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FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR OAKDALE CONDOMINIUMS A/K/A OAKPINE CONDOMINIUMS



Doc# 1835206084 Fee \$50.00

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

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/18/2018 11:36 AM PG: 1 OF 7

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium (hereafter the "Declaration") for Oakpine Condominiums, (hereafter the "Association"), which Declaration was recorded on May 31, 1996 as Document Number 96411889 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Board of Directors and Unit Owners desire to adopt an Amendment concerning Limited Common Element Roof Decks and Windows; and

WHEREAS, pursuant to Paragraph 17 of the Declaration, the Declaration may be amended, changed or modified upon approval by at least 67% of the Unit Owners, by an instrument in writing settling forth such amendment, change or modification, signed and acknowledged by the President or Vice-President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (i) at least 67% of the Unit Owners have approved such amendment, and (ii) a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall

be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County; and

This document prepared by and after recording to be returned to:

RYAN H. SHPRITZ
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060 — (847) 537-0500

WHEREAS, In addition, Paragraph 17 of the Declaration provides that an amendment to the Declaration regarding

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the responsibility of maintenance and repair of the Common Elements requires the written approval of 67% of the First Mortgagees. Approval may be implied when a First Mortgagee fails to submit a written response within 30 days after it receives notice of said proposal, if the notice was delivered by certified mail, return receipt requested; and

WHEREAS, pursuant to Article XII of the By-Laws, the By-Laws may be amended upon the affirmative vote of at least 67% of the members at a regular meeting or special meeting called for such purpose; and

WHEREAS, said instrument has been signed and acknowledged by the President and the Secretary of the Association; and

WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been approved by at least 67% of the Unit Owners at a meeting held on, as evidenced by the affidavit and the attached ballots of said owners; and

WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit C certifying that a complete copy of the amendment, including the consent form attached hereto as Exhibit D, has been mailed to all First Mortgagees having bona fide liens of record against any Unit, not less than ten days prior to the date of such affidavit, and approved by sixty-seven (67%) of the First Mortgagees, unless otherwise waived by failure to respond.

NOW, THEREFORE, the Association hereby declares that Sections 4(c)(5) and 4(c)(7) of the Declaration, as amended, and Article VI, Section 3(c) of the By-Laws are hereby amended as follows (additions in text are indicated by underline and deletions in text are indicated by ~~strike-out~~):

1. Section 4(c)(5) of the Declaration:

All Limited Common Elements Storage Lockers, Roof Decks, and Parking Units and access thereto shall be subject to such reasonable rules and regulations as may be established by the Board, as hereinafter provided. If a Storage Locker, Roof Deck or Parking Unit is not utilized by a Unit Owner, it may be used by the Unit Owners guests, licensee or assignees provided such use is at all times in accordance with the rules and regulations of the Board. All Roof Decks, if any, shall be maintained, repaired and replaced by the Unit Owner, at their own expense, appurtenant to said Limited Common Element.

2. Section 4(c)(7) of the Declaration:

Units 451-3, 455-3, 457-3, 2929-3 and 2931-3 have been designed to accommodate roof decks located on the roof area above each of the units. These roof deck areas shall be Limited Common Elements appurtenant to each Unit when constructed. The Developer may not have constructed roof decks on these Units. In

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that event, the owners of these Units have an ongoing right to construct a roof deck in the area designated on the Plat, at a later date; said roof deck shall be subject to approval by the Board only as to size, design, and required documents including but not limited to permits, such deck complies with City of Chicago building code, as amended from time to time, does not impair the structural integrity of the roof of the Building, and mechanic lien waivers, and such approval shall not be unreasonably withheld. No approval shall be required if said roof deck to be constructed by a Unit Owner is the same in design and materials as a roof deck constructed by the Developer during the initial construction of this condominium. All roof decks are subject to those reasonable rules and regulations as may be adopted from time to time by the Board.

Notwithstanding the foregoing, in the event the maintenance, repair or replacement of the roof below such Roof Deck is necessary as determined by the Board of Directors, the Owner of the Unit to which such Roof Deck is assigned shall be responsible for the cost of removal, reinstallation and replacement of such deck. The Board shall allow reinstallation of such Roof Deck so long as it is in compliance with the requirements above, at the Owner's cost, following maintenance, repair, or replacement of said roof.

3. Article VI, Section 3(c) of the By-Laws:

Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements not visible from the exterior of the Building which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper and the Association shall have the exclusive right and duty to acquire the same for the Common Elements. Anything in the foregoing to the contrary notwithstanding, the Association shall be responsible for the repair and replacement of all ~~windows and doors~~ provided that where the need for repair or replacement is due to the act or omission of a Unit Owner, guest, occupant, family member or pet, the Association shall charge the Unit Owner for the cost of such repair or replacement. Notwithstanding anything in the Declaration or By-Laws to the contrary, effective upon the recordation of the Amendment the Association shall perform, or cause to be performed, all of the maintenance, repair, and replacements of the Limited Common Elements windows, except to the extent as otherwise directed by the Board or as is otherwise provided herein. The cost of said maintenance, repair, and replacement of the Limited Common Elements windows performed, or caused to be performed, by the Board may be assessed in whole or in part to the Unit or Units to which the Limited Common Element windows is assigned. At the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements of the Limited Common Elements windows assigned to his/her Unit, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the

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Property from all mechanic's or materialman's lien claims that may arise therefrom, in conformity with such rules and regulations as the Board may from time to time adopt.

Notwithstanding the foregoing, in the event the maintenance, repair or replacement of the roof below such Roof Deck is necessary as determined by the Board of Directors, the Owner of the Unit to which such Roof Deck is assigned shall be responsible for the cost of removal, reinstallation and replacement of such deck. The Board shall allow reinstallation of such Roof Deck so long as it is in compliance with the requirements of the Declaration, at the Owner's cost, following maintenance, repair, or replacement of said roof.

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

APPROVED THIS 11th DAY OF December, 2018.

OAKPINE CONDOMINIUMS

By: [Signature]
is President

ATTEST:

By: _____
Secretary

Subscribed and sworn to before me
this 11th day of December, 2018.

[Signature]
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

All units located on the property are delineated on the survey, referred hereto as Exhibit "D" to the Condominium Declarations and made a part of the Declaration, and are legally described as follows:

451-Foyer, 451-1, 451-2, 451-3, 455-Foyer, 455-1, 455-2, 455-3, 457-Foyer, 457-1, 457-2, 457-3, 2929-1, 2929-2, 2929-3, 2931-1, 2931-2, and 2931-3; PU-1, PU-2, PU-3, and S-1,S-2,S-3,S-4,S-5,S-6,S-7,S-8,S-9,S-10,S-11,S-12,S-13,S-14,S-15,S-16,S-17,S-18

IN THE OAKPINE CONDOMINIUMS as delineated on a survey of the following described real estate: That part of the west 15 feet of lot 2 lying north of the south 70.08 feet of said lot and that part of lots 3 and 4 lying north of the south 70.08 feet of said lots all in the subdivision of lots 9 to 16 inclusive in block 2 in Gilbert Hubbard's addition to Chicago, in the southeast 1/4 of the northwest 1/4 of section 28, township 40 north, range 14, east of the third principal meridian, in Cook County, Illinois.

COMMONLY KNOWN AS 451-57 W. Oakdale/2929-35 N. Pine Grove, Chicago, Illinois. PIN# 14-28-118-001, Volume 486.

Address	P.I.N.
451 W. Oakdale, #F	14-28-118-050-1001
451 W. Oakdale, #1	14-28-118-050-1002
451 W. Oakdale, #2	14-28-118-050-1003
451 W. Oakdale, #3	14-28-118-050-1004
455 W. Oakdale, #F	14-28-118-050-1005
455 W. Oakdale, #1	14-28-118-050-1006
455 W. Oakdale, #2	14-28-118-050-1007
455 W. Oakdale, #3	14-28-118-050-1008
457 W. Oakdale, #F	14-28-118-050-1009
457 W. Oakdale, #1	14-28-118-050-1010
457 W. Oakdale, #2	14-28-118-050-1011
457 W. Oakdale, #3	14-28-118-050-1012
2929 N. Pine Grove, #1	14-28-118-050-1013
2929 N. Pine Grove, #2	14-28-118-050-1014
2929 N. Pine Grove, #3	14-28-118-050-1015
2931 N. Pine Grove, #1	14-28-118-050-1016
2931 N. Pine Grove, #2	14-28-118-050-1017
2931 N. Pine Grove, #3	14-28-118-050-1018
Parking Unit #1	14-28-118-050-1019
Parking Unit #2	14-28-118-050-1020
Parking Unit #3	14-28-118-050-1021

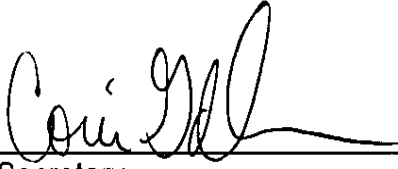
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EXHIBIT B

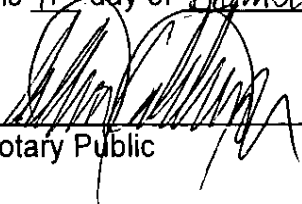
CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Corie Gallemore, do hereby certify that I am the duly elected and qualified secretary for the Oakpine Condominiums, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Oakpine Condominiums, was duly approved by at least 67% of the Unit Owners, pursuant to Paragraph 17 of the Declaration.


Secretary

Subscribed and sworn to before me
this 11th day of December, 2016.


Notary Public



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EXHIBIT C

AFFIDAVIT AS TO MORTGAGEE APPROVAL

I, Corie Callender, do hereby certify that I am the duly elected and qualified Secretary for the Oakpine Condominiums, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Oakpine Condominiums mailed by certified mail to all First Mortgagees having bona fide liens of record, not less than 10 days prior to the date of such affidavit, and approved by sixty-seven (67%) percent of the First Mortgagees. Approval was implied when a First Mortgagee failed to submit a written response within 30 days after receiving notice of said proposal. Notice was delivered by certified mail, return receipt requested.

Corie Callender
Secretary

Subscribed and sworn to before me
this 11th day of December, 2018.

[Signature]
Notary Public

