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**THIRD AMENDMENT TO THE  
DECLARATION OF  
CONDOMINIUM OWNERSHIP  
AS AMENDED AND OF  
EASEMENTS, RESTRICTIONS  
AND COVENANTS FOR  
BIRCHWOOD-ON-THE-LAKE  
CONDOMINIUM**



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Cook County Recorder of Deeds  
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THIRD AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AS AMENDED  
AND OF  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
"BIRCHWOOD-ON-THE-LAKE CONDOMINIUM"

This Third Amendment made and entered into by Dorothy Day, Thomas Neville, Martha Neville, Walter Cussenko, Doris Albrecht, John King, Ann King, Frances Williams, Doris Kantor, Marie Hinkes, Lorraine Sloan, Lucille Stearns, Frieda Rosenberg, Richard Herman, Walter Schellhorn, Vivian Schurffranz, Jerry Kleiner, Andrea Early, Ruby Oshana, Gerald Bjurman, Jean Dawidie, Abe Kosovske, David Carlson, Sara Epstein (Lerner), Marv Flynn, Leo Sliwinski, Marv Sliwinski, Molly Wichman, Edith Mee, Morris Latker, Charlotte Latker, Marvin Meyer, Jennie Schaffner, Janet Klein, Dae Nickelsen, Michael Joyce, Louis Hausmann, Ella Hausmann, Aaron Hoffman, Roslevn Hoffman, William Goble, Arthur Eger, Esther Wolfson, Reva Jane Schneider, Olga Wlaksman (Fritsch), Marion Newman, Robert Newman, William Clark, J. Laurence O'Dea, and Sally Olds, constituting the owners of Units of the "Birchwood-on-the-Lake Condominium", which owners have at least three-fourths of the total vote, and by all members of the Board of Managers thereof;

WITNESSETH THAT:

WHEREAS, the Owners are all the record owners of the following described real estate:

Lot 1 (except the West 154 feet thereof) in Block 6 in Birchwood Beach, according to the Plat thereof recorded August 27, 1890 as Document 1326212 in Book 42 of Plats, page 39 in Section 29, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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WHEREAS, the Owners desire to promote the smooth and efficient operation of the condominium by making certain modifications and amendments in and to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for "Birchwood-on-the-Lake Condominium" dated August 14, 1963, and recorded on September 19, 1963, as Document No. 18918137, as amended (hereinafter referred to as "the Declarations");

NOW, THEREFORE, the Owners, as owners of the above described real estate and for the purposes hereinabove set forth, DECLARE AS FOLLOWS:

1. The following shall be added to Article III, paragraph 1 of the Declarations:

"Parking Area and Spaces. The Parking Area shall be part of the Common Elements. Parking Spaces for single cars may be delineated or designated by the Board. The use of such Parking Spaces shall be allocated among the Owners to the extent available in such manner and subject to such rules and regulations as the Board may prescribe.

Regardless of the manner of delineation, designation and/or allocation of Parking Spaces made by the Board, the Parking Spaces and the Parking Area shall be and remain a part of the Common Elements in which each Unit Owner has an undivided interest as described and provided for in this Declaration, notwithstanding specific reference thereto in any deed, lease, mortgage or other instrument purporting to affect a Unit Ownership."

2. The second sentence of Article V, paragraph 3 (b) of the Declaration shall be deleted and the following shall be added in lieu thereof:

"Hereafter, there shall be an annual meeting of the voting members on the first Tuesday of April of each succeeding year at 7:30 P. M. in one of the buildings, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting."

3. The following shall be added as subparagraph (p) to Article V, paragraph 6 of the Declarations:

"(p) Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or By-Laws,

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the determination thereof by the Board shall be final and binding on each and all of such Unit Owners."

4. The following shall be added as subparagraph (q) to Article V, paragraph 6 of the Declarations.

✓ "(q) Damage by Unit Owner. If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance."

5. The following shall be added as subparagraph (r) to Article V, paragraph 6 of the Declarations:

✓ "(r) Liability of the Board. The members of the Board and its officers shall not be personally liable to the Owners or others for an mistake of judgment or for any acts or omissions made in good faith. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers, against all contractual liability to others arising out of contracts made by them or any of them on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Owner arising out of any such contract or out of the aforesaid indemnity, to the extent not covered by insurance, shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements."

6. The following shall be added as paragraph 10 to Article VIII of the Declarations:

✓ "10. In any proposed transfer falling within the terms of this Article VIII, the transferor, or his representative, shall provide to the Board upon demand, a copy of the instrument of transfer, the name, address and financial and character references of the proposed transferee and such other information concerning the proposed transferee as the Board may reasonably require."

7. The following shall be added as paragraph 11 to Article VIII of the Declarations:

✓ "11. Miscellaneous. If a proposed sale, lease, devise or gift of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner

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with respect to such Unit Ownership as provided in this Declaration, and in the case of a lease, said lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Unit Ownership. If any sale, lease, devise or gift of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, lease, devise or gift shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, lease, devise or gift shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same."

8. The following shall be added as paragraph 3 to Article XI of the Declarations:

"3. Forcible Entry and Detainer. In addition to anything herein contained, if any Owner (either by his own act or omission or by the act or omission of any Occupant of his Unit) is in default in the performance of his obligations under the Act, as amended and in force from time to time, or this Declaration, or the rules or regulations of the Board, the Board, or its agents, on behalf of and for the benefit of all other Owners, shall have the following rights and powers:

(a) to terminate the defaulting Owner's rights to continue as an Owner and to continue to use and occupy or control his Unit, and to enter upon the Unit of such Owner and take possession thereof on ten (10) days prior to written notice; and

(b) if such default is the failure or refusal of the Owner of such Unit to pay, when due, his proportionate share of the common expenses and the Owner withholds possession of his Unit after demand by the Board, or its agents, in writing setting forth the amount claimed, the Board, or its agents, in addition to all other rights and remedies provided herein or by law in like cases, may maintain action for possession of such Unit in the manner described in the Forcible Entry and Detainer Act of Illinois, as amended from time to time."

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## EXHIBIT A

### Legal Description

Lot 1 (except the West 154 feet thereof, and also except that part lying East of a line drawn from a point on the North line of said Lot 1, said point being 378.75 feet East of the Northwest corner of said Lot 1 to a point on the South line of said Lot 1, said point being 382.54 feet East of the Southwest corner of said Lot 1) in Block 6 in Birchwood Beach, according to the plat thereof recorded August 27, 1890, as Document No. 1326212 in Book 42 of Plats, page 39, in Section 29, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

<b>PIN</b>	<b>Address</b>	<b>Unit</b>	<b>% of Ownership</b>
11-29-308-018-1001	1321 W Birchwood Ave	102	.02137
11-29-308-018-1002	1321 W Birchwood Ave	103	.02137
11-29-308-018-1003	1321 W Birchwood Ave	104	.02985
11-29-308-018-1004	1321 W Birchwood Ave	105	.03045
11-29-308-018-1005	1321 W Birchwood Ave	106	.02197
11-29-308-018-1006	1321 W Birchwood Ave	107	.02137
11-29-308-018-1007	1321 W Birchwood Ave	108	.02137
11-29-308-018-1008	1321 W Birchwood Ave	109	.02137
11-29-308-018-1009	1321 W Birchwood Ave	110	.02137
11-29-308-018-1010	1321 W Birchwood Ave	201	.02269
11-29-308-018-1011	1321 W Birchwood Ave	202	.02233
11-29-308-018-1012	1321 W Birchwood Ave	203	.02233
11-29-308-018-1013	1321 W Birchwood Ave	204	.03104

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11-29-308-018-1014	1321 W Birchwood Ave	205	.03164
11-29-308-018-1015	1321 W Birchwood Ave	206	.02293
11-29-308-018-1016	1321 W Birchwood Ave	207	.02197
11-29-308-018-1017	1321 W Birchwood Ave	208	.02197
11-29-308-018-1018	1321 W Birchwood Ave	209	.02197
11-29-308-018-1019	1321 W Birchwood Ave	210	.02197
11-29-308-018-1020	1321 W Birchwood Ave	211	.02233
11-29-308-018-1021	1321 W Birchwood Ave	301	.02269
11-29-308-018-1022	1321 W Birchwood Ave	302	.02233
11-29-308-018-1023	1321 W Birchwood Ave	303	.02233
11-29-308-018-1024	1321 W Birchwood Ave	304	.03104
11-29-308-018-1025	1321 W Birchwood Ave	305	.03164
11-29-308-018-1026	1321 W Birchwood Ave	306	.02233
11-29-308-018-1027	1321 W Birchwood Ave	307	.02197
11-29-308-018-1028	1321 W Birchwood Ave	308	.02197
11-29-308-018-1029	1321 W Birchwood Ave	309	.02197
11-29-308-018-1030	1321 W Birchwood Ave	310	.02197

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11-29-308-018-1031	1321 W Birchwood Ave	311	.02233
11-29-308-018-1032	1321 W Birchwood Ave	401	.02269
11-29-308-018-1033	1321 W Birchwood Ave	402	.02233
11-29-308-018-1034	1321 W Birchwood Ave	403	.02233
11-29-308-018-1035	1321 W Birchwood Ave	404	.03104
11-29-308-018-1036	1321 W Birchwood Ave	405	.03164
11-29-308-018-1037	1321 W Birchwood Ave	406	.02293
11-29-308-018-1038	1321 W Birchwood Ave	407	.02197
11-29-308-018-1039	1321 W Birchwood Ave	408	.02197
11-29-308-018-1040	1321 W Birchwood Ave	409	.02197
11-29-308-018-1041	1321 W Birchwood Ave	410	.02197
11-29-308-018-1042	1321 W Birchwood Ave	411	.02233