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**This Document Prepared By and
After Recording Return To:**

Kostas L. Cios
Stotis & Baird Chartered
200 W. Jackson Blvd.
Suite 1050
Chicago, IL. 60606

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Karen A. Yarbrough
Cook County Recorder of Deeds
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**SECOND AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

This SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Second Amendment**") is made as of the 2nd day of October, 2015, by and between NORTSHORE UNIVERSITY HEALTHSYSTEM formerly known as Evanston Northwestern Healthcare corporation, an Illinois not-for-profit corporation ("**NUH**"), and 6810 McCORMICK, LLC, an Illinois limited liability company ("**Declarant**").

RECITALS:

A. Declarant is the current legal title holder of a parcel of land in Lincolnwood, Illinois, legally described on attached Exhibit A ("**Lot 1**").

B. NUH is the current legal title holder of a parcel of land adjacent to Lot 1, which parcel is legally described on attached Exhibit B ("**Lot 2**").

C. Lot 1 and Lot 2 are subject to a Declaration of Easements, Covenants, Conditions and Restrictions dated as of June 28, 2000 and recorded with the office of the Recorder of Cook County, Illinois on October 12, 2001 as document 0010949645 (the "**Initial Declaration**"), as amended by that certain Amendment To Declaration of Easements, Covenants, Conditions and Restrictions dated as of April 11, 2003 and recorded with the office of the Recorder of Cook County, Illinois on May 6, 2003 as document 0312631073 (the "**First Amendment**"). The Initial Declaration and the First Amendment shall collectively be referred to as the "**Declaration**").

D. The parties desire to modify the Declaration, as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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ARTICLE 1. AMENDMENT TO USE RESTRICTIONS

1.1 **Amendment to Section 2(b) of Initial Declaration.** Section 2(b) of the Initial Declaration is hereby amended as follows:

The words “*exercise or health club, gym*” in line 6 of Section 2(b) of the Initial Declaration is hereby deleted and the following is added as a new sentence at the end of Section 2(b): “No owner shall permit its lot to be used for the purpose of an exercise or health club, or gym (collectively the “**Fitness Uses**”) unless, in each case, such Fitness Uses occupy in the aggregate (when combined with all other Fitness Uses on its lot) less than 32,001 square feet and provided the owner on whose lot such use is allowed maintains on-site parking on its lot (without reliance on the other owner’s lot, and in the case of Fitness Use on Lot 1, without reliance on the ten (10) Offsite Parking spaces located on Lot 1 for which the owner of Lot 2 has an exclusive use easement pursuant to the First Amendment) sufficient to comply with all zoning requirements applicable to such use (as may be adjusted by ordinance, variance or other municipal relief) plus the number of parking spaces required by the applicable zoning code for all other uses conducted from time to time on the lot (as may be adjusted by ordinance, variance or other municipal relief).”

For purposes of clarity, the effect of the foregoing amendment to Section 2(b) shall be to allow and permit the owners of Lot 1 or Lot 2 to use or occupy, or allow third parties to use or occupy, their respective lots for purposes of an exercise or health club or gym provided the square footage limitations and parking requirements set forth above are met.

ARTICLE 2. CONDITIONAL USE RESTRICTION OF LOT 1

2.1 **Conditional Use Restriction Affecting Lot 1.** From the date of this Second Amendment thru the Expiration Date (as hereinafter defined), the owner of Lot 1 shall not permit Lot 1 to be used or occupied for medical or physician office purposes or for the purpose of providing related healthcare services including clinical, diagnostic, therapeutic, laboratory and medical testing services: provided the foregoing shall not prohibit dental or optometry offices. The “Expiration Date”, when used herein, shall mean the date upon which Lot 2 shall be occupied in whole (i.e. in its entirety) by any use other than medical and physician offices and related healthcare services, it being agreed that so long as any portion of Lot 2 is used for medical and physician office and related healthcare purposes, the restriction shall apply.

ARTICLE 3. NOTICE

3.1 The current address for notice under Section 5 of the Initial Declaration shall be as follows:

Declarant: 6810 McCormick LLC
c/o Michael Bousis and Cermak Produce
1250 N. Lake Street
Aurora, IL. 60504

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With Copy To: Stotis & Baird Chartered
 c/o Kostas L. Cios
 200 W. Jackson Blvd.
 S-1050
 Chicago, IL. 60606

NUH: NorthShore University HealthSystem
 1301 Central Street
 Evanston, Illinois 60201
 Attn: Treasurer

With Copy To: Colliers International
 1000 Central Street, Suite 105
 Evanston, Illinois 60201
 Attn: Property Manager

ARTICLE 4. MISCELLANEOUS

4.1 **Estoppel Certificate.** Each party shall, from time to time upon not less than ten (10) days prior written notice from the other party, execute, acknowledge and deliver to the other party an estoppel certificate certifying (a) that this Agreement is in full force and effect and has not been modified except as disclosed in the certificate and (b) to the certifying parties knowledge, that there are no uncured defaults on the part of the other party hereunder (or specifying such defaults if any are claimed).

4.2 **Assessment Waiver.** Each party acknowledges that to date the owner of Lot 1 has not invoiced the owner of Lot 2 for the assessments contemplated under Section 4(d) of the Initial Declaration and Section 1.2(b) of the First Amendment. In consideration of NUH, as the owner of Lot 2, entering into this Second Amendment, Declarant, as the owner of Lot 1, on its own behalf and on behalf of its successors and assigns, hereby waives any and all right to assess and/or collect from NUH, as the owner of Lot 2, any amounts which have accrued and may be otherwise payable by the owner of Lot 2 under the Declaration prior to the date hereof including, without limitation, amounts payable under Section 4(d) of the Initial Declaration and Section 1.2(b) of the First Amendment, excepting the sum of Six Thousand Two Hundred and Sixty-six and 68/100 dollars (\$6,266.68), which amount shall be paid by the owner of Lot 2 to the owner of Lot 1 within five business days after the full execution and delivery of this Second Amendment in satisfaction of the full amount due under the Declaration for the 2015 calendar year (i.e. \$5,000 under Section 1.2(b) of the First Amendment and \$1,266.68 under Section 4(d) of the Initial Declaration). The foregoing shall not prevent the owner of Lot 1 from assessing the owner of Lot 2 for amounts which first accrue under such provisions of the Declaration after the date hereof commencing with the 2016 calendar year assessments due on January 1, 2016; provided hereafter, any amounts which are not invoiced to the owner of Lot 2 within one (1) year after the same become payable under the Declaration, shall automatically be deemed waived.

4.3 **Capitalized Terms.** Capitalized terms used but not defined in this Second Amendment shall have the same meanings for purposes hereof as provided in the Declaration.

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4.4 **NorthShore Name Change.** All references in the Declaration to ENH as the owner of Lot 2 shall be changed to NUH.

4.5 **No Other Modifications.** Except as modified by this Second Amendment, the Declaration shall remain in full force and effect.

4.6 **Counterparts.** This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one completed document.

4.7 **Severability.** Invalidation of any provision contained in this Second Amendment or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

4.8 **Captions.** The captions preceding the text of each article and section herein are included for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Second Amendment.

4.9 **Applicable Law.** This Second Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

[Signatures on following pages]

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EXHIBIT "A"

LEGAL DESCRIPTION OF LOT 1

Lot 1 in the Bell & Howell Subdivision, the plat of which was recorded September 26, 2001 as Document No. 0010897332 being a subdivision in the Northeast $\frac{1}{4}$ of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: McCormick and Pratt, Lincolnwood, Illinois

Property Index Number: 10-35-203-009-0000

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EXHIBIT "B"

LEGAL DESCRIPTION OF LOT 2

Lot 2 in the Bell & Howell Subdivision, the plat of which was recorded September 26, 2001 as Document No. 0010897332 being a subdivision in the Northeast $\frac{1}{4}$ of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: McCormick and Pratt, Lincolnwood, Illinois

Property Index Number: 10-35-203-010-0000