



202318
THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Doc#: 0326610197
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 09/23/2003 12:54 PM Pg: 1 of 5

Holiday C. Tarr
TARR & ASSOCIATES, PC
4611 N. Ravenswood
Chicago, IL 60640

PIN: 10-25-226-055-1001; 10-25-226-055-1002; 10-25-226-055-1003; 10-25-226-055-1004; 10-25-226-055-1005; 10-25-226-055-1006; 10-25-226-055-1007

ADDRESS: 1425 West Howard Street and 101 North Ashland Avenue, Evanston, Illinois 60202

**AMENDMENT TO
CONDOMINIUM DECLARATION AND BY-LAWS
KATRINA CONDOMINIUMS ASSOCIATION**

This Amendment to Declaration of Condominium Ownership for Katrina Condominiums Association is made and entered into by the Unit Owners of Katrina Condominiums ("Unit Owners").

RECITALS

The Condominium Declaration and By-Laws for Katrina Condominiums Association (the "Declaration") was recorded on April 24, 2002, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 0020468728. The Declaration made certain real estate subject to the provisions of the Declaration and submitted portions of such real estate to the Condominium Property Act of the State of Illinois (the "Act").

In Section 21 of the Declaration, the power to modify or rescind the Declaration is reserved to the Unit Owners owning not less than two-thirds (2/3) of the total ownership of Common Elements.

The Unit Owners now desire to modify the Declaration by adding sections regarding First Mortgages and Arbitration.

NOW THEREFORE, the Unit Owners owning not less than two-thirds (2/3) of the total ownership of Common Elements do hereby amend the Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Declaration.
2. Rights of First Mortgagees. The following section shall be added to the Declaration as Section 29:

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“29. Rights of First Mortgagees.

(a) Priority. Any mortgage or trust deed owned or held by a First Mortgagee and Recorded prior to the Recording of this Declaration or the mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of an assessment for Common Expenses when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of Recording of the First Mortgage held by such First Mortgagee. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in such First Mortgage, foreclosure of such First Mortgage, or assignment in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

(b) Notice to First Mortgagee or Guarantor. A First Mortgagee or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First Mortgagee, insurer or guarantor and the Unit number) shall be entitled to timely written notice of:

(i) Any proposed amendment of the Condominium Instruments or other action requiring the consent of the First Mortgagee;

(ii) Any condemnation loss or casualty loss, which exceeds \$10,000.00 and affects a portion of the Common Elements or any Unit securing a mortgage;

(iii) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of such First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days; and

(iv) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Restoration or Repair. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval is obtained from all the Unit Owners and all First Mortgagees holding First Mortgages against Units.

(d) Termination of Condominium. Any election to terminate the Condominium as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of all the Unit Owners and all First Mortgagees holding First Mortgages against Units. Any election to terminate the Condominium as a condominium project for reasons other than substantial destruction or condemnation of the Property shall require the approval of all the Unit Owners and all First Mortgagees holding First Mortgages against the Units.”

3. Arbitration. The following section shall be added to the Declaration as Section 30:

“30. Arbitration. Any controversy between or among Unit Owners, or any claim by a Unit Owner against the Association, arising out of or relating to the Declaration, Bylaws, or rules and regulations of the Association in which the matter in controversy has either no specific monetary value

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or a value of \$10,000 or less shall be settled by arbitration in accordance with the Rules of the Illinois Uniform Arbitration Act, with the disputants to share equally in the costs of arbitration."

4. Continuation. As expressly hereby amended, the Declaration shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, this Amendment to Condominium Declaration and By-Laws for Katrina Condominiums Association has been delivered and executed as of the _____ day of 8-25-, 2003.

OWNERS:

Loretta J. Line
Loretta J. Line, #3

Willie A. Spivey
Willie A. Spivey, #25

Carmina Presto
Carmina Presto, #2

J. R. Graves
J. R. Graves, #1, & #3S

Viola M. Harrison
Viola M. Harrison, #2N

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I HEREBY CERTIFY that on this 25 day of August, 2003, before me personally appeared Loretta J. Line, Willie A. Spivey, Carmina Presto, J.R. Graves and Viola M. Harrison

_____, to me known to be the same persons who signed the foregoing instrument as their free act and deed as for the use and purpose therein mentioned, and that the said instrument is the act and deed.

WITNESS my signature and official seal at Evanston, IL, in the County of Cook and State of Illinois, the day and year last aforesaid.

[Signature]

My Commission Expires _____



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AFFIDAVIT OF SERVICE OF NOTICE

The undersigned, Carmina Presto, being the Secretary of Katrina Condominiums Association, hereby certifies that notice of the foregoing Amendment to Condominium Declaration and By-Laws for Katrina Condominiums Association was duly given to all lien holders of record as of August 27, 2003 by certified mail on August 27, 2003.

KATRINA CONDOMINIUMS ASSOCIATION, an Illinois not-for-profit Corporation

By: *Carmina Presto*
Name, Its Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I HEREBY CERTIFY that on this 25 day of August, 2003, before me personally appeared Carmina Presto, Secretary of Katrina Condominiums Association, to me known to be the same person who signed the foregoing instrument as her free act and deed as such officer for the use and purpose therein mentioned, and that the said instrument is the act and deed.

WITNESS my signature and official seal at Evanston, IL, in the County of Cook and State of Illinois, the day and year last aforesaid.

Holiday C. Tarr
My Commission Expires _____



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LEGAL DESCRIPTION

UNITS 2S, 3S, 2N, 1, 2, AND 3 IN THE KATRINA CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 39 IN ARTHUR DUNAS HOWARD AVENUE SUBDIVISION OF THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF NORTH 45 ACRES THEREOF AND EAST OF THE EAST LINE OF THE WEST 6.358 ACRES OF THE EAST 16.358 ACRES OF THE SOUTH 32.506 ACRES OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO: LOT 4 IN ENGLE'S ADDITION TO EVANSTON, BEING A SUBDIVISION OF THE WEST 6.358 ACRES OF THE SOUTH 16.358 ACRES OF THE SOUTH EAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE EAST 7.38 CHAINS OF THE SOUTH 8.35 CHAINS OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0020468728 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office