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AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS AND BY-LAWS FOR 1948 NORTH MOHAWK CONDOMINIUM RECORDED NOVEMBER 11, 1992 AS DOCUMENT NUMBER 92-856536:

Article III, para. 1, shall read as follows:

Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks, driveways, passageways, storage areas, roof, roof deck, structural parts of the Building, component parts of walls (including Party Walls), ceilings and floors not located within a Unit, and pipes, ducts, flues, shafts, and public utility lines serving the Common Elements or more than one Unit.

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COOK COUNTY RECORDER

Article V, para. 2, shall read as follows:

Separate Mortgages. Each unit owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective unit together with his respective ownership interest in the common elements. No unit owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his unit and his respective ownership interest in the common elements. Any lien placed on a unit will be subordinate to a first mortgage.

Article VII, para 4, shall read as follows:

Board's Determination/Arbitration. In the event of any dispute or disagreement between any unit owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or bylaws, the Board shall make a determination to settle such dispute or disagreement. The Board's determination shall be final and binding on each and all of such unit owners, except that any unit owner may elect to submit the dispute or disagreement to binding arbitration within a reasonable time period notwithstanding the Board's determination.

Article VIII, para. 1, shall read as follows:

Maintenance, Repairs, and Replacements. Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs, and replacements within his own unit. Maintenance, repairs, and replacements of the common elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board.

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The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or common elements, rather than against a particular unit and its corresponding percentage of ownership of the common elements. When less than all the unit owners are responsible for the existence of any such lien, the unit owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any unit is necessary to protect the common elements or any limited common elements reserved for a particular Unit Owner's use or any other portion of the building, the Board may cause a written notice of the necessity for such maintenance or repair to be served by delivering a copy thereof to any occupant of such unit or by mailing the same by certified or registered mail addressed to the owner at the unit. If such unit owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such unit owner.

If, due to the act or neglect of a unit owner or of a member of his family or a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance.

The board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, Section 1. All expenses which, pursuant to this section 1, are chargeable to any unit owner, may be specifically assessed to such unit owner and shall be payable by such unit owner as prescribed by the Board.

Article XIII, para. 1b shall read as follows:

Board of Directors. At the initial meeting the voting members shall elect at large the three (3) Board members. In all elections for members of the Board, each voting member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall serve until the first

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annual meeting. Three (3) Board members shall be elected at the first annual meeting. The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected to the board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire of two (2) years; provided, however, that a Board member or officer may be re-elected at the expiration of his term. Members of the Board shall receive no compensation for their services unless expressly authorized by the Board shall receive no compensation for their services unless expressly authorized by the Board with the approval of voting members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the board, shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. The remaining members of the board shall have the authority to fill the vacancy by two-thirds (2/3) vote until the next meeting of unit owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by unit owners holding 20% of the votes of the Association requesting a meeting of the unit owners to fill the vacancy for the balance of the term. A meeting of the unit owners shall be called for purposes of filing of a vacancy on the Board no later than thirty (30) days following the filing of an petition signed by unit owners holding 20% of the votes of the Association requesting such a meeting. Except as otherwise provided in this majority vote of those present at its meeting when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held, and conducted in accordance with such resolutions as the Board may adopt.

Article XV, para. 2b, shall read as follows:

Meetings. The initial meeting go the voting members shall be held upon written notice, not less than twenty-one (21) or more than thirty (30) days' notice given by the Trustee or developer. Said initial meeting shall be held not later than sixty (60) days after the conveyance by the developer of 75% of the units or three (3) years after the recording of the Declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the voting members on first Wednesday of December following such initial meeting and on the first Wednesday of each succeeding month thereafter at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) before or after such date) as may be

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designated by written notice of the Board delivered to the voting members not less than twenty-one (21) days or more than thirty (30) days prior to the date fixed for said meeting.

Article XVI, para. 8, shall read as follows:

Defaults. If a unit owner is in default in the monthly payment of the aforesaid charges of assessments for thirty (30) days, the members of the board may bring suit for and on behalf of themselves and as representatives of all unit owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorney's fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided, shall be and become a lien or charge against the unit ownership of the unit owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit ownership which become due and payable subsequent to the date the encumbrancer either takes possession of the unit, accepts a conveyance of any interest in the unit ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any unit owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting unit owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, by giving such defaulting unit owner five (5) days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses occurring with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting unit owner's interest in the property, to maintain for the benefit of all the other unit owners an action for possession in the manner prescribed in "An Act in regard to Forcible Entry and Detainer," approved February 16, 1874, as amended, and to execute leases of such defaulting unit owner's

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interest in the property and apply the rents derived therefrom against such expenses.

Exhibit "B" To Declaration of Condominium shall read as follows:

<u>Unit</u>	<u>% of Ownership Common Elements</u>	<u>Limited Common Elements* Reserved For Exclusive Use</u>
1948 North Mohawk - A	25%	"SA"
1948 North Mohawk - B	25%	"PB", "SB" Unit "B" Balcony
1948 North Mohawk - C	25%	"PC", "SC" Unit "C" Balcony
1948 North Mohawk - D	25%	"PD", "SD" Unit "D" Balcony

*An "S" designation represents a storage area and a "P" designation represents a parking area as set forth on the plat of survey.

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IN WITNESS WHEREOF, Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first written above.

This instrument is executed by the Marquette National Bank, not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Marquette National Bank because of or on account of the making of this instrument.

MARQUETTE NATIONAL BANK

[Signature]
Vice President

[Signature]
Assistant Secretary

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 the above-named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of June, 1993.

"OFFICIAL SEAL"
LUCILLE A. ZURLIS
Notary Public, State of Illinois
My Commission Expires 1/24/94

[Signature]
Notary Public

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APPROVED AND ACCEPTED THIS 24th DAY OF JUNE, 1993

Michael Matheson

Michael Matheson
Owner - Unit D

Richard A. Heimberg

Richard Heimberg
Attorney-in-fact for
James C. Berg and Susen H. Berg
Owners - Unit B

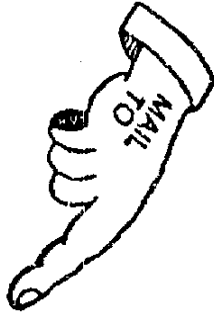
Andrea Culea

Andrea Culea
Midwest Mortgage
Mortgagee - Unit D

Subscribed and sworn before me this 24th day of June, 1993.

John A. Morrissey

John A. Morrissey
Notary Public



PLEASE MAIL TO:

JOHN A. MORRISSEY
PO BOX 64875
CHICAGO, IL 60664-0875

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