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PLAT

11-293

SEE PLAT BOOKS

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FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR 2004-2006 HOWE STREET CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, RESTRICTIONS AND COVENANTS FOR 2004-2006 HOWE STREET CONDOMINIUM (the "Amendment") is made as of this 12th day of May, 1993.

Recitals

DEPT OF RECORDING \$68.00
T:2222 TRAN 9351 11/02/93 16:55:00
*-93-887231
COOK COUNTY RECORDER

A. The 2004-2006 Howe Street Condominium Project (the "Condominium") is comprised of seven units, six residential units (1-N, 1-S, 2-N, 2-S, 3-N and 3-S) and one garage unit ("Garage Unit A"), all as set forth on the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for 2004-2006 Howe Street Condominium recorded in the office of the Cook County Recorder of Deeds on April 19, 1978 as Document No. 24410386 (the "Declaration"). The legal description of the Condominium is set forth on Exhibit D attached hereto.

B. The party wall separating Units 2-N and 2-S has been removed and those units are being occupied as a single dwelling space.

C. The current record owners of Unit 1-S are also the current record owners of Garage Unit A.

D. In or about 1982, the predecessors of the current record owners of Units 2-N, 2-S, 3-N and 3-S caused to be erected on a portion of the common elements a three-car garage (the "three-car garage").

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PLAT WITH THIS DOCUMENT
442C 990 October 4, 1993 4:30 PM

RECORDING FEE \$ 68.00
DATE 11-2-93 COPIES 6
OK [Signature]

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2025-03-19

Property of Cook County Clerk's Office

2025 MAR 19 10 19 AM
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E. The Condominium Association desires to purchase from the current record owners of Garage Unit A that property and the current record owners of Garage Unit A desire to sell to the Condominium Association that property, all pursuant to the real estate sale contract (the "Contract") attached hereto as Exhibit A.

Agreements

NOW, THEREFORE, in consideration of the above Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the unit owners agree as follows:

1. Words not otherwise defined herein shall have the meanings set forth in the Declaration.
2. Upon the closing under the Contract, Garage Unit A shall cease to exist as a separate and definite condominium unit and shall become a part of the common elements. The percentage of undivided ownership interest in the common elements attributable to Garage Unit A (2%) shall then be redistributed pro rata amongst the remaining units, so that after the pro rata distribution, the ownership interest in the common elements of each of the remaining units shall be that percentage set forth on Exhibit B attached hereto (under the heading "Subsequent to Amendment").
3. The one-car garage located on the property that was formerly Garage Unit A shall be razed and there shall be constructed on that property and the property adjacent thereto a two-car garage (the "two-car garage"). The two-car garage and

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the three-car garage shall be designated as limited common elements as depicted on the plat of survey attached hereto as Exhibit C.

4. The unit owners unanimously waive any requirements of notice or a meeting under the Illinois Condominium Property Act, approve and ratify the terms of the Contract and the following two (2) special assessments:

(i) the Association shall, by special assessment, bill each unit owner an amount which is one-fifth (1/5) of the purchase price under the Contract. (For the purpose of the preceding sentence only, Units 2-N and 2-S shall be considered one unit and Units 1-S and Garage Unit A shall be considered one unit, the result being that the Condominium shall be considered to be comprised of five equal units.) The assessments shall be due and payable from the unit owners within five (5) days of the date the Association issues notice of the assessment.

(ii) the Association shall, by special assessment, bill each unit owner the following fraction of the amount of the cost of razing the one-car garage located on the property that was formerly Garage Unit A and the cost of constructing the two-car garage:

| | |
|--------------|------------|
| Unit 1N | 1/2 |
| Unit 1S | 1/8 |
| Unit 2N | 1/16 |
| Unit 2S | 1/16 |
| Unit 3S | 1/8 |
| Unit 3N | <u>1/8</u> |
| TOTAL | 1 |

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The latter special assessments shall be due and payable from each unit owner within thirty (30) days of the date the Association issues notice of the assessment.

5. Except as amended by the terms of this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned unit owners, constituting all of the unit owners of the 2004-2006 Howe Street Condominium, have executed this Amendment as of the date above first written.

UNIT 1-N

Lydia Karczewski
Lydia Karczewski

Gene Karczewski
Gene Karczewski

UNITS 2-N AND 2-S

P.A. Gloyne
Peter Gloyne

Jill Stephens
Jill Stephens

UNIT 3-S

Steve Weinswig
Steve Weinswig

Susan Weinswig
Susan Weinswig

UNIT 1-S

Howard M. Pearl
Howard M. Pearl

Jeanne M. Witherspoon
Jeanne M. Witherspoon

UNIT 3-N

Donna Kozak
Donna Kozak

GARAGE UNIT A

Howard M. Pearl
Howard M. Pearl

Jeanne M. Witherspoon
Jeanne M. Witherspoon

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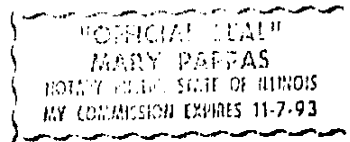
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARY PAPPAS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lydia Karczewski, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of October, 1993.

Mary Pappas
Notary Public



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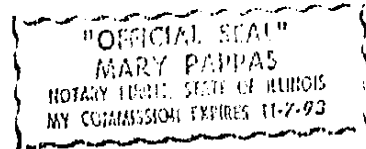
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARY PAPPAS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gene Karczewski, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of October, 1993.

Mary Pappas

Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mary Pappas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Howard M. Pearl, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

October Given under my hand and notarial seal, this 20th day of 1993.

Mary Pappas
Notary Public



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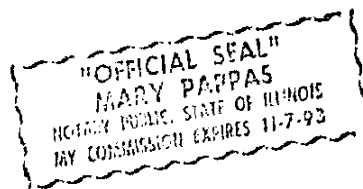
930317231

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mary Pappas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeanne Witherspoon, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of October 1993.

Mary Pappas
Notary Public



Property of Cook County Clerk's Office

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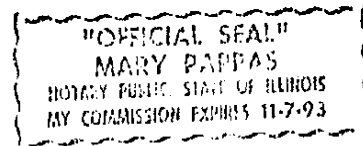
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARY PAPPAS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Gloyne, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

October Given under my hand and notarial seal, this 20th day of 1993.

Mary Pappas
Notary Public



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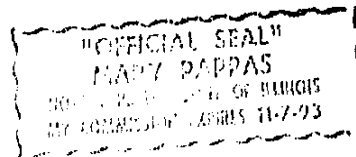
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mary Pappas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jill Stephens, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of October, 1993.

Mary Pappas
Notary Public



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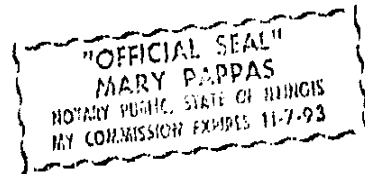
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARY PAPPAS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donna Kozak, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of October, 1993.

Mary Pappas
Notary Public



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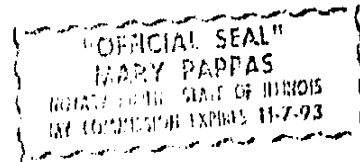
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARY PAPPAS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steve Weinswig, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of October, 1993.

Mary Pappas
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mary Pappas, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Susan Weinswig, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of October, 1993.

Mary Pappas
Notary Public

"OFFICIAL SEAL"
MARY PAPPAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-7-93

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EXHIBIT A

REAL ESTATE SALE CONTRACT

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UNOFFICIAL COPY Real Estate Sale Contract

CHICAGO TITLE INSURANCE COMPANY - ILLINOIS FORM C

1. 2004-2006 Howe Street Condominium Association, an Illinois not-for-profit corporation agrees to purchase at a price of \$ 12,500.00 on the terms set forth herein, the real estate described in Exhibit A attached hereto in Cook County, Illinois.

(If legal description is not included herein at time of execution, _____ is authorized to insert it thereafter.)
2004-2006 Howe Street
commonly known as Garage A at Chicago, IL together with its undivided interest in the common elements and accumulated reserves, and with approximate unit dimensions of 11.3 x 22.0, together with the following personal property presently located thereon: (strike items not applicable) (a) storm and screen doors and windows; (b) wall-to-wall carpeting; (c) window shades and draperies and supporting fixtures; (d) venetian blinds; (e) electric plumbing and other attached fixtures as installed; (f) water softener; (g) _____ refrigerator(s); (h) dishwasher; (i) _____ range(s); (j) radiator covers; (k) indoor (louvered) shutters; (l) locks and lock hardware; (m) washer; (n) dryer; and also _____

2. Howard Pearl and Jeanne Witherspoon (Seller)

(Insert names of all owners and their respective spouses)

agrees to sell the real estate and the property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto (in joint tenancy) by a recordable warranty deed, with release of homestead rights, and a proper bill of sale, subject only to: (a) covenants, conditions, and restrictions of record; (b) terms, provisions, covenants, and conditions of the Declaration of Condominium and all amendments, if any, thereto; (c) private, public, and utility easements, including any easements established by or implied from the Declaration of Condominium or amendments thereto, if any, and roads and highways, if any; (d) party wall rights and agreements, if any; (e) limitations and conditions imposed by the Condominium Property Act; (f) special taxes or assessments for improvements not yet completed; (g) any unconfirmed special tax or assessment; (h) installments not due at the date hereof for any special tax or assessment for improvements heretofore completed; (i) mortgage or trust deed specified below, if any; (j) general taxes for the year 1992 (2nd installment) and subsequent years; (k) installments due after the date of closing assessments established pursuant to the Declaration of Condominium; and to _____

3. Purchaser has paid \$ _____ (a) it will pay within _____ days the additional sum of \$ _____ as earnest money to be applied on the purchase price, and agrees to pay or cause the balance of the purchase price, plus or minus prorations, at the time of closing as follows: (strike subparagraph not applicable) provided none of the foregoing materially restrict or prohibit the Purchaser's use of the property as a garage.

(a) The payment of \$ 12,500.00
(b) The acceptance of the title to the real estate by Purchaser subject to a mortgage (trust deed) of record securing a principal indebtedness (which the Purchaser (does) [does not] [Strike one] agree to assume, aggregating \$ _____ bearing interest at the rate of _____ % a year, and the payment of a sum which represents the difference between the amount due on the indebtedness at the time of closing and the balance of the purchase price.

4. This contract is subject to the condition that Purchaser be able to procure within _____ days of the date of execution of this contract by the Seller (or, if more than one Seller, the latest of the dates of such execution) a loan commitment for a loan to be secured by a mortgage or trust deed on the real estate in the amount of \$ _____, or such lesser sum as Purchaser agrees, with interest not to exceed _____ % a year to be amortized over _____ years, the commission and service charges for such loan not to exceed _____ %. If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notifies Seller thereof within that time, this contract shall become null and void and all earnest money shall be returned to Purchaser, provided that if Seller, at his option, within a like period of time following Purchaser's notice, procures for Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money mortgage upon the same terms, this contract shall remain in full force and effect. (Strike paragraph if inapplicable.)

4. Purchaser agrees to procure release or waiver of any option of first refusal or other preemptive rights of purchase created by the Declaration of Condominium within the time established by said Declaration. If, after making every reasonable effort, Purchaser cannot procure such release or waiver within the time provided and so notifies the Seller hereof within that time, this contract shall become null and void and all earnest money shall be returned to Purchaser; provided, that in lieu of procuring such release or waiver, Seller may procure removal of any exception dealing with such option of first refusal or other preemptive rights from the title commitment. If the Declaration of Condominium contains no such option or preemptive right, this clause shall be null and void and no part of this contract.

5. The time of closing shall be on July 30, 1993, or 20 days after notice is received by the Seller that financing has been procured if paragraph 4 above is operative, or on the date, if any, to which such time is extended by reason of paragraph 2 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), or, if paragraph 4 above is operative, as mutually agreed. Closing shall be at the office of Purchaser's attorney or of the mortgage lender, if any, provided title is shown to be good or is accepted by Purchaser.

6. Seller shall deliver possession to Purchaser on or before the days after the sale has been closed. Seller is to pay Purchaser the sum of \$ _____ for each day Seller remains in possession between the time of closing and the time possession is delivered. _____ of the purchase price shall be held in escrow by _____ to secure possession by Purchaser. After possession is delivered, any balance remaining in said escrow fund shall be paid to Seller. Acceptance of said payments by the Purchaser shall not limit any other remedies available to Purchaser.

8. If and when purchase price is received by Seller from Purchaser or through exercise of preemptive option, Seller agrees to pay a broker's commission to _____ in the amount set forth in the broker's listing contract or as follows: _____

9. The earnest money shall be held by _____ for the mutual benefit of the parties.

7. Seller agrees to deliver possession of the real estate in the same condition as it is at the date of execution of this contract by Purchaser (or, if more than one Purchaser, the earliest of the dates of such execution), ordinary wear and tear excepted.

8. A duplicate original of this contract, duly executed by the Seller and spouse, if any, shall be delivered to the Purchasers within 5 days from the date of execution of this contract by the Purchaser (or, if more than one Purchaser, the latest of the dates of such execution); otherwise, at the Purchaser's option, this contract shall become null and void and the earnest money shall be refunded to the Purchaser.

9. Seller and Purchaser represent to each other that no broker was involved in this transaction; each party indemnifies the other for and against the claims of any broker claiming* this contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this contract. *by or through the indemnitor.

Purchaser 2004-2006 Howe Street Condominium Association, an Illinois not-for-profit corporation Date May 12, 1993 Address _____

Purchaser By: _____ Date _____ Address _____
Its: _____

Seller hereby accepts this offer:

Seller Howard Pearl Date May 12, 1993 Address _____

Seller Jeanne Witherspoon Date May 12, 1993 Address _____

*Form normally used for sale of residential condominium unit other than unit in a building under construction or conversion.

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CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, a title commitment for American Land Title Association Residential Title Policy — One-to-Four Family Residences or American Land Title Association Owners Policy Form B - 1970

issued by the Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the title exceptions set forth above, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Purchaser a statement from the Board of Managers, treasurer, or managing agent of the condominium certifying payment of assessments for condominium common expenses; and if applicable, proof of waiver or termination of any right of first refusal or similar options contained in the Declaration of Condominium together with any other documents required by law, ordinance, or the Declaration of Condominium or the bylaws as a pre-condition to the transfer of ownership; certificate of insurance; and an affidavit of title in customary form covering the date of closing.

2. If the title commitment discloses unpermitted exceptions, Seller shall have 30 days from the date of delivery thereof to the Seller to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be 35 days after such delivery or the time specified in paragraph 6 on the front page hereof, whichever is later. If Seller fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this contract shall become null and void without further actions of the parties. The cost of any title search or policy and the cost of survey and all other customary costs related to sale (excluding Seller's*)

3. General taxes, premiums under assignable insurance policies, prepaid service contracts, accrued interest on mortgage indebtedness, escrow tax deposits held by the mortgagee, if any, assessments established by the declaration, and other similar items shall be adjusted ratably as of the time of closing. Accumulated reserves are the property of the Association and are not adjustable items. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of (a), (b), or (c) (Strike two paragraphs not applicable): *attorney's fees) shall be paid by Purchaser.

(a) 100 % of the most recent ascertainable taxes; but Seller shall receive a credit for the 1st installment real estate tax bill for 1992 (\$279.47) (payable on 3/1/93).

~~(b) The most recent ascertainable taxes and subsequent or adjustment thereof pursuant to the terms of representation letter attached hereto and incorporated herein by reference.~~

(c) [Other] _____

4. Purchaser shall pay the amount of any real estate transfer tax imposed by state law or county ordinance, and Seller shall furnish such completed real estate transfer tax declarations signed by Seller or his agent as may be required by state law, county ordinance, and any applicable municipal ordinance. Any real estate transfer or transaction tax as may be required by municipal ordinance shall be paid by the party upon whom the ordinance imposes the incidence of and responsibility for payment thereof; but if the ordinance imposes no such incidence or responsibility, the tax shall be paid by the Purchaser (Seller) (Strike one).

5. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

6. If this contract is terminated both parties shall be entitled to enforce all of their rights at law and in equity, ~~without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses and then to payment of broker's commission; the balance, if any, to or retained by the Seller as liquidated damages.~~

7. ~~At the election of Seller or Purchaser upon notice to the other party not less than 5 days prior to the time of closing, this sale shall be closed through an escrow with Chicago Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by Chicago Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. (Strike paragraph if inapplicable.)~~

7. Time is of the essence of this contract.

8. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. A copy of all notices to Purchaser shall be sent to Purchaser's attorney, Matthew K. Phillips, Bell, Boyd & Lloyd, 70 W. Madison Street, *
9. Purchaser and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party. *Suite 3200, Chicago, IL 60602.

10. Alternative 1:

Seller represents that he is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

~~Alternative 2:~~

~~Purchaser represents that the transaction is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code because Purchaser intends to use the subject real estate as a qualifying residence under said Section and the sales price does not exceed \$300,000.~~

Alternative 3:

~~With respect to Section 1445 of the Internal Revenue Code, the parties agree as follows:~~

11. Upon the Association's causing the real estate to become a limited common element as set forth in the First Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for 2004-2006 Howe Street Condominium dated May 12, 1993, the Association shall assign to Seller as a limited common element the garage space designated as space 1-S on the Plat of Survey attached as Exhibit C to the First Amendment to Declaration notwithstanding anything in the Bylaws to the contrary.

~~(Strike two of the three alternatives.)~~

12. See paragraphs 12-5 on the Rider attached hereto and made a part hereof.

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RIDER TO REAL ESTATE SALE CONTRACT

1. This Rider to Real Estate Sale Contract (the "Rider") is part of that certain Real Estate Sale Contract for Garage Unit A at 2004-2006 Howe Street, Chicago, IL (the "Contract"). In the event the terms of this Rider conflict with the terms of the Contract, the terms of this Rider shall govern.

2. The Association shall (i) raze on or before November 30, 1993 the garage currently located on the real estate designated as Garage Unit A and (ii) erect on or before December 31, 1993 a two-car garage on that property and the common area adjacent thereto, all as set forth in the First Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for 2004-2006 Howe Street Condominium (the "Amendment") attached hereto as Exhibit A.

The new two-car garage shall be 18' wide x 20' long x 13' high and shall comply with all laws and regulations, including but not limited to, zoning laws and building codes. The Association shall cause to be constructed between the existing three-car garage located on the common elements and the new two-car garage a concrete sidewalk.

3. As a condition precedent to this Contract becoming effective, the unit owners shall execute the Amendment. Except as otherwise agreed to in writing by the Sellers or their successors or assigns, the northernmost garage space in the new two-car garage shall be a limited common element appurtenant to Unit 1-S, all as set forth in the Amendment.

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4. In the event that either party breaches this Contract, the non-breaching party shall be entitled to receive from the breaching party its costs and reasonable attorney's fees incurred in connection with enforcing this Contract.

5. The provisions set forth as paragraphs 1 - 5 of this Rider shall survive the closing and Purchaser and Seller shall have the right to specifically enforce this contract.

2004-2006 Howe Street Condominium
Association, an Illinois not-
for-profit corporation

By: _____
Its: _____

Howard Pearl

Jeanne Witherspoon

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EXHIBIT B

PERCENTAGE INTEREST OF EACH UNIT

| <u>Prior to Amendment</u> | | <u>Subsequent to Amendment</u> | |
|---------------------------|-------------------|--------------------------------|-------------------|
| <u>Unit</u> | <u>Percentage</u> | <u>Unit</u> | <u>Percentage</u> |
| | 19.70 | 1-N | 20.10 |
| 1-N | 17.70 | 1-S | 18.06 |
| 1-S | 15.15 | 2-N | 15.46 |
| 2-N | 15.15 | 2-S | 15.46 |
| 2-S | 15.15 | 3-N | 15.46 |
| 3-N | 15.15 | 3-S | <u>15.46</u> |
| 3-S | 2.00 | | |
| Garage Unit | | | |
| | | TOTAL | 100.00 |
| TOTAL | 100.00 | | |

Property of Cook County Clerk's Office

93857231

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EXHIBIT C

PLAT OF SURVEY

[LIMITED COMMON ELEMENTS]

Property of Cook County Clerk's Office

13442C1

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9 3 3 7 2 3 1

EXHIBIT D

LEGAL DESCRIPTION

Unit Nos. 1-N, 1-S, 2-N, 2-S, 3-N, 3-S and Garage Unit A, as delineated on survey of the following described real estate:

Lot 5 in S. T. Cooper Subdivision of Lot 17 in Subdivision of Block 2 in Julia Foster Porter's Subdivision of Block 27 in the Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium made by Bank of Ravenswood, as Trustee under Trust Agreement dated September 14, 1977 and known as Trust No. 252943, recorded April 19, 1978 as Document No. 24410386, together with their undivided percentage interests in the common elements, in Cook County, Illinois.

Commonly known as: Unit 1-N, Unit 1-S, Unit 2-N, Unit 2-S,
Unit 3-N, Unit 3-S
2004-2006 Howe Street, Chicago, IL

| | | |
|---------|----------------|--------------------|
| P.I.N.: | Unit 1-N: | 14-33-127-011-1001 |
| | Unit 1-S: | 14-33-127-011-1002 |
| | Unit 2-N: | 14-33-127-011-1003 |
| | Unit 2-S: | 14-33-127-011-1004 |
| | Unit 3-N: | 14-33-127-011-1005 |
| | Unit 3-S: | 14-33-127-011-1006 |
| | Garage Unit A: | 14-33-127-011-1007 |

This document prepared by and after recording, please return to:

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