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Property of Cook County Clerk's Office

FIRST AMENDMENT TO

DECLARATION OF CONDOMINIUM OWNERSHIP

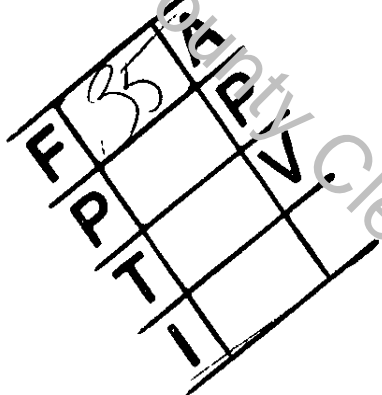
AND BY-LAWS

EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

HARWOOD COURT CONDOMINIUMS

RECORDING FEE 35
DATE 1-19-01 COPIES 6
OK BY [Signature]



THIS INSTRUMENT PREPARED BY AND AFTER RECORDING MAIL TO:

Daniel M. Loewenstein
Evans, Loewenstein, Shimanovsky & Moscardini, Ltd.
180 North LaSalle St., Suite 2401
Chicago, IL 60601
(312) 782-1850

Address: 2240-2252 Heather Road
2254-2260 Heather Road
18501-18509 Harwood Avenue
18511-18521 Harwood Avenue
18523-18535 Harwood Avenue
2245-2253 Willow Road
Homewood, IL 60430
P.I.N.: 32-06-112-033

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Y:\Dan\Agreements\12/11/00\HARWOOD CT(1ST AMENDMENT).AMD

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND BY-LAWS
EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

HARWOOD COURT CONDOMINIUMS

THIS FIRST AMENDMENT made and entered into by Harwood Court Apartments, Inc., an Illinois corporation, hereinafter referred to as the "Declarant":

WITNESSETH THAT:

WHEREAS, the Declarant is the legal title holder of the following described real estate situated in the City of Chicago, County of Cook and State of Illinois:

LOT 1 OF HARWOOD AVENUE APARTMENTS RESUBDIVISION OF LOTS 17 TO 32 INCLUSIVE IN BLOCK 6 AND LOTS 1 TO 7 INCLUSIVE IN BLOCK 7; ALSO THE VACATED PORTION OF ELM AVENUE LYING BETWEEN SAID BLOCK 6 AND 7; SOUTH OF THE SOUTH LINE OF WILLOW ROAD; NORTH OF THE NORTH LINE OF HEATHER STREET AND EAST OF THE EASTERLY LINE OF HARWOOD AVENUE; ALL IN SOUTH HOMEWOOD, A SUBDIVISION OF ALL OF THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE ILLINOIS CENTRAL RAILROAD (ON THE WEST AND THE CHICAGO AND VINCENNES ROAD ON THE EAST) AND BETWEEN THE NORTH LINE OF SAID SOUTH 1/2 OF NORTHEAST 1/4 AND A LINE 902 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTH 1/2 OF NORTHWEST 1/4 OF SECTION 6, IN COOK COUNTY, ILLINOIS.

WHEREAS, the Declarant is the Declarant under that certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Harwood Court Condominiums dated November 13, 1999 and recorded December 10, 1999 with the Recorder of Deeds, Cook County, Illinois as Document No. 09152098 (hereinafter referred to as the Declaration") covering certain real property commonly known as the HARWOOD COURT CONDOMINIUMS; and

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WHEREAS, the Declarant now desires to amend the Declaration.

NOW THEREFORE, the Declarant, does hereby amend the Declaration as follows:

1. At Article XV, Assessments-Maintenance Fund, at Section 8. Assessments, is deleted and the following substituted therefor:

8. Assessments. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit, for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorneys' fees approved by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall be subordinate to the lien of a prior recorded purchase money mortgage or trust deed against such Unit, except for the amount of assessments due and payable subsequent to the date on which the encumbrance owner or holder takes possession of the Unit, causes a receiver to be appointed or accepts a conveyance of any interest therein (other than as security). In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay his proportionate share of the Common Expenses or of any other expenses required to be paid hereunder when due, the rights and remedies of the Board shall include the right to enforce the collection of such defaulting Unit Owner's share of such expenses together with interest thereon at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof.

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2. All of the terms, covenants and provisions of the Declaration shall remain unmodified, except as provided in this instrument, and all of the terms, covenants and provisions of the Declaration, as amended by this instrument, shall continue in full force and effect.

IN WITNESS WHEREOF, the said Declarant has set its hand and seal, all done in Chicago, Illinois, this 4 day of Jan, 2000.

HARWOOD COURT APARTMENTS, INC.
an Illinois corporation

By: Mayant M. [Signature]
Its President

ATTEST:

[Signature]
Its Secretary

Property of Cook County Clerk's Office

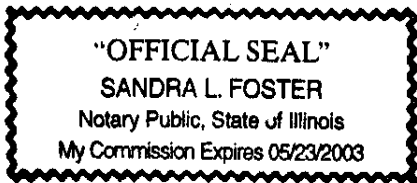
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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Sandra L Foster, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Margaret Francisco, President of HARWOOD COURT APARTMENTS, INC., an Illinois corporation and Kathleen White, Secretary thereof, who subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Corporation, as aforesaid, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that (s)he as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his (her) own free and voluntary act and as the free and voluntary act of said Corporation, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of Jan, 2009.



Sandra L. Foster
Notary Public

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HARWOOD COURT CONDOMINIUMS STATEMENT OF LEGAL OWNERSHIP

The legal ownership of this property is vested in Harwood Court Apartments, Inc. The following is a list of all restrictions, lis pendens notices and encumbrance of record:

- a. GRANT OF EASEMENT RECORDED JULY 7, 1971 AS DOCUMENT 21502073 FROM STANDARD BANK AND TRUST COMPANY TRUST NO. 1971 TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY, THEIR SUCCESSORS AND ASSIGNS RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, RENEW, RELOCATE AND REMOVE FROM TIME TO TIME POLES, WIRES ETC., AND OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDER-GROUND TRANSMISSION AND DISTRIBUTION OF ELECTRIC, ETC., TOGETHER WITH RIGHT OF ACCESS TO SAME AND RIGHT FROM TIME TO TIME TO TRIM OR REMOVE TREES, PUSHES AND SAPLINGS, AND TO CLEAR OBSTRUCTIONS FROM SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE GRANT OVER THE WEST 10 FEET OF THE EAST 110 FEET OF THE NORTH 115 FEET OF THE SOUTH 200 FEET OF LAND.
- b. EASEMENT OVER THE LAND AS SHOWN BY DOTTED LINE ON THE PLAT FOR PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY FOR PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT TO OVERHANG AERIAL SERVICE WIRES AND ALSO WITH RIGHT OF ACCESS THERETO AS GRANTED TO THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMONWEALTH EDISON COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS AND AS SHOWN ON PLAT OF SUBDIVISION RECORDED APRIL 20, 1971 AS DOCUMENT 21453961.
- c. SPRINKLER INSTALLATION AGREEMENT MADE BETWEEN THE VILLAGE OF HOMEWOOD AND DAVID G. CALLAGHAN RECORDED SEPTEMBER 1, 1972 AS DOCUMENT 22036745.
- d. A 25 FOOT BUILDING LINE AS SHOWN ON THE PLAT OF RESUBDIVISION RECORDED AS DOCUMENT 21453961 ALONG THE NORTH, SOUTH AND WEST LINES.

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EXHIBIT B

DECLARATION OF CONDOMINIUM OWNERSHIP

AND OF

EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS

FOR

"HARWOOD COURT CONDOMINIUMS"

SCHEDULE OF PERCENTAGE INTEREST IN COMMON ELEMENTS

Unit	Percentage Ownership in Common Element	Assignment Limited Common Element
Unit No. 2251	2.95%	G-1
Unit No. 2245	2.95%	G-2
Unit No. 2249	2.95%	G-3
Unit No. 2253	2.95%	G-4
Unit No. 2247	2.95%	G-5
Unit No. 18501	2.95%	G-6
Unit No. 18503	2.95%	G-11
Unit No. 18505	2.95%	G-13
Unit No. 18507	2.95%	G-7
Unit No. 18509	2.95%	G-16
Unit No. 18523	2.95%	G-17
Unit No. 18531	2.95%	G-20
Unit No. 2244	2.95%	G-19
Unit No. 2250	2.95%	G-22
Unit No. 2256	2.95%	G-23
Unit No. 2254	2.95%	G-24
Unit No. 2258	2.95%	G-25
Unit No. 2240	2.95%	G-26
Unit No. 2246	2.95%	G-28
Unit No. 2242	2.95%	G-29
Unit No. 2238	2.95%	G-30
Unit No. 2248	2.95%	G-21
Unit No. 2260	2.95%	G-31
Unit No. 18515-1A	1.82%	P-A
Unit No. 18515-2A	1.82%	P-B
Unit No. 18515-1B	1.82%	P-C
Unit No. 18515-2B	1.82%	P-D
Unit No. 18519-1A	1.82%	P-E
Unit No. 18519-2A	1.82%	P-F
Unit No. 18519-1B	1.82%	P-G
Unit No. 18519-2B	1.82%	P-H
Unit No. 18527-1A	1.82%	P-I
Unit No. 18527-2A	1.82%	P-J
Unit No. 18527-1B	1.82%	P-K
Unit No. 18527-2B	1.82%	P-L
Unit No. 18535-1A	1.82%	P-M
Unit No. 18535-2A	1.82%	P-N
Unit No. 18535-1B	1.82%	P-O
Unit No. 18535-2B	1.82%	P-P

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Unit No. G-8	0.378758
Unit No. G-9	0.378758
Unit No. G-10	0.378758
Unit No. G-12	0.378758
Unit No. G-14	0.378758
Unit No. G-15	0.378758
Unit No. G-19	0.378758
Unit No. G-27	0.378758

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