.

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3. A copy of this Amendment has been served on the Board of Managers of the 955 West Carmen Condominium Association, as shown by the attached Certificate of Service.

4. This Amendment shall be binding on the Units and the parties' respective successors, assigns, and privies. It is intended to run with the real interests in each Unit. The parties, on behalf of their respective Units, shall waive defects, if any, in the form or procedure relating to this Amendment.

DATED this 6th day of May, 1991.

UNIT 2B

Kurt Kramer
Kurt Kramer

UNIT 1A

Richard L. Smith
Richard L. Smith

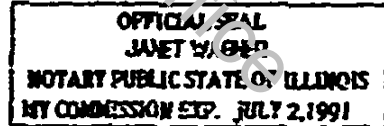
Agus Deridjat
Agus Deridjat

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on May 6, 1991, by KURT KRAMER, RICHARD L. SMITH, and AGUS DERIDJAT.

Janet W. Gier
Notary Public

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CERTIFICATE OF SERVICE

The undersigned KURT KRAMER states that he is a party to the foregoing AMENDMENT TO DECLARATION OF THE 955 WEST CARMEN CONDOMINIUM ASSOCIATION, and a member of the Board of Managers, and that he served a copy thereof on the Board of Managers of the 955 West Carmen Condominium Association by hand-delivering a true and complete copy thereof to John Gingell (Unit 3B), President of the Association, and to Vicki Flick (Unit 1B), the other member of the Board of Managers. He further states that he caused a copy of this Amendment to be served on all other Unit Owners.

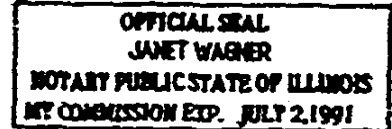

Kurt Kramer

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Personally appeared before me this 6th day of May, 1991, the above named KURT KRAMER, who executed the foregoing Certificate and acknowledged the same.


Notary Public

{SEAL}



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of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

3.04 Limited Common Elements. (a) The Limited Common Elements are part of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically but not by way of limitation, such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures therein as lie outside the Unit boundaries and parking space as shown on Exhibit 1. The Board may from time to time designate other portions of the Common Elements as Limited Common Elements including but not limited to, storage lockers and rubbish collection areas.

(b) Assignment of Parking Spaces. Parking spaces 1A and 1B, as set forth on Exhibit "A" are limited common elements and the trustee and the developer herein hereby reserve the right to set aside and allocate said parking spaces for the restricted use of particular units. ~~It is anticipated that additional parking spaces will be acquired pursuant to an order of the Zoning Board of Appeals. The trustee shall assign, by deed or by assignment of leasehold interest, a particular parking space to a particular unit. The trustee and the developer, in their sole discretion, have determined that the percentage interest in the common elements attributable to each unit as set forth on Exhibit "B" includes an amount for a parking spaces 1A and 1B. Each grantee of the trustee by the acceptance of a deed of conveyance and assignment of leasehold interest, accepts the determination of the trustee and the developer as to the percentage interest in the common elements. Upon acquisition of said additional parking spaces, the leasehold interest of the developer and the trustee shall be assigned to the association, which shall assign individual spaces to unit owners by assignment of lease. Any assignments made by the trustee or developer at the time units are sold initially shall be ratified by the Association. The leasehold interest assigned to the Association shall be treated as a common expense and each space leased to a unit owner shall be treated by the Association as if it were a Limited Common Element. To implement the foregoing, the trustee or the developer shall execute appropriate amendments~~

Pursuant to a written agreement between Units 1A, 2A, and 2B dated May 6, 1991, the southernmost parking space initially allocated to Unit 1A on Exhibit "A" hereto is transferred and allocated to Unit 2B pursuant to Paragraph 3.04(d) hereof.

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~~to this declaration. Any amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Managers, if a Board has been elected.~~

~~In furtherance of the foregoing, a power coupled with an interest is hereby granted to the trustee, the developer, ROBERT A. WEISMAN and LOUIS LEVINSON, and each of them singly, as attorney-in-fact to execute an amendment to this Declaration substituting a revised and amended Exhibit "B".~~

(c) Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Condominium Instruments and the provisions of this Declaration. Each transfer shall be made by an amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Managers. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Managers shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded.

Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

Notwithstanding anything to the contrary, such transfer will not be effective if it violates the terms of a mortgage then existing on the Unit to which the Limited Common Element is a part.

3.05 Common Expenses. Each Unit Owner, including the Trustee, shall pay his proportionate share of the Common Expenses and any other expenses incurred in conformance with the Condominium Instruments or otherwise lawfully agreed upon. Except for its responsibilities as a Unit Owner, as provided herein, neither the

EXHIBIT A
SHEET 3 of 5
1st FLOOR

PLAT OF SURVEY
BY
FRANK A. SCHOENEMAN & SON, LTD.



Lot 2 and the North 2 feet of Lot 3 to Block 2 to V. C. Cook's Grant subdivision of Block 2 to 1875, being a subdivision of lots 1 and 2 of Perry and Plummer's subdivision of Block East fractional 8th of Section 2, Township 48 North, Range 10 East of the 1st Principal Meridian, and of lots 1 and 2 of Latham and Coe's subdivision of Lot 2 of said Perry and Plummer's subdivision, all in Cook County, Illinois.

Notes:
Horizontal plane shown herein are to finished floor and to finished ceiling. Elevations of same are given and are to reference to bench mark to top of stone 220 of front entrance, on North side of building shown on this plat, the elevation of said bench mark being plus 12.13 feet, said elevations are based on the City of Chicago datum.

State of Illinois)
County of Cook) ss

I, Frank A. Schoeneman do hereby certify that I have surveyed the lands hereon the above described tract of land and that this plat is a correct representation of said survey.

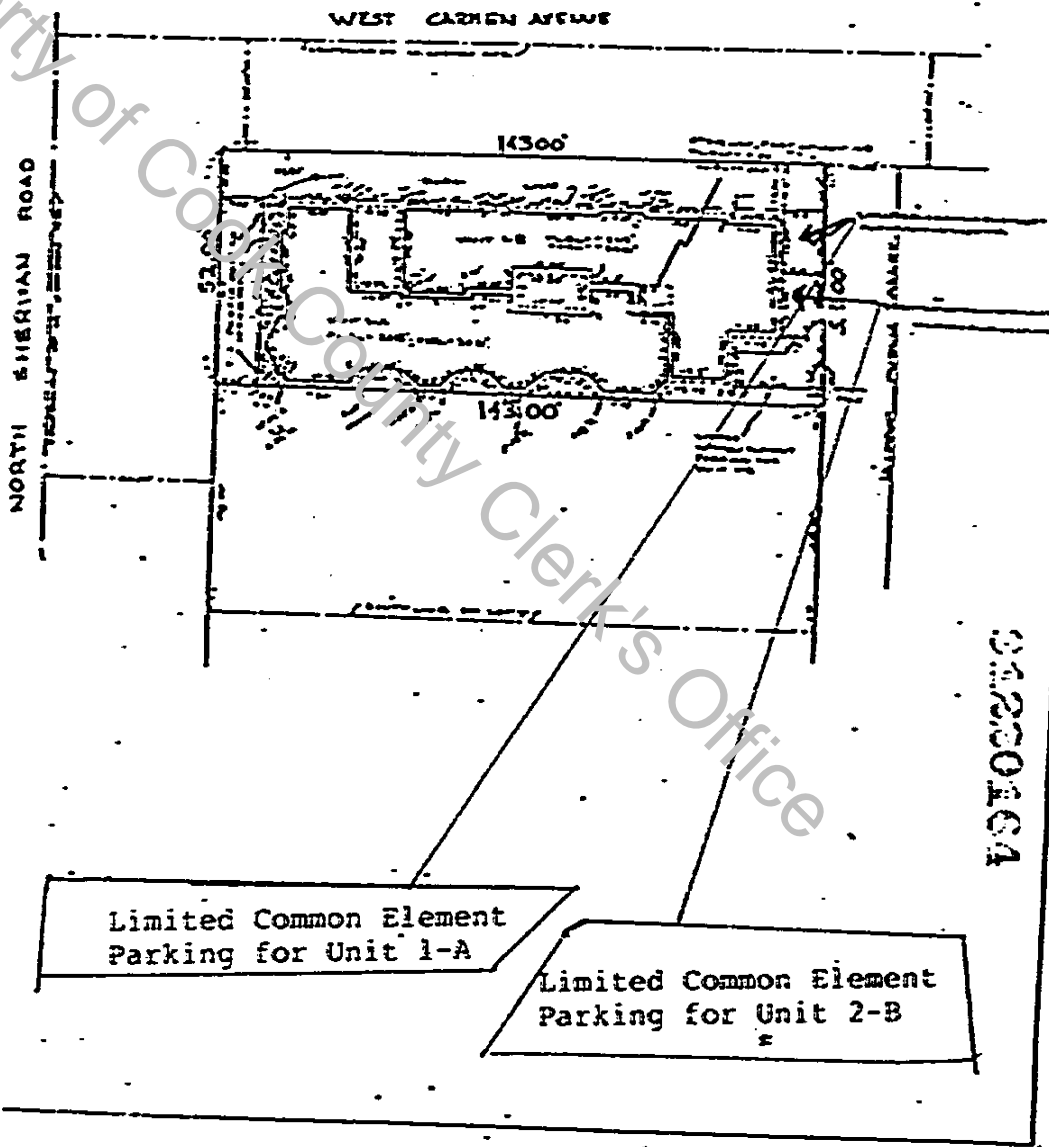
Witness my hand and seal this 28th day of April 1912.

Measurements shown herein to vertical planes are to finished exterior face of wall.

Chicago Number 11234
Elevation + 12.13'
Location Top of curb of South East corner of North Sheridan Street and West Center Avenue

Frank A. Schoeneman
FRANK A. SCHOENEMAN & SON, LTD.
Frank A. Schoeneman Jr.

Property of Cook County Clerk's Office



CHICAGO