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**EIGHTH AMENDMENT TO
DECLARATION OF
CONDOMINIUM
PURSUANT TO THE ILLINOIS
CONDOMINIUM PROPERTY
ACT FOR THE PARK MONROE
CONDOMINIUM HOMES**

**COMBINATION OF UNITS
4003 AND 4004**

**(AFFECTS PERCENTAGE
OWNERSHIP INTERESTS)**

Doc# 1801829007 Fee \$116.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/18/2018 10:10 AM PG: 1 OF 16

This Eighth Amendment to Declaration of Condominium Pursuant to the Illinois Condominium Property Act for The Park Monroe Condominium Homes made by the Board of Managers (the "Board") of The Park Monroe Condominium Homes Association (the "Association") as of the 2nd day of January, 2018:

WITNESSETH:

WHEREAS, the property described on Exhibit 1 hereto was submitted to the provisions of the Illinois Condominium Property Act by a Declaration of Condominium Pursuant to the Illinois Condominium Property Act for the Park Monroe Condominium Homes recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 29, 2008 as Document No. 0836410027 (as amended, the "Declaration").

WHEREAS, Units 4003 and 4004 in the Association (the "Affected Units") are owned by Sheila A. Penrose and R. Ernest Mahaffey (collectively, the "Affected Owners").

WHEREAS, the Affected Owners have made written application to the Board, pursuant to Section 31 of the Illinois Condominium Property Act, requesting an amendment to the Declaration (a) to combine the Affected Units into a single unit to be designated "Unit 4003-4004", and (b) to grant Unit 4003-4004 the exclusive right to use as a limited common element that portion of the 40th floor Common Element hallway depicted on Exhibit 2 hereto (the "LCE Hallway").

WHEREAS, the LCE Hallway is adjacent to Units 4003 and 4004, and not necessary or practical for use by the owners of any Units other than the Affected Owners.

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

DAVID SUGAR
SAUL EWING ARNSTEIN & LEHR LLP
161 N. CLARK STREET, SUITE 4200
CHICAGO, IL 60601

COMMON ADDRESS:

65 EAST MONROE STREET
CHICAGO, ILLINOIS 60603

PINs: 17-15-103-034-1001 THROUGH
17-15-103-034-1398

RECORDING FEE 116.00

DATE 1-18-18 COPIES 6

OK BY RC

FIDELITY NATIONAL TITLE 2017021005 202

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WHEREAS, each of the Affected Owners has joined in this Amendment to evidence their consent to the terms hereof.

WHEREAS, this Amendment to the Declaration is being made by the Board pursuant to authority granted by Section 31 of the Illinois Condominium Property Act.

NOW, THEREFORE, the Board amends the Declaration as follows:

1. Combination of Units. Units 4003 and 4004 are hereby combined into a single unit to hereafter be known as "Unit 4003-4004". All Limited Common Elements appurtenant to Unit 4003 and all Limited Common Elements appurtenant to Unit 4004 shall hereafter be deemed appurtenant to Unit 4003-4004.

2. Combination of Percentage Interest. The percentage interest in the Common Elements heretofore allocated to Unit 4003 in Exhibit C to the Declaration is 0.2919%, and the percentage interest in the Common Elements heretofore allocated to Unit 4004 in Exhibit C to the Declaration is 0.4884%, for a total of 0.7803%. Accordingly, Exhibit C to the Declaration is hereby amended to delete the references to Unit 4003 and Unit 4004, and to include a reference to Unit 4003-4004 with an allocated percentage interest in the Common Elements of 0.7803%.

3. Amendment of Plat of Survey. The Plat of Survey attached to the Declaration as Exhibit E is hereby amended by replacing sheet 18 thereof with amended sheet 18 attached hereto as Exhibit 2, which amended survey sheet reflects the combination of the Affected Units and depicts Unit 4003-4004.

4. LCE Hallway. The LCE Hallway is hereby designated a Limited Common Element appurtenant to Unit 4003-4004, subject to the terms and conditions set forth in this Amendment.

5. Payments to the Association. In addition to payment of all other common expense assessments, fees and charges, the Affected Owners shall: (a) concurrent with execution and delivery of this Amendment, pay the Association a one-time fee in the amount of Twenty-Five Thousand Dollars (\$25,000); (b) concurrent with execution and delivery of this Amendment, pay the Association Four Thousand Dollars (\$4,000.00) as reimbursement for legal fees incurred in connection with the preparation of this Amendment; and (c) on the first day of each month, commencing on February 1, 2018, a monthly fee in an amount equal to the sum of: (i) the product obtained by multiplying the total square footage of the LCE Hallway (which is 44.6 square feet) by the then-current monthly common expense assessment per square foot of Unit 4003-4004 (which amount as of February 1, 2018 is \$27.53), and (ii) the product obtained by multiplying 44.6 square feet by 1/12th of the then-current annual real estate taxes per square foot of Unit 4003-4004 (which amount as of February 1, 2018 is \$26.08).

6. LCE Hallway Modification Work. Subject to the terms and conditions of this Amendment to Declaration, the Association hereby approves the modifications to the LCE Hallway Described on Exhibit 3 hereto (the "LCE Hallway Modification Work"), subject to the following limitations, terms and conditions:

- (a) The Affected Owners shall submit to Association detailed plans and specifications (the "Plans and Specifications") for all aspects of the LCE Hallway Modification Work (including demolition work) and shall not commence any LCE Hallway Modification Work without the

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prior written approval of Association of such Plans and Specifications, which approval shall not be unreasonably withheld or delayed. Except as set forth in the Plans and Specifications, no other or further modifications shall be made in or to the LCE Hallway without the prior written approval of the Association's Board of Directors.

- (b) The Affected Owners shall furnish the Association with certification from a licensed architect or engineer that the LCE Hallway Modification Work, if performed in accordance with the Plans and Specifications, will conform to all applicable governmental statutes, ordinances and codes, and will not cause any structural impairment to the building or damage to the mechanical, electrical, heating, ventilating or air conditioning systems thereof.
- (c) All LCE Hallway Modification Work shall be performed in conformity with the Plans and Specifications, in a good and workmanlike manner, in conformity with Association's rules, and in conformity with all governmental statutes, ordinances and codes. Any new doors and doorframes shall be the building standard corridor entry door and building standard single-door doorframe. The Affected Owners shall complete the LCE Hallway Modification Work within ninety (90) days after commencement thereof. No LCE Hallway Modification Work shall be performed on Saturdays, Sundays, holidays or before 8:30 a.m. or after 4:30 p.m. Owner's contractors shall only use elevators designated by Association and shall keep the condominium property free and clear of all debris. Materials and supplies shall be stored only in Unit 4003-4004. All LCE Hallway Modification Work shall be performed in a manner reasonably calculated to result in the minimum inconvenience to other residents of the condominium property. Association and its agents and employees shall have the right to inspect the LCE Hallway and the LCE Hallway Modification Work at reasonable times during working hours and upon prior notice, solely for the purpose of ascertaining that the construction is being completed in accordance with the terms of this Amendment and the Plans.
- (d) Existing hallway light fixtures in the LCE Hallway (if any) must be removed and delivered to the Association, and electrical service to the LCE Hallway shall be re-wired so that all electrical service to the LCE Hallway is charged to the electrical service account of the owner of Unit 4003-4004, and not to that of the Association.
- (e) The Affected Owners shall furnish the Association with copies of all building permits for the LCE Hallway Modification Work prior to commencement thereof.
- (f) The Affected Owners shall, upon the Association's request, promptly furnish Association with evidence satisfactory to Association of insurance policies carried by the Affected Owners and their general contractor and subcontractors insuring Association, its members and its agents and employees against any claims for injury to persons or property, or claims under workman's compensation or other similar statutes arising from or out of the LCE Hallway Modification Work.
- (g) The entire cost and expense of the LCE Hallway Modification Work shall be paid solely by the Affected Owners. The Affected Owners shall promptly pay (or promptly reimburse the Association for) any expenses incurred by the Association in connection with the LCE Hallway Modification Work.

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- (h) The Affected Owners shall not permit any mechanic's liens to be placed on the condominium property or any part thereof as a result of the LCE Hallway Modification Work, and in the event any such mechanic's lien is filed, the Affected Owners will promptly discharge same or provide Association with reasonable security against any such liens. If the Affected Owners fail to discharge any such liens or provide such reasonable security within sixty (60) days after written notice thereof from Association to the Affected Owners, Association may, at its option, pay said lien or any portion thereof without inquiry as to the validity thereof, and any amounts so paid by Association, including any expense incurred by Association in connection with said payment and interest thereon, shall be a lien on Unit 4003-4004 and shall be payable to Association on demand.
- (i) The Affected Owners shall pay the fees (if any) of the Association's consultants in reviewing the Plans and Specifications and inspecting the LCE Hallway Modification Work.
- (j) The Affected Owners shall maintain the LCE Hallway in good condition and repair, and use the LCE Hallway in accordance with the Association's Declaration, Bylaws, and Rules and Regulations.

7. Termination of LCE Designation; Restoration of LCE Hallway. The designation of the LCE Hallway as a Limited Common Element appurtenant to Unit 4003-4004 shall terminate upon (a) the occurrence of any breach by the Affected Owners of any of the terms, covenants or provisions of any provision of this Amendment, which breach continues uncured for ten (10) days after written notice from the Board to the Affected Owners, (b) any subdivision of Unit 4003-4004, or (c) any sale or lease of less than all of Unit 4003-4004. Within thirty (30) days after any such termination, the Affected Owners, at their sole cost and expense, shall (i) surrender possession of the LCE Hallway to the Association, (ii) remove from the LCE Hallway all property installed in, on, or attached to the common elements, (iii) restore the LCE Hallway to the condition it was in prior to this Amendment, which shall include, without limitation, restoration of all floor, wall and ceiling surface coverings, lighting fixtures and electrical service. If the Affected Owners do not timely and adequately restore the LCE Hallway, the Association may, but need not, make such restoration and the Affected Owners shall reimburse Association therefor on demand, with interest accruing on such amounts at the rate of 12% per annum from the date of demand through and including the date of reimbursement by Owner.

8. Binding Effect. The provisions of this instrument shall be binding upon and inure to the benefit of the parties hereto and all subsequent owners of Unit 4003-4004.

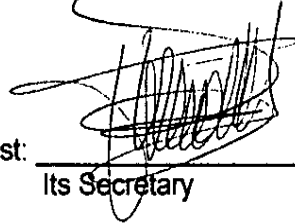
9. Continuation. Except as expressly modified herein, all terms and conditions of the Declaration (as heretofore amended) shall continue in full force and effect.

IT WITNESS WHEREOF, the Board has caused this Amendment to Declaration to be executed and delivered this 15 day of January, 2018.

**THE PARK MONROE CONDOMINIUM HOMES
ASSOCIATION**

By: 
Its President

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A handwritten signature in black ink, appearing to be "J. J. ...", written over a horizontal line.

Attest: _____
Its Secretary

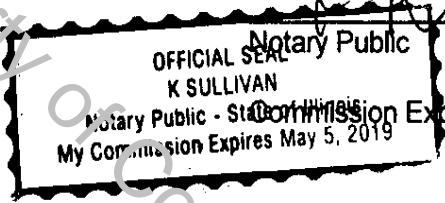
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, Kirk Sullivan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard Flich, President of The Park Monroe Condominium Homes Association and Tom Dewardt, Secretary of The Park Monroe Condominium Homes Association, personally appeared before me and signed the foregoing instrument as such officers on behalf of The Park Monroe Condominium Homes Association, as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on January 15, 2018.



Commission Expires: 5/5/19

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CONSENT OF OWNERS OF AFFECTED UNITS

The undersigned hereby certify that they are the owners of Units 4003 and 4004 in The Park Monroe Condominium Homes Association, that they have reviewed the Amendment to Declaration to which this Consent is attached, and agree to be bound by its terms.

Sheila A. Penrose by
JFF Rh agent

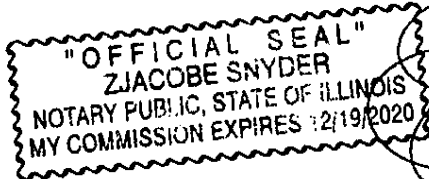
 Sheila A. Penrose
~~R. Ernest Mahaffey~~ by
JFF Rh agent

 R. Ernest Mahaffey

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

I, *Zi Jacobs Snyder*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sheila A. Penrose and R. Ernest Mahaffey, personally appeared before me and acknowledged that they signed the foregoing instrument, as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public on *January*, *16*, 2018.



Zi Jacobs Snyder
 Notary Public
 Commission Expires: *12/19/20*

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CONSENT OF MORTGAGEE

The Northern Trust Company as holder of a mortgage on Unit 4003 and Unit 4004 in The Park Monroe Condominium Homes Association does hereby consent to the above and foregoing Eighth Amendment to Declaration of Condominium Pursuant to the Illinois Condominium Property Act for The Park Monroe Condominium Homes

IN WITNESS WHEREOF, The Northern Trust Company has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf, all done on this 3 day of January, 2018.

THE NORTHERN TRUST COMPANY

By: Almeda Hatcher

Its SVP

Attest: [Signature]

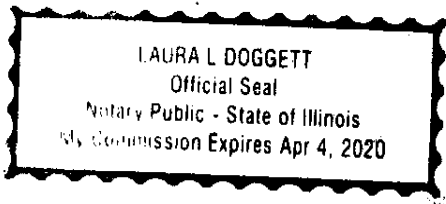
Its: 2nd VP

STATE OF IL)
COUNTY OF Cook) SS.

I, Laura Doggett, a Notary Public in and for said County and State, do hereby certify that Almeda Hatcher and Quinn Skony, the Senior Vice President and 2nd Vice President, respectively, of The Northern Trust Company as such Almeda Hatcher and Quinn Skony, appeared before me this day in person and acknowledged that they signed and delivered the foregoing Consent of Mortgagee as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3 day of January, 2018.

[Signature]
Notary Public



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EXHIBIT 1

(LEGAL DESCRIPTION)

THE PARK MONROE CONDOMINIUM HOMES AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED LAND:

PART OF LOTS 2, 3, 6 AND 7 (EXCEPT THE EAST 9 FEET OF THAT PART OF SAID LOT 6 LYING SOUTH OF THE NORTH 54 FEET OF SAID LOT 6 AND EXCEPT THE EAST 9 FEET OF THE NORTH ½ OF SAID LOT 7) IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH SUBLOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15 AFORESAID, ALL TAKEN AS A SINGLE TRACT OF LAND,

WHICH SURVEY IS ATTACHED AS EXHIBIT E TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0836410027, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK, COUNTY, ILLINOIS.

COMMON ADDRESS: 65 EAST MONROE STREET, CHICAGO, ILLINOIS 60603

PINs: 17-15-103-034-1001 THROUGH 17-15-103-034-1398

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EXHIBIT 2

(Amended Sheet 18 of Plat of Survey)

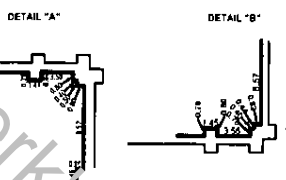
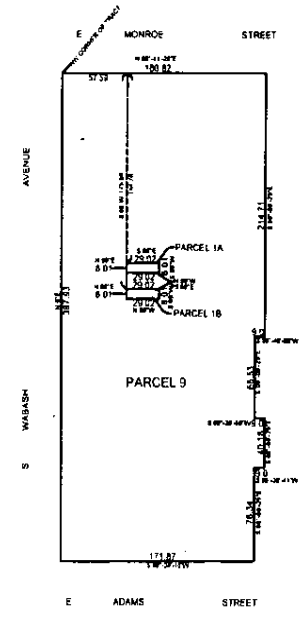
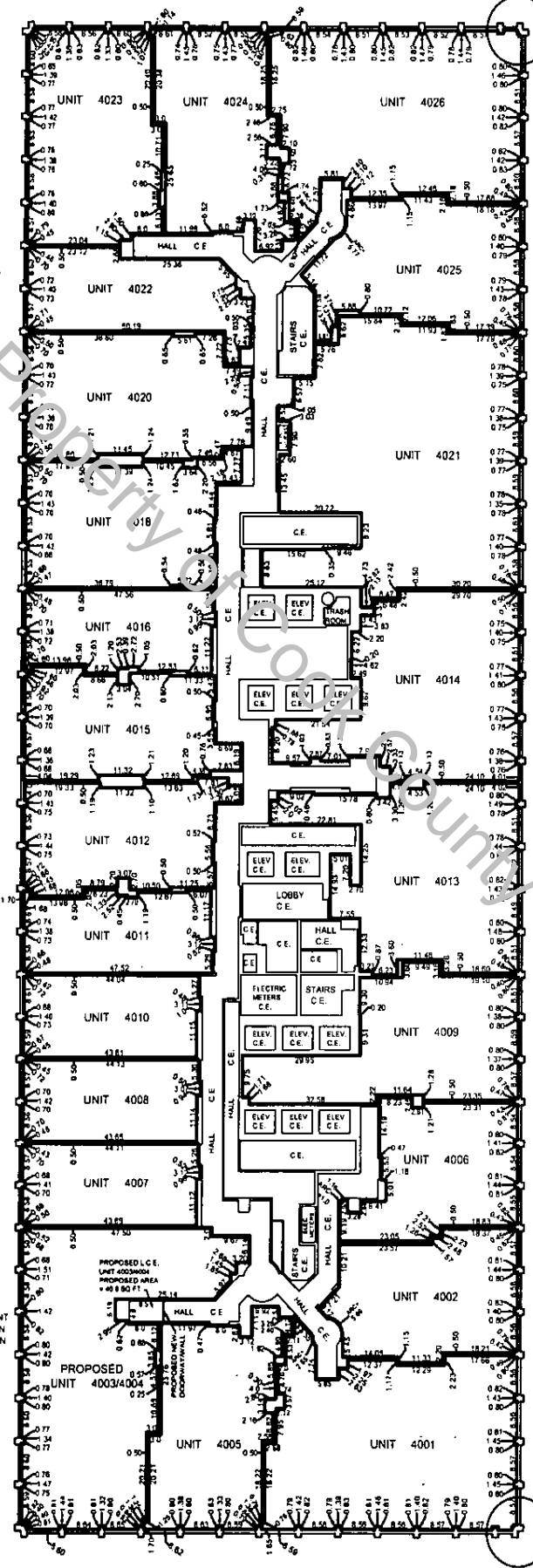
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CERTIFIED SURVEY, INC.

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068
Phone 847-296-6900 Fax 847-296-6906

PROPOSED NEW UNIT 4003/4004



HORIZONTAL LINES SHOWN HEREON ARE MEASURED FROM THE TOP OF UNFINISHED FLOOR TO THE BOTTOM OF UNFINISHED CEILING.

VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM INTERIOR FACE OF UNIT PERIMETER WALLS.

ELEVATIONS SHOWN HEREON ARE IN RELATION TO BENCHMARK NO. 1 LOCATED AT NORTH-WEST CORNER OF LASALLE STREET AND MONROE STREET, MARK CUT ON TOP OF BOTTOM STONE OF GRANITE BASE AT SOUTHEAST CORNER OF NORTHERN TRUST CO BANK BUILDING.

ELEVATION = +17.640 C.C.D.

UPPER ELEVATION = +47.22 ON THIS PAGE ONLY.
LOWER ELEVATION = +47.17 ON THIS PAGE ONLY.

L.C.E. INDICATES LIMITED COMMON ELEMENT
C.E. INDICATES COMMON ELEMENT
U.E. INDICATES UPPER ELEVATION
L.E. INDICATES LOWER ELEVATION

40th FLOOR

ORDER No. 0839
EXHIBIT B
PAGE 18

SEE DETAIL "A"

SEE DETAIL "B"

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EXHIBIT 3

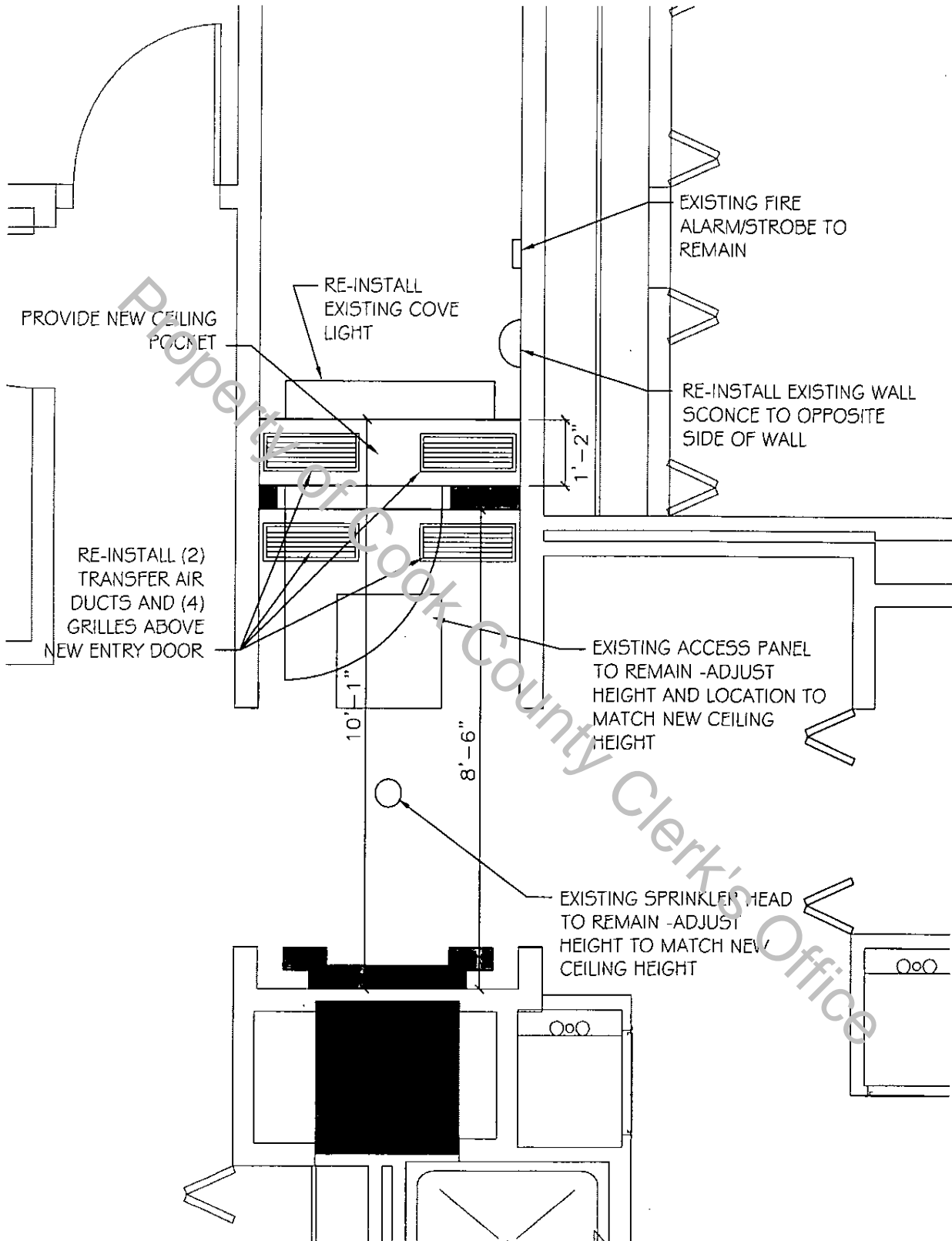
(Description of LCE Hallway Modifications)

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R:\Projects\Park Monroe Unit 4003 And 4004 - 1714\Drawings\1714 A02.01 Floor Plan.dwg



STEPHEN RANKIN ASSOCIATES
 ARCHITECTS
 205 W. WACKER DR. #720
 CHICAGO, ILLINOIS 60606

Tel: 312.899.0002
 Fax: 312.899.0965
 Web: www.srankin.com
 Email: Architects@srankin.com

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PARK MONROE UNIT 4003/4004
 NEW ENTRY AREA
 NEW ENTRY

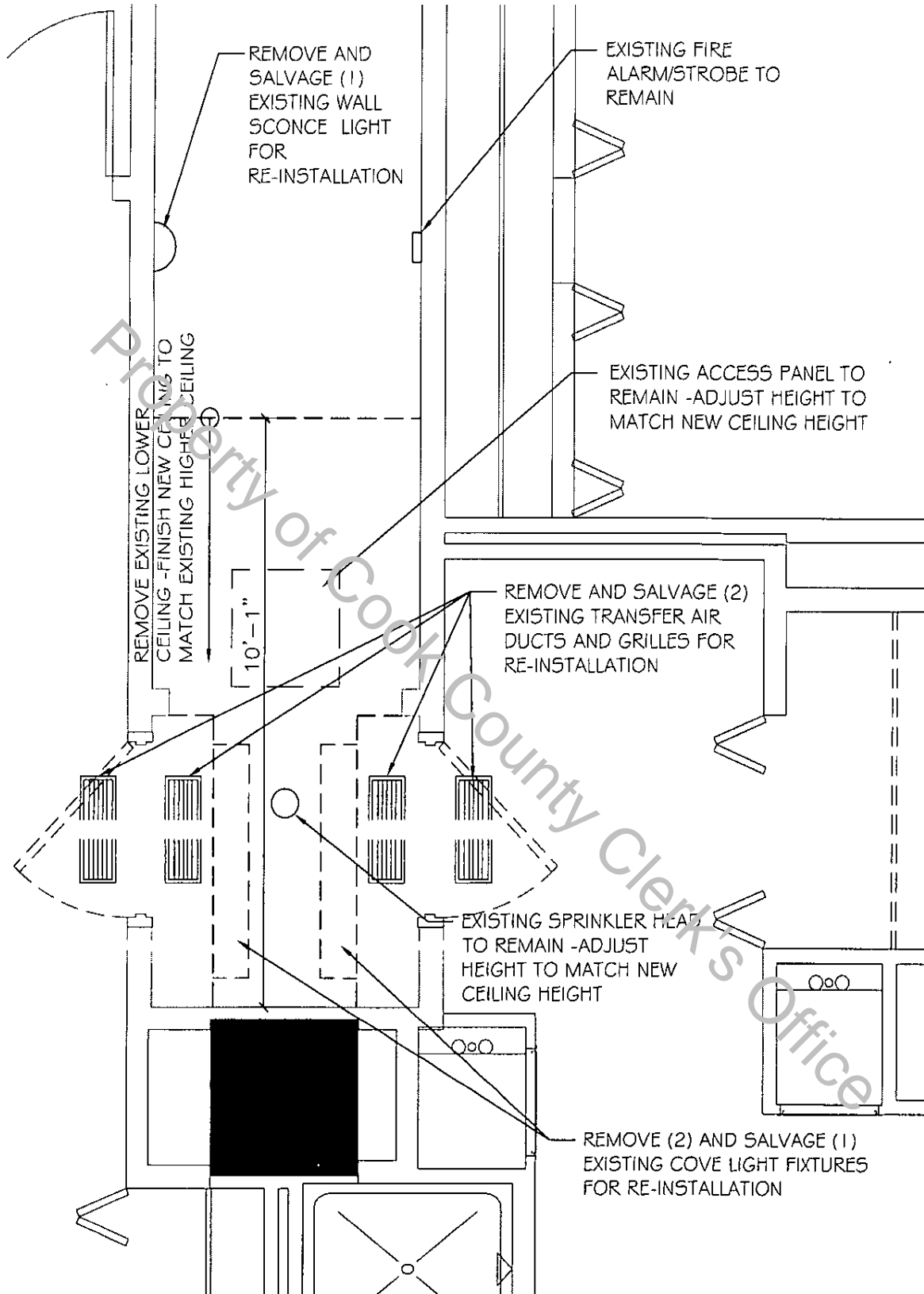
DATE 2017.09.06	SCALE 3/8"=1'-0"	JOB # 1714
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ASK-002

REF: .

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STEPHEN RANKIN ASSOCIATES
 ARCHITECTS
 205 W. WACKER DR. #720
 CHICAGO, ILLINOIS 60608

Tel: 312.899.0002
 Fax: 312.899.0965
 Web: www.srankin.com
 Email: Architects@srankin.com

PARK MONROE UNIT 4003/4004
 EXISTING ENTRY AREA
 DEMOLITION

ASK-001

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DATE
 2017.09.06

SCALE
 3/8"=1'-0"

JOB #
 1714

REF: .



advance
MECHANICAL SYSTEMS, INC
established 1912

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425 EAST ALGONQUIN ROAD • ARLINGTON HEIGHTS, ILLINOIS 60005
 TEL: 847/593-2510 FAX 847/593-2536
 EMERGENCY SERVICE 24/7: 847/472-4953
 www.advmtech.com

HEATING • AIR CONDITIONING • PLUMBING • PIPING • VENTILATION • SERVICE • ENGINEERS • CONTRACTORS

September 12, 2017

Mr. Ardi Ballay
 Chief Engineer
 The Park Monroe Condominiums
 65 East Monroe
 Chicago, IL 60603

RE: Relocation of Transfer Duct in Unit – 4004 Budget - Revised

Dear Ardi,

Advance Mechanical Systems, Inc. appreciates the opportunity to submit the following proposal for your consideration and approval. We propose to furnish labor, material and equipment to relocate the existing transfer ducts to accommodate the new unit layout.

Scope of work:

- Disconnect and remove for re-installation (2) existing sheet metal transfer ducts to make ready for new unit layout.
- Furnish and install new duct hanging material for re-installation of previously disconnected transfer air ducts, fire dampers, and grilles.
- Re-install transfer air ducts, fire dampers, and grilles in new location.

Total for this Scope of Work: \$3,750.00

Exclusions

- Painting, patching, permits or fees, electrical power or control wiring.

Warranty is expressed with the attached terms and conditions. Not included are permits, permit drawings, fire system interlocks and any associated fees.

These prices are firm for thirty- (30) days from the date of this letter and are based upon the work being performed during normal working hours, Monday through Friday 7:00 AM to 3:30 PM, excluding holidays. Overtime labor is not included.

If acceptable, please sign and fax back to the number listed below, or email.

Sincerely,
 Advance Mechanical Systems, Inc.

Paul Gurak
 Service Account Representative
pgurak@advmech.com

Customer Signature
 Return Fax #847-593-2360

p. 3 of 3

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Doc# 1801829007 Fee \$116.00

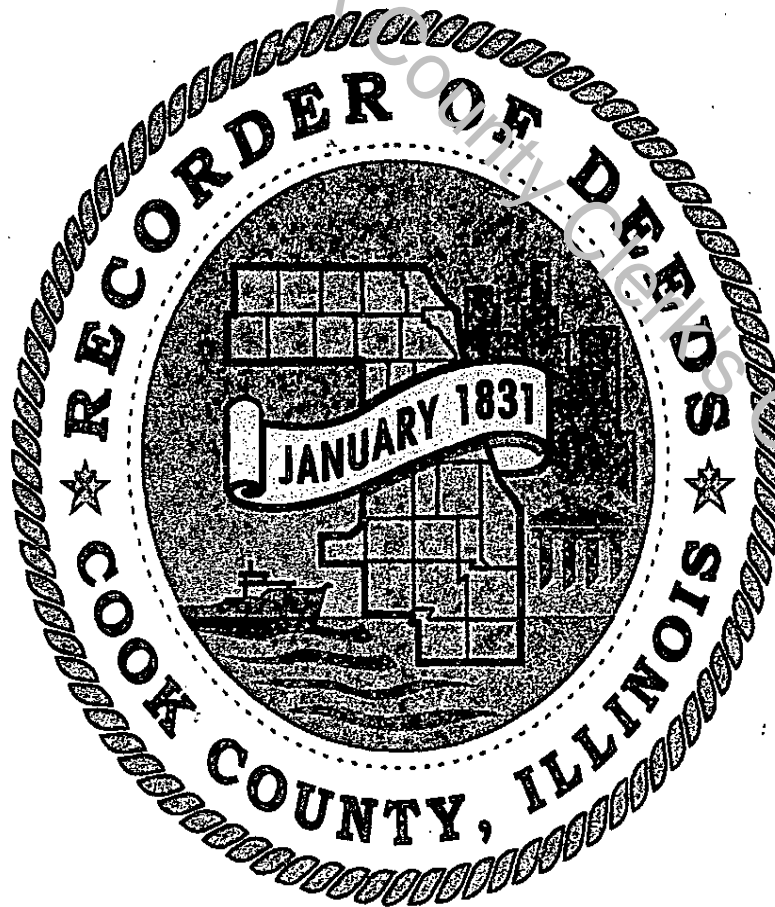
RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/18/2018 10:10 AM PG: 1 OF 16

COOK COUNTY RECORDER OF DEEDS EXHIBIT ATTACHED TO DOCUMENT



pg 15
exhibit

116.00

IMAGE STORED IN PLAT INDEX DATABASE