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Cook County Recorder 52.00



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**FIRST AMENDMENT TO  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND  
BY-LAWS FOR FOURTEEN EIGHTEEN LAKE SHORE DRIVE CONDOMINIUM**

This First Amendment to the Amended and Restated Declaration of Condominium Ownership and By-Laws for Fourteen Eighteen Lake Shore Drive Condominium Association, made and entered into this 20th day of January, 2003, by the Board of Directors of the Fourteen Eighteen Lake Shore Drive Condominium Association.

WITNESSETH:

The Board administers the Condominium property located in the City of Chicago, County of Cook, State of Illinois, legally described as:

Lots 7 and 8 (except the North 5 feet) in Potter Palmer's Subdivision of Lots 1 to 22 inclusive in Block 4, in Catholic Bishop of Chicago Lake Shore Drive Addition A Subdivision in Section 5, Township 39 North, Range 14, East of the third principal meridian, in Cook County, Illinois.

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURNED TO:

PATRICIA A. O'CONNOR  
LEVENFELD PEARLSTEIN  
33 WEST MONROE STREET, 21<sup>ST</sup> FLOOR  
CHICAGO, ILLINOIS 60603

RECORDED BY  
DATE 2/13/03 REC 6  
OK BY 8

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| 17-03-103-029-1002 | 17-03-103-029-1009 | 17-03-103-029-1016 | 17-03-103-029-1023 |
| 17-03-103-029-1003 | 17-03-103-029-1010 | 17-03-103-029-1017 | 17-03-103-029-1024 |
| 17-03-103-029-1004 | 17-03-103-029-1011 | 17-03-103-029-1018 | 17-03-103-029-1025 |
| 17-03-103-029-1005 | 17-03-103-029-1012 | 17-03-103-029-1019 | 17-03-103-029-1026 |
| 17-03-103-029-1006 | 17-03-103-029-1013 | 17-03-103-029-1020 | 17-03-103-029-1027 |
| 17-03-103-029-1007 | 17-03-103-029-1014 | 17-03-103-029-1021 | 17-03-103-029-1028 |

The property was submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Ownership and By-Laws for Fourteen Eighteen North Lake Shore Drive Condominium, recorded in the Cook County Recorder of Deed's Office on April 24, 1984, as Document No. 27 057 167; subsequently amended by the Amended and Restated Declaration of Condominium Ownership and By-Laws, recorded in the Cook County Recorder of Deed's Office on August 7, 2002, as Document No. 0020866037;

The Illinois Condominium Property Act, 765 ILCS 605/1, Section 27(b)(1) provides:

"If there is an omission or error in the Declaration, By-Laws or other condominium instrument, the Association may correct the error or omission by an Amendment to the Declaration, By-Laws or other condominium instrument in such respects as may be required to conform to this act, and any other applicable statute or to the Declaration by vote of two-thirds (2/3) of the members of the Board of Managers or by a majority vote of the Unit Owners at a meeting called for this purpose, unless the act or the condominium instruments specifically provide for greater percentages or different procedures."

The Amended and Restated Declaration of Condominium Ownership and By-Laws for 1418 North Lake Shore Drive Condominium Association contains an omission relative to the Extra Garage Right defined in Article 1.11 contained therein. Article 1.11 defines "Extra Garage Right" as:

"The right to park one or more additional automobiles in the Garage shall be considered a Limited Common Element appurtenant to the Unit acquiring such right, pursuant to regularly adopted rules by authority of the Board. Not more than twelve (12) such Extra Garage Rights shall be sold or created. Such Extra Garage Rights shall be transferable with the Unit to which they are pertinent or to any other Unit Owner."

"Limited Common Element" by definition, must be appurtenant to a specific Unit. Article 1.11 of the Amended and Restated Declaration of Condominium Ownership contains an omission in that it does not designate the specific Units to which the Extra Garage Rights are assigned.

By resolution adopted at an open meeting on January 20, 2003, the Board of Directors has voted by two-thirds (2/3) affirmative vote to amend the Amended and Restated Declaration and By-Laws to conform to the Act and to designate the assignment of the Extra Garage Right.

NOW, THEREFORE, the Board of Directors hereby amends Article 1.11 of the Amended and Restated Declaration to specify the following assignment of Extra Garage Rights:

- |          |         |
|----------|---------|
| Unit 4   | Unit 16 |
| Unit 7   | Unit 19 |
| Unit 10  | Unit 20 |
| Unit 11* | Unit 23 |
| Unit 12  | Unit 24 |
| Unit 15  | Unit 25 |

The use of the Limited Common Element Extra Garage Rights may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Association Declaration and By-Laws, as well as the provisions of the Illinois Condominium Property Act. 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 Element affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Directors. No transfer shall become effective until the amendment has been recorded.

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\* These Limited Common Element Extra Garage Rights shall exist only until the first to occur of the following:

(a) The Unit is sold, unless the Buyer of the Unit exercises the right to buy the right to park a second automobile at what amounts to a fair market value, with the proceeds going to the Association;

(b) The current Owner no longer occupies the Unit as a residence; or

(c) The current Owner is no longer able to operate or to have someone operate a motor vehicle for them. However, if the current Owner no longer has the right to use the second parking space because the Owner is no longer in residence or is no longer capable of driving or being driven, a buyer of the Unit from the current Owner still has the right to pay the fair market value for the second parking space to the Association and obtain that space. Copies of the Agreements detailing the specific restrictions on the Extra Garage Rights assigned to Units 11 and 24 are attached hereto as Exhibit A and B.

In all other respects, the provisions of the Amended and Restated Declaration of Condominium Ownership and By-Laws for 1418 North Lake Shore Drive Condominium shall remain unaltered.

IN WITNESS WHEREOF, the Board has duly executed this Amendment on the date and year first above written.

BOARD OF DIRECTORS OF THE FOURTEEN EIGHTEEN NORTH LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION

By: [Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

ATTEST:

[Handwritten Signature]  
By: \_\_\_\_\_ Secretary

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06/13/94

AGREEMENT

THIS AGREEMENT made and entered into as of this 21st day of June, 1994 by and between Fourteen Eighteen Lake Shore Drive Condominium Association ("Association") and David Prober and Miriam Chaplik (sometimes called "Miriam Prober") ("Owners").

RECITALS.

A. Miriam Prober is the sole beneficiary of American National Bank and Trust Company of Chicago Trust No. 63903 (said trust, and any successor trust which holds title to the Unit being called the "Trust") which owns Unit 11 (the "Unit") at 1418 North Lake Shore Drive, Chicago, Illinois (the "Property"). Owners are currently using two parking spaces (collectively the "Parking Spaces" and individually "Parking Space") in the garage (the "Garage") at the Property.

B. The Association has advised the Owners that according to the records of the Association, Owners are only entitled to use one Parking Space in the Garage and that unless the Owners furnish satisfactory written evidence that the developers of the Property sold and assigned to Owners the right to an additional Parking Space, Owners would no longer be permitted to use the additional Parking Space (the "Second Parking Space").

C. Owners disagree with the Association's position and have asserted their right to continue to use two Parking Spaces in the Garage.

D. Without admitting or denying the merits of either party's position in respect to the Owners' right to use of two Parking Spaces, the parties desire to enter into this Agreement for the purpose of settling their disagreements in respect to the use of two Parking Spaces.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration in hand paid the sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. Use of Parking Spaces. The parties agree that the Trust and/or Miriam Chaplik has an exclusive, assignable (including without limitation by will or intestate) right to the first Parking Space and that the purpose of this Agreement is to

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set forth the parties agreement with respect to the Second Parking Space. Subject to the conditions and limitations set forth in paragraph 2, Owners shall have the right to continue to use the Second Parking Space in the Garage.

2. Conditions and Limitations to Use. The rights granted to the Owners in paragraph 1 hereof shall be subject to the following conditions and limitations:

(a) Owners shall continue to pay all charges required for parking vehicles in the Garage on the same basis as all other unit owners of the Property and to comply with all rules and regulations affecting the Garage.

(b) The rights granted in paragraph 1 shall terminate immediately upon the first to occur of any of the following occurrences: (i) the Unit is sold, unless the buyer of the Unit exercises the right described in Section 3 hereof, (ii) either Owner no longer occupies the Unit as a residence, or (iii) Owners are no longer able to operate, or to have someone operate for them, a motor vehicle; provided, however, that termination of the rights granted in Paragraph 1 on account of clause (ii) or (iii) hereof shall not in any way limit or alter the right of a buyer under Section 3 to acquire the exclusive assignable (including without limitation by will or intestate) right to use the Second Parking Space, it being agreed that such right shall survive until the Unit is sold by the Owners (or their respective legal representatives, heirs, legatees or estates) or the Trust, including any sale which occurs after the deaths of Miriam Chaplik and David Prober; provided, however, that it is understood and agreed that no other occupants of the Unit other than Miriam Chaplik and/or David Prober, shall have the right to use the Second Parking Space prior to the date upon which the Buyer consummates the acquisition of the right to use the Second Parking Space.

(c) The rights granted in paragraph 1 shall not be assignable or transferable except as expressly provided in Section 3 hereof.

(d) Upon termination of the rights granted in paragraph 1, Owners shall remove the automobile being parked in the Second Parking Space from the Garage upon notice from Association.

3. Purchase of Second Space.

(a) Within thirty (30) days of the execution of a binding arms-length sales contract between the current Owners or Trust and a bona fide buyer ("Buyer") regarding the sale of the Unit, the Buyer may elect to purchase the

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exclusive, assignable (including without limitation by will or intestate) right to use the Second Parking Space currently used by Owners (the "Second Parking Space Rights") by notifying the Board of Directors of the Association (the "Board") in writing of its desire to purchase the Second Parking Space Rights and specifying in the notice a proposed purchase price for the Second Parking Space Rights. In the event that written notice of Buyer's election to purchase the Second Parking Space Rights is not received by the Board within said thirty (30) day period, all of the Buyer's rights provided herein shall be void. Buyer's election shall be conditioned upon any or all conditions of the applicable purchase agreement for Unit 11 and upon Buyer's right to withdraw its election pursuant to clause (c) of this Section 3.

(b) If the Board determines that the Buyer's proposed purchase price is below the fair market value of the Second Parking Space Rights (the "Value"), then within fifteen (15) days of receipt of the Buyer's notice, the Board shall notify the Buyer of the need to obtain an appraisal of the Second Parking Space Rights. In this event, each of the Board and Buyer shall promptly appoint a duly licensed real estate broker, and such brokers shall attempt to jointly determine the Value for the Second Parking Space Rights. If the two brokers are unable to agree on the Value, the two of them shall appoint a third licensed real estate broker who shall determine the Value of the Second Parking Space Rights. The decision of the brokers (or third broker) regarding the Value shall be based on an average of the most recent sales prices of indoor garage parking spaces in at least two other first class residential buildings located in the general vicinity of the 1418 Lake Shore Drive building, and if the foregoing methodology is not possible, shall be based on such reasonable valuation methodology as the brokers reasonably determine and the decision of the brokers shall be binding on the parties. The brokers (or broker) shall promptly notify the Board and Buyer of the Value and each of the Board and Buyer shall instruct its broker to do so as quickly as possible, but not later than thirty (30) days after the Board's notice to the Buyer that its proposed purchase price was unacceptable. The Association and the Buyer shall each pay for the cost of his/her own broker and shall share the cost of the third broker.

(c) The Buyer shall have ten (10) days from receipt of notice of the Value to elect to purchase the Second Parking Space Rights.

(d) At the closing of the Buyer's purchase of the Unit, the Buyer shall pay to the Association the applicable purchase price for the Second Parking Space Rights by

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cashiers or certified check and the Board shall assign, and shall execute and deliver to Buyer, all documents reasonably requested by it to assign to Buyer, the Second Parking Space Rights, subject to payment of all customary maintenance fees on the same basis as is payable by all unit owners in the Property and compliance with all rules and regulations applicable to the garage. Such assignment shall assign all rights that Association has to transfer the Second Parking Space Rights pursuant to the Declaration of Condominium for the Association and shall be without warranty as to title.

(e) If a Buyer does not consummate the purchase of the Unit pursuant to the contract between it and the Owners, then any subsequent Buyer entering into a binding agreement for the sale of the Unit with the Owners shall have the same rights and be subject to the same terms and procedures described herein.

(f) If a Buyer consummates the acquisition of the Unit and has not elected to purchase or has not paid for the Second Parking Space Rights as provided above, then the Buyer's right to acquire the Second Parking Space Rights shall be void and neither Buyer, nor any person or entity claiming through the Buyer, or who thereafter acquires the Unit, will have any rights to acquire the Second Parking Space Rights on account of this Agreement.

4. Costs of Enforcement. In the event of any breach of this Agreement by any party or beneficiary, the non-prevailing party or persons shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party or persons in enforcing this Agreement.

5. Third Party Beneficiary Rights. The Buyer of the Unit, and the executors, legal representatives, heirs and legatees of Owners or trustees of the Trust shall be a third party beneficiary of and have the right to enforce this Agreement.

6. Notices. All notices required or permitted hereunder shall be served by (a) personal delivery, (b) delivery by courier or messenger service, or (c) delivery by United States certified mail, return receipt requested, at the addresses set forth below, or such other addresses as shall be specified in writing, and shall be deemed received when delivered personally or, if mailed, three business days after the date in the United States mail:



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To Association: Fourteen Eighteen Lake Shore  
 Drive Condominium  
 Association  
 1418 North Lake Shore Drive  
 Chicago, Illinois 60610  
 Attention: President

With a Copy to: John F. Aykroid  
 LaThomus & Company  
 15 East Superior  
 Chicago, Illinois 60611

To Owner: David and Miriam Prober  
 Unit 11  
 1418 North Lake Shore Drive  
 Chicago, Illinois 60610

7. Time of Essence. Time is of the essence of this Agreement.

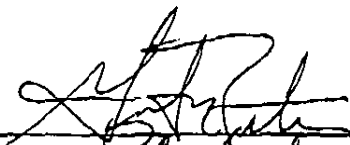
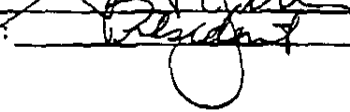
8. Assignment of Beneficial Interest. The transfer of the beneficial interest in the Trust shall not affect the rights of the Owners hereunder.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, legatees, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**ASSOCIATION:**

FOURTEEN EIGHTEEN LAKE SHORE  
 DRIVE CONDOMINIUM ASSOCIATION

By:   
 Its: 

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OWNERS:

*David Prober*

David Prober

*Miriam Chylik Prober*

Miriam Prober

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06/30/94

AGREEMENT

THIS AGREEMENT made and entered into as of this 27th day of July, 1994 by and between Fourteen Eighteen Lake Shore Drive Condominium Association ("Association") and Marilyn Malkin ("Owner").

RECITALS.

A. Owner owns Unit 24 (the "Unit") at 1418 North Lake Shore Drive, Chicago, Illinois (the "Property"). Owner is currently using two parking spaces (collectively the "Parking Spaces" and individually "Parking Space") in the garage (the "Garage") at the Property.

B. The Association has advised the Owner that according to the records of the Association, Owner is only entitled to use one Parking Space in the Garage and that unless the Owner furnishes satisfactory written evidence that the developers of the Property sold and assigned to Owner the right to an additional Parking Space, Owner would no longer be permitted to use the additional Parking Space (the "Second Parking Space").

C. Owner disagrees with the Association's position and has asserted her right to continue to use two Parking Spaces in the Garage.

D. Without admitting or denying the merits of either party's position in respect to the Owner's right to use of two Parking Spaces, the parties desire to enter into this Agreement for the purpose of settling their disagreements in respect to the use of two Parking Spaces.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration in hand paid the sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. Use of Parking Spaces. The parties agree that Owner has an exclusive, assignable (including without limitation by will or intestate) right to the first Parking Space and that the purpose of this Agreement is to set forth the parties agreement with respect to the Second Parking Space. Subject to the conditions and limitations set forth in paragraph 2, Owner shall have the right to continue to use the Second Parking Space in the Garage.

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2. Conditions and Limitations to Use. The rights granted to the Owner in paragraph 1 hereof shall be subject to the following conditions and limitations:

(a) Owner shall continue to pay all charges required for parking vehicles in the Garage on the same basis as all other unit owners of the Property and to comply with all rules and regulations affecting the Garage.

(b) The rights granted in paragraph 1 shall terminate immediately upon the first to occur of any of the following occurrences: (i) the Unit is sold, unless the buyer of the Unit exercises the right described in Section 3 hereof, (ii) Owner no longer occupies the Unit as a residence, or (iii) Owner or another occupant who resides in the Unit with Owner is no longer able to operate, or to have someone operate for either of them, a motor vehicle; provided, however, that termination of the rights granted in Paragraph 1 on account of clause (ii) or (iii) hereof shall not in any way limit or alter the right of a buyer under Section 3 to acquire the exclusive assignable (including without limitation by will or intestate) right to use the Second Parking Space, it being agreed that such right shall survive until the Unit is sold by the Owner (or Owner's legal representative, heirs, legatees or estate), including any sale which occurs after the death of Owner; provided, however, that it is understood and agreed that no other occupants of the Unit other than Owner or such other occupant who occupies the Unit with Owner, shall have the right to use the Second Parking Space prior to the date upon which the Buyer consummates the acquisition of the right to use the Second Parking Space.

(c) The rights granted in paragraph 1 shall not be assignable or transferable except as expressly provided in Section 3 hereof.

(d) Upon termination of the rights granted in paragraph 1, Owner shall remove the automobile being parked in the Second Parking Space from the Garage upon notice from Association.

3. Purchase of Second Space.

(a) Within thirty (30) days of the execution of a binding arms-length sales contract between the current Owner and a bona fide buyer ("Buyer") regarding the sale of the Unit, the Buyer may elect to purchase the exclusive, assignable (including without limitation by will or intestate) right to use the Second Parking Space currently used by Owner (the "Second Parking Space Rights") by notifying the Board of Directors of the Association (the "Board") in writing of its desire to purchase the Second

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Parking Space Rights and specifying in the notice a proposed purchase price for the Second Parking Space Rights. In the event that written notice of Buyer's election to purchase the Second Parking Space Rights is not received by the Board within said thirty (30) day period, all of the Buyer's rights provided herein shall be void. Buyer's election shall be conditioned upon any or all conditions of the applicable purchase agreement for Unit 24 and upon Buyer's right to withdraw its election pursuant to clause (c) of this Section 3.

(b) If the Board determines that the Buyer's proposed purchase price is below the fair market value of the Second Parking Space Rights (the "Value"), then within fifteen (15) days of receipt of the Buyer's notice, the Board shall notify the Buyer of the need to obtain an appraisal of the Second Parking Space Rights. In this event, each of the Board and Buyer shall promptly appoint a duly licensed real estate broker, and such brokers shall attempt to jointly determine the Value for the Second Parking Space Rights. If the two brokers are unable to agree on the Value, the two of them shall appoint a third licensed real estate broker who shall determine the Value of the Second Parking Space Rights. The decision of the brokers (or third broker) regarding the Value shall be based on an average of the most recent sales prices of indoor garage parking spaces in at least two other first class residential buildings located in the general vicinity of the 1418 Lake Shore Drive building, and if the foregoing methodology is not possible, shall be based on such reasonable valuation methodology as the brokers reasonably determine and the decision of the brokers shall be binding on the parties. The brokers (or broker) shall promptly notify the Board and Buyer of the Value and each of the Board and Buyer shall instruct its broker to do so as quickly as possible, but not later than thirty (30) days after the Board's notice to the Buyer that its proposed purchase price was unacceptable. The Association and the Buyer shall each pay for the cost of his/her own broker and shall share the cost of the third broker.

(c) The Buyer shall have ten (10) days from receipt of notice of the Value to elect to purchase the Second Parking Space Rights.

(d) At the closing of the Buyer's purchase of the Unit, the Buyer shall pay to the Association the applicable purchase price for the Second Parking Space Rights by cashiers or certified check and the Board shall assign, and shall execute and deliver to Buyer, all documents reasonably requested by it to assign to Buyer, the Second Parking Space Rights, subject to payment of all customary maintenance fees on the same basis as is payable by all unit owners in the

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Property and compliance with all rules and regulations applicable to the garage. Such assignment shall assign all rights that Association has to transfer the Second Parking Space Rights pursuant to the Declaration of Condominium for the Association and shall be without warranty as to title.

(e) If a Buyer does not consummate the purchase of the Unit pursuant to the contract between it and the Owner, then any subsequent Buyer entering into a binding agreement for the sale of the Unit with the Owner shall have the same rights and be subject to the same terms and procedures described herein.

(f) If a Buyer consummates the acquisition of the Unit and has not elected to purchase or has not paid for the Second Parking Space Rights as provided above, then the Buyer's right to acquire the Second Parking Space Rights shall be void and neither Buyer, nor any person or entity claiming through the Buyer, or who thereafter acquires the Unit, will have any rights to acquire the Second Parking Space Rights on account of this Agreement.

4. Costs of Enforcement. In the event of any breach of this Agreement by any party or beneficiary, the non-prevailing party or persons shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party or persons in enforcing this Agreement.

5. Third Party Beneficiary Rights. The Buyer of the Unit, and the executors, legal representative, heirs and legatees of the Owner shall be a third party beneficiary of and have the right to enforce this Agreement.

6. Notices. All notices required or permitted hereunder shall be served by (a) personal delivery, (b) delivery by courier or messenger service, or (c) delivery by United States certified mail, return receipt requested, at the addresses set forth below, or such other addresses as shall be specified in writing, and shall be deemed received when delivered personally or, if mailed, three business days after the date in the United States mail:

To Association:

Fourteen Eighteen Lake Shore  
Drive Condominium  
Association  
1418 North Lake Shore Drive  
Chicago, Illinois 60610  
Attention: President

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With a Copy to:

John F. Aykroid  
LaThomus & Company  
15 East Superior  
Chicago, Illinois 60611

To Owner:

Marilyn Malkin  
Unit 24  
1418 North Lake Shore Drive  
Chicago, Illinois 60610

7. Time of Essence. Time is of the essence of this Agreement.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, legatees, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSOCIATION:

FOURTEEN EIGHTEEN LAKE SHORE  
DRIVE CONDOMINIUM ASSOCIATION

By:   
Its: President

OWNER:

  
Marilyn Malkin