

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURNED TO:

HOWARD S. DAKOFF  
LEVENFELD PEARLSTEIN, LLC  
2 NORTH LASALLE STREET, SUITE 1300  
CHICAGO, IL 60602



\*1912813051\*

Doc# 1912813051 Fee \$78.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/08/2019 03:44 PM PG: 1 OF 21

*For Official Use*

## EIGHTH AMENDMENT TO DECLARATION OF PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS

This Amendment is dated the 8<sup>th</sup> day of May, 2019 by each and all of the Newberry Plaza Townhouse Owners (hereinafter collectively referred to as the "Owners").

### WITNESSETH:

A. South Central Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated February 1, 1973 and known as Trust No. L 1040 ("Trustee"), has heretofore executed a certain Declaration of Party Wall Rights, Easements, Covenants and Restrictions dated August 8, 1973 and recorded in the Office of the Cook County Recorder as Document No. 22434282 against the property identified in Exhibit A, which was amended by (1) that certain First Amendment dated April 24, 1974 and recorded in the Office of the Cook County Recorder as Document No. 22780898 and was further amended by (2) that certain Corrective Amendment to the First Amendment dated November 25, 1974 and recorded in the Office of the Cook County Recorder as Document No. 22958985 and was further amended by (3) that certain Second Amendment dated November 21, 1976 and recorded in the Office of the Cook County Recorder as Document No. 23797232 and was further amended by (4) that certain Third Amendment dated December 31, 1980 and recorded in the Office of the Cook County Recorder as Document No. 25807632 and was further amended by (5) that certain Fourth Amendment dated September 12, 1984 and recorded in the Office of the Cook County Recorder as Document No. 85013727 and was further amended by (6) that certain Fifth Amendment dated March 21, 1986 and recorded in the Office of the Cook County Recorder as Document No. 86421379 and was further amended by (7) that certain Sixth Amendment dated April 25, 1994 and recorded in the Office of the Cook County Recorder as Document No. 95150112 and was further amended by (8) that certain Seventh Amendment dated March 12, 2001 and recorded in the Office of the Cook County Recorder as Document No. 0010451909. The said Declaration of Party Wall Rights, Easements, Covenants and Restrictions, the First Amendment thereto, the Corrective Amendment to the First Amendment thereto, the Second Amendment thereto, the Third Amendment thereto, the Fourth Amendment thereto, the Fifth Amendment thereto, the Sixth Amendment and the Seventh Amendment thereto are hereinafter referred to collectively as the "Declaration".

*Res*

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B. Pursuant to Section 1 of Article XIII of the Declaration, the Owners may amend the Declaration provided that two-thirds (2/3) of the Owners of the Newberry Plaza Townhouse Owners Association ("Association") approve the Amendment.

C. Article IX of the Declaration requires that Owners, upon acquisition of a Dwelling Parcel (as defined in the Declaration), pay to the Association a temporary advance assessment and a permanent advance assessment (collectively, the "Advance Assessments").

D. The Association and the Owners, having complied with the prerequisites for amending the Declaration as set forth therein, hereby desire and intend to amend the Declaration to remove the requirement of an Owner to pay Advance Assessments.

E. The Owners further desire and intend that such amendment from and after this date shall be binding upon and inure to the benefit of each and every Owner and any Advance Assessments currently being held by the Association shall be returned to the appropriate Owner.

NOW, THEREFORE, in consideration of the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each and all of the parties hereto, it is hereby agreed as follows:

1. Sections 1 and 2 of Article IX of the Declaration is deleted in its entirety and replaced with the following:

## "ARTICLE IX

### COVENANT FOR MAINTENANCE ASSESSMENTS

#### Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of a Dwelling Parcel, directly or beneficially, by execution hereof or by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(a) periodic assessments or charges, which shall be quarterly unless otherwise determined by the Board of Directors; and

(b) special assessments for capital improvements.

Such assessments shall be fixed, established, and collected from time to time as hereinafter provided. The periodic and special assessments together with interest thereon and costs of collection including all disbursements and attorneys' fees incurred by the Association thereof as hereinafter provided shall be a charge and a continuing lien upon the Dwelling Parcel in respect of which each assessment is made. Each such assessment, together with interest thereon and costs of collection including all disbursements and attorneys' fees incurred by the Association thereof as hereinafter provided, shall also be the personal obligation of the person who is the direct or beneficial Owner of such Dwelling Parcel at the time when the assessment becomes due and payable and the personal obligation of the heirs, successors or assigns of such

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Owner. Where a trust is the legal title holder of a Dwelling Parcel, the beneficiaries of such trust shall be jointly and severally liable for the Owner's obligations hereunder.

## Section 2. Periodic Assessments.

The periodic assessments shall be used exclusively to pay for:

(a) the management, improvement and maintenance of the Common Properties including, but not limited to, the payment of taxes and insurance thereon and repairs, replacements and additions thereto;

(b) the maintenance, repair and replacement of those portions of the Townhouses that the Association is required to maintain, repair and replace pursuant to Article I/ hereof;

(c) the obligation of the Association pursuant to Article VII hereof;

(d) Intentionally left blank.

(e) utility services furnished to the Common Properties;

(f) costs of administration of the Association, including management, legal, accounting and other fees; and

(g) reasonable reserves for such expenses.

The Board of Directors of the Association shall set the due date of the periodic assessments and the amount applicable to each Dwelling Parcel. The amount of the periodic assessment may be set up to 12 calendar months in advance. The aggregate amount of such periodic assessments, fixed at any time, shall be the amount determined by the Board of Directors to be required for carrying out the purposes of such assessments during the time for which the assessments are fixed, together with any reserves which the Board of Directors determines to be necessary or desirable to provide for anticipated present or future expenditures for such purposes."

2. The first sentence of Section 7 of Article IX of the Declaration is deleted in its entirety and replaced with the following:

Each periodic and special assessment, together with interest thereon and costs of collection including all disbursements and attorneys' fees incurred by the Association thereof, as hereinafter provided, shall be the personal obligation of the person who is the Owner of the Dwelling Parcel, at the time when the assessment becomes due and payable, and the personal obligation of the heirs, successor or assigned of such Owner.

3. In the second to last line of the second paragraph in Section 7 of Article IX of the Declaration, the word "reasonable" is deleted.

4. The provisions contained in this Amendment shall apply to all Owners as of the date of the recording. In addition, any Advance Assessments currently being held by the Association shall be

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returned to the appropriate Owner upon the recording of this Amendment and to the extent any Advance Assessments were supposed to have been collected by the Association per Article IX of the Declaration but were no collected, such Advance Assessments shall no longer be required to be collected.

5. Except as otherwise specifically modified herein, the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment as of the day and year first above written, at Chicago, Illinois.

[SIGNATURES PAGES TO FOLLOW]

Property of Cook County Clerk's Office

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Unit 1:

*Jeff S Riema*  
\_\_\_\_\_

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *Jeff S Riema*, personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this *26<sup>th</sup>* day of *APRIL*, 2018 ~~2019~~



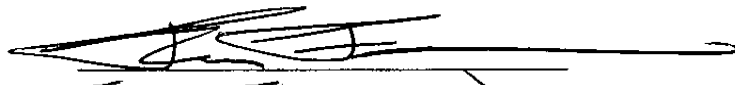
*Lisa Goertz*  
Notary Public

County of Cook Clerk's Office



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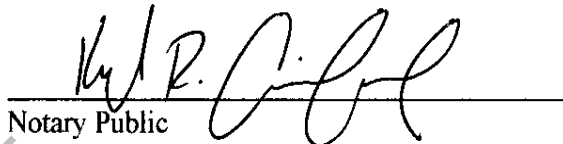
Unit 3:

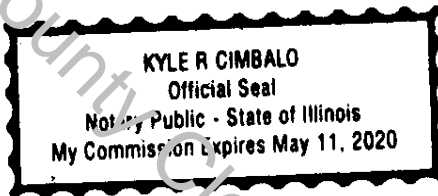
  
TERRI FREEMAN

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Terri Freeman, personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 1 day of March, 2018

  
Notary Public













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Unit 8:

DRAGANA CUPIC  
*Dragana Cupic*

Florida

STATE OF ~~ILLINOIS~~ )

) SS.

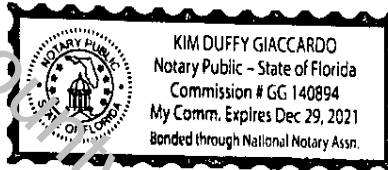
COUNTY OF ~~COOK~~ )

Sarasota

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DRAGANA CUPIC, personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 28<sup>th</sup> day of February, 2018

*Kim Duffy Giaccardo*  
Notary Public





COUNTY OF COOK )

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2018

Notary Public  
Unit 9:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DAVID SCHEFFLER, personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 22 day of DECEMBER, 2018

Notary Public

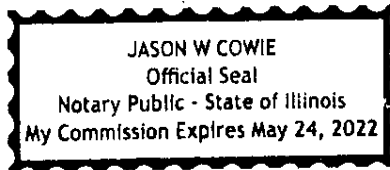
Unit 10:

*Jason W. Cowie*  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Scheffler, personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

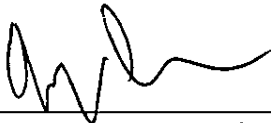

Given under my hand and official seal, this 22 day of December, 2018







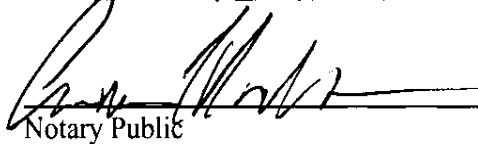
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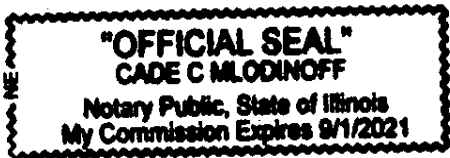
Unit 13:  <sup>also</sup> Greg Cohen  
 <sup>also</sup> Rebecca Cohen

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Greg Cohen, personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 20 day of December, 2018

  
 Notary Public





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Unit 15

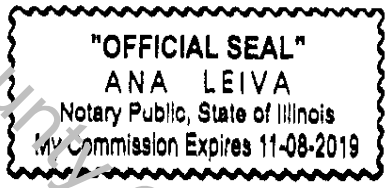
Jerrold Shapiro

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerrold Shapiro personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 24 day of Dec, 2018

Ana Leiva  
Notary Public



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## Exhibit A

### Legal Description

That part of Lot 11 in Newberry Estate Trustee's Subdivision of Lot 5 in Block 16 in Bushnell's Addition to Chicago, being the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 4, Township 39 North, Range 14 East of the 3<sup>rd</sup> Principal Meridian, together with that part of Block 5 in Canal Trustee's Subdivision of the South fractional  $\frac{1}{2}$  of Section 3, aforesaid, lying above a horizontal plane 45.08 feet above Chicago city datum and being bounded and described as follows:

TRACT "A" commencing at the Southwest corner of said Lot 11; thence due North along the West line of said Lot 11 91.18 ft., (the West line of said Lot 11 having an assumed bearing of due North for this legal description); thence due East, 118.78 ft. to a point for the place of beginning of the tract of land herein described; thence due North, 15.15 ft.; thence North 45° East, 1.88 ft.; thence due North, 14.54 ft.; thence North 45° West, 1.88 ft.; thence due North, 29.64 ft.; thence North 45° East, 1.88 ft.; thence due North, 14.54 ft.; thence North 45° West, 1.88 ft.; thence due North, 15.15 ft.; thence due East, 3.42 ft.; thence due North, 14.49 ft.; thence North 45° East, 1.88 ft.; thence due North, 14.54 ft.; thence North 45° West, 1.88 ft.; thence due North, 15.15 ft.; thence due East, 62.50 ft.; thence due South, 57.17 ft.; thence South 45° West, 4.84 ft.; thence due South, 20.0 ft.; thence South 45° East, 4.84 ft.; thence due South, 20.0 ft.; thence South 45° West, 4.84 ft.; thence due South, 20.0 ft.; thence South 45° East, 4.84 ft.; thence due South, 9.67 ft.; thence due East, 2.67 ft.; thence due South, 24.03 ft.; thence due West, 16.34 ft.; thence due South, 4.40 ft.; thence due West, 22.67 ft.; thence due North, 4.40 ft. to a point 148.36 ft. East of the West line of said Lot 11, said point being on a line drawn at right angles to said West line of Lot 11 at a point 67.76 ft. North of the Southwest corner of said Lot 11; thence due West, 5.48 ft.; thence due North, 0.33 ft.; thence due West, 15.84 ft.; thence due North, 1.14 ft. to a point 127.04 ft. East of the West line of said Lot 11, said point being on a line drawn at right angles to said West line of Lot 11 at a point 69.23 ft. North of the Southwest corner of said Lot 11; thence due West, 0.84 ft.; thence due North, 6.13 ft.; thence North 45° West, 1.88 ft.; thence due North, 14.49 ft.; thence due West, 6.09 ft. to the place of beginning.

ALSO

TRACT "B" commencing at the Southwest corner of said Lot 11, thence due North along the West line of said Lot 11, 7.58 ft.; thence due East, 1.70 ft. to a point for the place of beginning of the tract of land herein described; thence due North, 13.44 ft.; thence due West, 1.33 ft.; thence due North, 4.53 ft.; thence due East, 1.33 ft.; thence due North, 47.95 ft.; thence due East, 15.15 ft.; thence South 45° East, 1.88 ft.; thence due East, 14.54 ft.; thence North 45° East, 1.88 ft.; thence due East, 29.64 ft.; thence South 45° East, 1.88 ft.; due East, 7.60 ft.; thence due South, 4.86 ft.; thence due East, 6.94 ft.; thence North 45° East, 1.88 ft.; thence due East, 29.64 ft.; thence South 45° East, 1.88 ft.; thence due East, 6.94 ft.; thence due North, 1.92 ft.; thence due East, 1.54 ft. to a point 120.34 ft. East of the West line of said Lot 11, said point being on a line drawn at right angles to said West line of Lot 11 at a point 69.23 ft. North of the Southwest corner of said Lot 11; thence due South, 3.97 ft.; thence due East, 22.54 ft.; thence due South, 57.17 ft.; thence due West, 23.42 ft.; thence due South, 1.95 ft.; thence due West, 47.50 ft.; thence due North, 4.86 ft.; thence due West, 9.67 ft.; thence South 45° West, 4.84 ft.; thence due West, 20.0 ft.; thence North 45° West,

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4.84 ft.; thence due West, 20.0 ft.; thence South 45° West, 4.84 ft.; thence due West, 10.33 ft. to the place of beginning.

ALSO

TRACT "C" commencing at the Southwest corner of said Lot 11, thence due North along the West line of said Lot 11, 96.88 ft.; thence due East, 6.70 ft. to a point for the place of beginning of the tract of land herein described; thence due North, 10.33 ft.; thence North 45° East, 4.84 ft.; thence due North, 10.33 ft.; thence due East, 9.79 ft.; thence due North, 9.67 ft.; thence North 45° West, 4.84 ft.; thence due North, 10.33 ft.; thence due East, 65.92 ft.; thence due South, 15.15 ft.; thence South 45° West, 1.88 ft.; thence due South, 7.60 ft.; thence due West, 9.79 ft.; thence due South, 6.94 ft.; thence South 45° East, 1.88 ft.; thence due South, 15.15 ft.; thence due West, 65.92 ft. to the place of beginning

ALSO

TRACT "D" commencing at the Southwest corner of said Lot 11, thence due North along the West line of said Lot 11, 67.76 ft.; thence due East, 148.36 ft. to a point for the place of beginning of the tract of land herein described; thence due South, 12.43 ft.; thence South 45° West, 1.88 ft.; thence South 45° East, 1.88 ft.; thence due South, 5.05 ft.; thence due West, 5.48 ft.; thence due North, 20.14 ft.; thence due East, 5.48 ft. to the place of beginning.

ALSO

TRACT "E" that part of Lot 11, aforesaid, lying above a horizontal plane 54.60 feet above Chicago city datum and being bounded and described as follows: commencing at the Southwest corner of said Lot 11; thence due North along the West line of said Lot 11, 69.23 ft.; thence due East, 120.34 ft. to a point for the place of beginning of the tract of land herein described; thence due East, 6.70 ft.; thence due South, 1.14 ft.; thence due East, 15.84 ft.; thence due South, 2.83 ft.; thence due West, 22.54 ft.; thence due North, 3.97 ft. to the place of beginning, all in Cook County, Illinois.

Real Estate PIN Numbers: 17-04-424-026 through 17-04-424-048

Common Address: 1000 N. State Street, Units 1 – 15, Chicago, IL 60610