

UNOFFICIAL COPY



1722155012

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR LOHR PARK CONDOMINIUMS

Doc# 1722155012 Fee \$68.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/09/2017 12:49 PM PG: 1 OF 16

This First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums ("Amendment"), is made and entered into this 17th day of July, 2017 by Lohr Park Condominium, an Illinois not-for-profit corporation ("Association") and is an amendment to that certain Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums recorded in the office of the Cook County Recorder of Deeds as Document No. 24070286 as may have been amended from time to time ("Declaration").

WITNESSETH:

WHEREAS, the Declaration has submitted certain real property located in the City of Evanston, Cook County, Illinois, to the provisions of the Illinois Condominium Property Act ("Act"), such condominium being known as the Lohr Park Condominiums, which real property is legally described in Exhibit A (incorporated herein and attached hereto); and

WHEREAS, the Association administers the property as set forth and described in the Declaration; and

WHEREAS, pursuant to Article XII, Section 12.8 of the Declaration, the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board and by Unit Owners having at least three fourths (3/4) of the total votes and containing an affidavit by an officer of the Board certifying that a copy of the

THIS DOCUMENT PREPARED BY AND
UPON RECORDING, PLEASE **MAIL TO:**
Charles T. VanderVennet
Law Office of Charles T. VanderVennet, P.C.
85 West Algonquin Road, Suite 425
Arlington Heights, Illinois 60005

UNOFFICIAL COPY

change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership no less than ten (10) days prior to the date of such affidavit; and

WHEREAS, this Amendment has been signed and acknowledged by the Board and by Unit Owners having at least three fourths (3/4) of the total votes and contains an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership no less than ten (10) days prior to the date of such affidavit.

NOW, THEREFORE, the Association hereby declares that the Declaration be and hereby is amended by deleting Article VII, Section 7.15 of the Declaration in its entirety and replacing it with the following:

7.15 (a) The Board shall provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. The following terms shall apply to how such services are to be provided:

- (i) The Owners of Units 1, 2, 5 and 6, respectively, each shall be responsible for the care, maintenance, repair, upkeep and replacement of their respective Buildings (including the Common Elements situated therein) and the Limited Common Elements assigned to their Units. Except as otherwise provided in Section 7.15(a)(iii) below, (a) the Owners of Units 3 and 4 each shall be jointly and severally responsible for the care, maintenance, repair, upkeep and replacement of the Building (including the Common Elements situated therein) in which their respective Units are located and the Limited Common Elements assigned to their Units; and (b) the Owners of Units 7 and 8 each shall be jointly and severally responsible for the care, maintenance, repair, upkeep and replacement of the Building (including the Common Elements situated therein) in which their respective Units are located and the Limited Common Elements assigned to their Units. As used in this Section 7.15, the term "care, maintenance, repair, upkeep and replacement" means that such Building and Limited Common Elements shall be maintained continuously in a good, sightly and sound condition. Such activity shall be referred to herein as "Work".
- (ii) All Work shall be conducted at the direction of and within guidelines set forth in Rules and Regulations adopted by the Board from time to time. Said guidelines may establish requirements for contractors and contract terms applicable to various projects. The Board may

UNOFFICIAL COPY

designate an approved contractor for the Work. For any Work that is not covered by specific guidelines, the Owner must obtain Board approval in advance of undertaking the Work. All Work must be performed by licensed and fully insured (including, but not limited to liability and workers compensation insurance) vendors.

- (iii) Each Owner shall bear the full financial responsibility for the Work. In the cases of Units 3 and 4 and of Units 7 and 8, the costs shall be shared equally except that, for Work related only to a part of the Building that directly affects the Unit of only one of the Owners, the cost will be borne solely by that Owner; provided, however, that the roof of the Building shall be deemed to be the joint and shared responsibility of both Owners. In the event that agreement about any aspect of the Work cannot be reached between the Owners of Units situated in the same Building, the Board shall determine what Work is to be done, how it is to be accomplished and how it is to be funded. Each Owner shall submit to the Association proof of full payment for all such Work and shall hold the Association harmless for any and all claims of any sort (including, but not limited to, workers compensation and mechanic lien claims) that arise as a result of the Work or in the event of non-payment. Guidelines established by the Board may include a requirement for submission of proof of full payment or waivers of lien for all labor and materials involved in any Work.
- (iv) The Board may, by written notice to any Owner or Owners, require such Owner or Owners to undertake such Work as shall be, in the sole opinion of the Board, necessary or advisable to satisfy the requirements of this Section 7.15. If the Owner or Owners shall fail or refuse to perform the Work specified in such notice within a reasonable time after receipt thereof, the Board may contract for the performance of such Work and may pay the cost thereof as a Common Expense. In the event the Board shall so pay the cost of any such Work, the Board shall levy a special assessment upon the Owner or Owners responsible for such cost in an amount equal to the costs paid by the Board. Any special assessment so levied shall be a lien upon the Unit Ownership of the Owner or Owners and shall be due and payable immediately with interest until paid as established by the Board at a rate not to exceed 18% per annum.
- (v) As to the care, maintenance, repair, upkeep and replacement of the Parking Garage, each Owner shall be responsible for the full cost incurred by the Board related to the garage door, door frame and door

UNOFFICIAL COPY

opener serving the vehicle space assigned to the Owner. All costs incurred by the Board related to the roof, siding, gutters and other components related to the structural integrity of the Parking Garage shall be allocated to each Owner on an equal basis; provided, however, that costs incurred to address drainage issues that originate beyond the perimeter of the garage walls shall be paid from the common expense assessment or charged to each Owner by special assessment on the basis of the Unit's assigned percentage of ownership interest.

- (vi) The Board shall be responsible for the care, maintenance, repair, upkeep and replacement of the asphalt walkways that are contiguous to a Unit. Cost incurred for that activity shall be paid from the common expense assessment. For those Units where the asphalt walkways are replaced with brick or some other material as approved by the Board, the Owner shall be responsible for all costs incurred for the care, maintenance, repair, upkeep and replacement of that portion of the walkway.
- (vii) Those Owners who elect to maintain planting beds in the Limited Common Elements contiguous to their respective Units shall pay for all costs related to the upkeep of those planting beds. The landscaping in the Limited Common Elements contiguous to the Units of those Owners who elect not to maintain planting beds shall be provided by the Board and funded from the common expense assessment.

(b) Each Owner shall furnish and be responsible, at his or her sole cost and expense, for any and all care, maintenance, repair, upkeep and replacement of his or her Unit including, without limitation, all internal installations such as furnaces, air conditioners, humidifiers, refrigerators, ranges, other kitchen appliances and lighting, electrical and plumbing fixtures and any portion of any other utility service facilities situated entirely within a Unit and serving only that Unit. Each Unit must be kept in good, clean order and repair. Each Owner must maintain and pay for such utility services as may be separately metered or billed to each Unit. Should an Owner allow such utility services to be discontinued, the Association may, but shall have no obligation to, cause the utility services to be resumed and charge to the Owner any and all costs and expense incurred in connection therewith.

(c) Except as otherwise expressly provided in the Declaration, no additions, alterations or improvements shall be made by an Owner to any part of the Common Elements (including the Limited Common Elements), and no

UNOFFICIAL COPY

additions, alterations or improvements shall be made by an Owner to his or her Unit where such activity alters a bearing wall or partition, configuration, ceiling, perimeter doors or windows or floor load or otherwise affects the structure of the Unit or the structural integrity or systems of the Building or increases the cost of insurance required to be carried by the Board hereunder, without the prior written consent of the Board and then only in accordance with Rules and Regulations adopted by the Board from time to time. Further, any addition, alteration or improvement of a Unit by the Owner that shall affect the structure of the Unit or the Common Elements or shall affect the structural integrity of the Building, shall conform to all drawings and/or other documentation prepared or reviewed and approved by an architectural or engineering firm selected by the Association. The Owner shall pay or reimburse the Association for the cost of such drawings and/or other documentation or review and approval. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner on the Owner's agreement either to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or to pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration or improvement. If the Owner makes an addition, alteration or improvement without the prior written consent of the Board, then the Board may, in its sole discretion, take any of the following actions, which actions shall not be exclusive of other remedies available to the Board:

- (i) Require the Owner to remove the addition, alteration or improvement and restore the Property to its previously existing condition, all at the Owner's sole cost and expense; or
- (ii) If the Owner refuses or fails to properly perform the work required under clause (a) above, the Board may cause the work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- (iii) Ratify the action taken by the Owner and the Board may (but shall not be obligated to) condition such ratification on the same conditions that it may impose on the giving of its prior consent.

(d) Any improvements to the Limited Common Elements shall be limited to patios abutting the Building, low seating, walls, plantings, bushes, trellis works, awnings and privacy walls or fences surrounding the patios. No patio surface shall exceed two hundred fifty (250) square feet. No privacy wall or fence shall extend over four (4) feet in height without the prior written consent of the Board. Any fence shall be of wood, masonry, wrought iron or a material approved by the Board. All materials used in the construction of such improvements shall

UNOFFICIAL COPY

be consistent with the architectural treatment and aesthetics of the Building to which such improvements pertain.

* * * * *

This First Amendment shall become effective upon recordation in the office of the Cook County Recorder of Deeds. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned, being the President and the Secretary of the Lohr Park Condominium and all of the Board Members have duly executed this First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums on this 17th day of July, 2017.

LOHR PARK CONDOMINIUM,
an Illinois not-for-profit corporation

By: Stanley Weiss
President ***

ATTEST

Katie A. Volk
Secretary ***

(SEAL)

BOARD MEMBERS:

[Signature]

Maureen McNichols

[Signature]

[Signature]

Peter J. [Signature]

Merton X. O'Connell

*** also signing as Board Members

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Katie Volk, hereby certify that I am the duly elected and qualified Secretary of the Lohr Park Condominium and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums has been signed and acknowledged by the President and Secretary of the Board, signed and acknowledged by the Board and by Unit Owners having at least three fourths (3/4) of the total votes all in the exercise of the power and authority conferred upon and vested in them by the Declaration.

I further certify that a copy of the attached First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership no less than ten (10) days prior to the date of such affidavit.

Dated at Evanston, Illinois this 7th day of AUGUST, 2017.

Katie Volk
Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

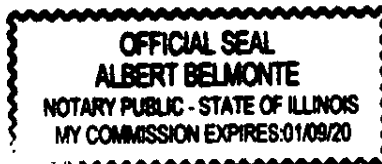
I, ALBERT BELMONTE, a Notary Public in and for said county in the state aforesaid, do hereby certify that the aforesaid officer of the Lohr Park Condominium, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he/she signed, sealed and delivered the same instrument as his/her free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this 7 day of AUGUST, 2017.

My commission expires:
11/09/2020

Albert Belmonte
Notary Public

LOHR PARK CONDOMINIUM
Declaration Amendment (Maintenance Responsibilities)
First Amendment v2



UNOFFICIAL COPY

Exhibit A

Legal Description

Units 1 through 8 in the Lohr Park Condominium, as delineated and defined in the Declaration recorded as Document Number 24070286 as amended from time to time, in section 18, Township 41 north, Range14, East of the Third Principal Meridian, in Cook County, Illinois

UNIT	PIN	Commonly known as (for informational purposes only)
1	11-18-320-010-1001	1400 OAK AVE EVANSTON, IL 60201-4207
2	11-18-320-010-1002	1402 OAK AVE EVANSTON, IL 60201-4207
3	11-18-320-010-1003	1404 OAK AVE EVANSTON, IL 60201-4207
4	11-18-320-010-1004	1406 OAK AVE EVANSTON, IL 60201-4207
5	11-18-320-010-1005	1408 OAK AVE EVANSTON, IL 60201-4207
6	11-18-320-010-1006	1410 OAK AVE EVANSTON, IL 60201-4207
7	11-18-320-010-1007	1412 OAK AVE EVANSTON, IL 60201-4207
8	11-18-320-010-1008	1414 OAK AVE EVANSTON, IL 60201-4207

UNOFFICIAL COPY

APPROVAL

I/We, the undersigned Owner(s) of record in Lohr Park Condominium, hereby acknowledge my/our understanding of the contents and effect of and my/our approval of the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums by my/our signature(s) below.

Dated: 7/15, 20117

Unit Address: 1400 Oak Avenue
Evanston, IL 60201

Owner(s):

Sign: Maureen McNichols

Print: Maureen McNichols

Sign: _____

Print: _____

OFFICE USE ONLY:

Percentage of Ownership Interest
Assigned to Unit

11 %

Please return this form to:

**Lohr Park Condominium
c/o Mr. Eric Paset
1402 Oak Avenue
Evanston, Illinois 60201**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

APPROVAL

I/We, the undersigned Owner(s) of record in Lohr Park Condominium, hereby acknowledge my/our understanding of the contents and effect of and my/our approval of the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums by my/our signature(s) below.

Dated: July 15, 2017

Unit Address: 1402 Oak Avenue
Evanston, IL 60201

Owner(s):

Sign: Eric Paset

Print: Eric Paset

Sign: Katie A. Volk

Print: KATIE A VOLK

OFFICE USE ONLY:

Percentage of Ownership Interest
Assigned to Unit

11 %

Please return this form to:

**Lohr Park Condominium
c/o Mr. Eric Paset
1402 Oak Avenue
Evanston, Illinois 60201**

UNOFFICIAL COPY

APPROVAL

I/We, the undersigned Owner(s) of record in Lohr Park Condominium, hereby acknowledge my/our understanding of the contents and effect of and my/our approval of the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums by my/our signature(s) below.

Dated: July 15, 2017

Unit Address: 1404 Oak Avenue
Evanston, IL 60201

Owner(s):

Sign: Stanley Weiss

Print: STANLEY WEISS

Sign: Betty Weiss

Print: BETTY WEISS

OFFICE USE ONLY:

Percentage of Ownership Interest
Assigned to Unit

22 %

Please return this form to:

**Lohr Park Condominium
c/o Mr. Eric Paset
1402 Oak Avenue
Evanston, Illinois 60201**

UNOFFICIAL COPY

APPROVAL

I/We, the undersigned Owner(s) of record in Lohr Park Condominium, hereby acknowledge my/our understanding of the contents and effect of and my/our approval of the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums by my/our signature(s) below.

Dated: July 16, 2017

Unit Address: 1406 Oak Avenue
Evanston, IL 60201

Owner(s):

Sign: [Signature]

Print: JACQUELINE HENDERSON

Sign: [Signature]

Print: HENRY HENDERSON

OFFICE USE ONLY:

Percentage of Ownership Interest
Assigned to Unit

22 %

Please return this form to:

**Lohr Park Condominium
c/o Mr. Eric Paset
1402 Oak Avenue
Evanston, Illinois 60201**

UNOFFICIAL COPY

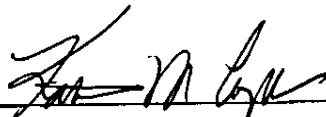
APPROVAL

I/We, the undersigned Owner(s) of record in Lohr Park Condominium, hereby acknowledge my/our understanding of the contents and effect of and my/our approval of the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums by my/our signature(s) below.

Dated: July 13, 2017

Unit Address: 1408 Oak Avenue
Evanston, IL 60201

Owner(s):

Sign: 

Print: Kathleen M Coughlin

Sign: N/A

Print: _____

OFFICE USE ONLY:
Percentage of Ownership Interest
Assigned to Unit

11 %

Please return this form to:

**Lohr Park Condominium
c/o Mr. Eric Paset
1402 Oak Avenue
Evanston, Illinois 60201**

UNOFFICIAL COPY

APPROVAL

I/We, the undersigned Owner(s) of record in Lohr Park Condominium, hereby acknowledge my/our understanding of the contents and effect of and my/our approval of the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums by my/our signature(s) below.

Dated: July 12, 2017

Unit Address: 1410 Oak Avenue
Evanston, IL 60201

Owner(s):

Sign: 

Print: Peter Gann

Sign: 

Print: Wendy Pollack

OFFICE USE ONLY:

Percentage of Ownership Interest
Assigned to Unit

11 %

Please return this form to:

**Lohr Park Condominium
c/o Mr. Eric Paset
1402 Oak Avenue
Evanston, Illinois 60201**

UNOFFICIAL COPY

APPROVAL

I/We, the undersigned Owner(s) of record in Lohr Park Condominium, hereby acknowledge my/our understanding of the contents and effect of and my/our approval of the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums by my/our signature(s) below.

Dated: July 14, 2017

Unit Address: 1412 Oak Avenue
Evanston, IL 60201

Owner(s):

Sign: Mary D. Tobin

Print: Mary D. Tobin

Sign: _____

Print: _____

OFFICE USE ONLY:

Percentage of Ownership Interest
Assigned to Unit

6 %

Please return this form to:

**Lohr Park Condominium
c/o Mr. Eric Paset
1402 Oak Avenue
Evanston, Illinois 60201**

UNOFFICIAL COPY

APPROVAL

I/We, the undersigned Owner(s) of record in Lohr Park Condominium, hereby acknowledge my/our understanding of the contents and effect of and my/our approval of the First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lohr Park Condominiums by my/our signature(s) below.

Dated: July 16, 2019

Unit Address: 1414 Oak Avenue
Evanston, IL 60201

Owner(s):

Sign: Mary Ann O'Meara

Print: MARY ANN O'MEARA

Sign: Norton K. O'Meara

Print: NORTON K. O'MEARA

OFFICE USE ONLY:

Percentage of Ownership Interest
Assigned to Unit

6 %

Please return this form to:

**Lohr Park Condominium
c/o Mr. Eric Paset
1402 Oak Avenue
Evanston, Illinois 60201**