

UNOFFICIAL COPY

PLAT

95014596

1-9-95

SEE PLAT BOOKS

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

95011596

AMENDMENT TO DECLARATION AND BY-LAWS
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
OF PREMISES AT: 3732 NORTH PINE GROVE AVENUE
CHICAGO, ILLINOIS

JAN 09 1995

THE MARC ANTHONY CONDOMINIUMS
PURSUANT TO THE CONDOMINIUM PROPERTY ACT OF ILLINOIS

WHEREAS, the real property commonly known as 3732 North Pine Grove, Chicago, Illinois (the "Property") legally described on Exhibit "A" attached hereto, was subjected to the provisions of the Illinois Condominium Property Act, 765 ILCSA 005/1 et. seq. (the "Act"), by the recording of the Declaration and By-Laws Establishing a Plan for Condominium Ownership of Premises at 3732 North Pine Grove, Chicago, Illinois, THE MARC ANTHONY CONDOMINIUMS (the "Declaration") with the Recorder of Deeds of Cook County, Illinois as Document NO. 15251926 on or about November 21, 1979;

WHEREAS, the Board of Directors of the Marc Anthony Condominium Association (the "Board") proposed certain amendments and modifications to the Declaration, pursuant to the authority granted it under the Declaration;

WHEREAS, the approval of all of the unit owners and the approval of any mortgagees, have been obtained by the Board;

NOW, THEREFORE, pursuant to the provisions of ARTICLE XIII, Section 7 of the Declaration, the Declaration is amended as follows:

A. All amendments to the Act subsequent to the recording of the Declaration are hereby incorporated into the Declaration as if fully rewritten into the applicable Article, Section and Exhibit of the Declaration.

B. Article I of the Declaration is amended by adding the following paragraphs at the end of Article I:

(v) "Limited Common Elements" means a portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain unit or units to the exclusion of the other units, including but not limited to balconies, terraces, and patios.

(w) "Deeded Parking Spaces" means those parking spaces specifically deeded to and among unit owners.

C. Article III of the Declaration is hereby amended by deleting Section 1 of Article III in its entirety and replacing it with the following paragraph:

1. Description: Except as otherwise in this Declaration provided, the common elements shall consist of all portions of the Property except the Units and any

RECORDING FEE \$ 32.00
DATE 1-9-95 COPIES 6
BY NK

7517864 2

80011000

95011596

COOK COUNTY RECORDER OF DEEDS
300 N. LAUREL ST. CHICAGO, IL 60601

UNOFFICIAL COPY

FILED
RECORDED

Property of Cook County Clerk's Office

2000/01/01

UNOFFICIAL COPY

Deeded Parking Spaces. Without limiting the generality of the foregoing, the common elements shall include the land, outside walks, corridors and driveways, landscaping, stairways, entrances and exits, halls, corridors, utility room, roof and sun deck, structural parts of the building, component parts of walls, floors and ceilings, and pipes, ducts, flues, shafts, and public utility lines serving the common elements of more than one Unit.

D. Article III of the Declaration is amended by adding the following Sections at the end of Article III:

3. Limited Common Elements: The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designed as such in this Declaration, including in the Plat, or which by the nature of the location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (along or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following: (a) the interior surface of the perimeter walls, ceilings and floors, which define the boundary planes of a Unit; (b) perimeter doors and windows which serve exclusively a single Unit; (c) any system or component part thereof which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; and (d) patios and balconies.

4. Use of Limited Common Elements: Each Unit Owner and Occupant shall have the right to: (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner, which right shall be appurtenant to and shall run with the title to such Unit, and shall not be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner in common with one or more (but not all) other units, which use and possession shall be to the exclusion of all other persons except the Unit Owner of any such other Unit to which such Limited Common Elements shall respectively appertain. The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the Act.

5. Restrictions on Deeded Parking Spaces: Attached to this document is Exhibit B. Said Exhibit is page one

95014596

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/08

UNOFFICIAL COPY

of a Survey and specifically identifies on its face the Parking Spaces, which shall commonly be referred to as P-1 through P-9. These spaces may be deeded between unit owners at their expense in accordance with the Act. A unit owner may have title to more than one deeded parking space. However, no such parking space may be transferred to a non-unit owner. Any attempt to so transfer shall be deemed null and void and of no legal effect. In the event a unit owner sells or his or her interest in any unit is otherwise transferred, any deeded parking space to which he or she has an interest, must concurrently be transferred to a unit owner. In the event that a transfer of the deeded parking space cannot be effectuated to another unit owner, the deeded parking space shall revert back to the Association and may be disposed or utilized as the Board of the Directors of the Association sees fit.

F. Article VII of the Declaration is amended by deleting Section 3 of Article VII in its entirety.

G. Article VIII of the Declaration is amended by deleting Section 4 of Article VIII in its entirety and replacing it with the following Section:

4. All of the maintenance, repair and replacement of the Limited Common Elements and any Deeded Parking Spaces benefitting a Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein, shall be performed by the respective Unit Owner benefitted thereby. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs, and replacements of the Limited Common Elements and any Deeded Parking Spaces and the cost thereof shall be assessed in whole or in part to Unit Owners benefitted thereby, and further, 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, to pay the cost thereof with 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 Property from all mechanics' or materialmens' lien claims that may arise therefrom. At this time, until otherwise altered by vote of the Board, the owners of the Deeded Parking Spaces shall pay fifty percent (50%) of the costs to maintain and remove snow from the parking lot and all the Deeded Parking Spaces.

95014596

UNOFFICIAL COPY

Property of Cook County Clerk's Office

20170210

UNOFFICIAL COPY

H. Article XIII of the Declaration is hereby amended by deleting Section 1 of Article XIII in its entirety and replacing it with the following paragraph:

1. Rights of Mortgagees and Others to Notice: A holder, insurer or guarantor of a first mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

(a) Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Unit, dimensions and/or number of any unit, or the exclusive easement rights appertaining thereto; (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses; (iii) the number of votes in the Association appertaining to any Unit; or (iv) the purposes to which any Unit or the Common Elements are restricted;

(b) Any proposed termination of THE MARC ANTHONY CONDOMINIUMS as a condominium project;

(c) Any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000 or which affects any Unit, which loss exceeds \$1,000 on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(d) Any delinquency in the payment of assessments of charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(f) Any proposed action that required the consent of a specified percentage of First Mortgagees.

2. Additional Rights of First Mortgagees:

(a) Any restoration or repair of the Property after partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building, unless upon the approval of a majority in number of First Mortgagees of Units, which are subject to a mortgage or trust deed.

(b) Any election to terminate THE MARC ANTHONY

35014596

UNOFFICIAL COPY

CONDOMINIUMS as a condominium project after substantial destruction or substantial taking by condemnation of the Property requires the approval of a majority in number of First Mortgagees of Units which are subject to a mortgage or trust deed.

(c) Any holder, insurer, or guarantor of a first mortgage has the right, during normal business hours and upon reasonable advance written notice to the Board, to inspect the Declaration, By-Laws and Rules and Regulations of the Condominium and the books, records and financial statements of the Association.

(d) The Association must give any holder, insurer or guarantor of a first mortgage who makes written request a financial statement of the Association for the preceding fiscal year.

I. Article XIII, section 7 is modified to reflect that fifty-one percent (51%) of the unit owners, rather than three-fourths (3/4), shall be sufficient, combined with all the members of the Board, and any mortgagees required under the provisions of the condominium instrument, to amend, change or modify the condominium instruments. In addition, it shall only require fifty-one percent (51%) of the unit owners, combined with all the members of the Board, and any mortgagees required under the provisions of the condominium instrument for the developer to correct any grammatical or scrivener's errors affecting any condominium instruments for a period of one year from the recording of this Amendment.

J. Exhibit "A" of the Declaration, the Plat of Survey, is hereby amended by the portion of a Plat of Survey attached hereto as Exhibit "B".

K. Exhibit "B" of the Declaration, Percentage of Interest in Common Elements, is hereby amended by deleting Exhibit "B" of the Declaration in its entirety and replacing it with Exhibit "C" attached hereto.

L. Article I of the BY-LAWS OF THE MARC ANTHONY CONDOMINIUMS ASSOCIATION attached to the Declaration as Exhibit "C" is hereby amended by deleting Section 2(t) of Article I of the By-Laws in its entirety.

M. Article I of the BY-LAWS OF THE MARC ANTHONY CONDOMINIUM ASSOCIATION attached to the Declaration as Exhibit "C" is hereby amended by deleting Section 2(u) of Article I of the By-Laws in its entirety and replacing it with the following paragraph:

(u) to engage in services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2007 10 19

UNOFFICIAL COPY

fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three (3) years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice;

IN WITNESS WHEREOF, the undersigned, the sole Owner of all of the property commonly known as 3732 North Pine Grove Avenue, Chicago, Illinois, has executed this Amendment on the

day of January
19 75.

Broderick Building Corporation

by: [Signature]

Attest: [Signature]

Property of Cook County Clerk's Office

95014596

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000

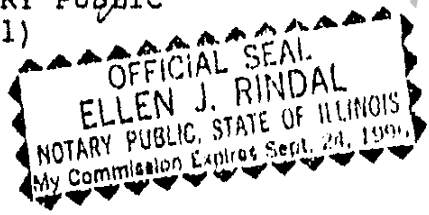
UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Ellen J. Rindal, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Broderick Building Corporation, by its President, Dennis Broderick and its Vice, Carby Spice, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary of Broderick Building Corporation, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own 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 5 day of September 1972.

Ellen J. Rindal
NOTARY PUBLIC
(Seal)



Cook County Clerk's Office

95014596

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/10/28

UNOFFICIAL COPY

AS PER THE REQUIREMENTS OF THE CONDOMINIUM PROPERTY ACT OF ILLINOIS THIS AMENDMENT HAS BEEN APPROVED BY THE UNDERSIGNED, being the sole Mortgagee of the property commonly known as 3732 North Pine Grove Avenue, Chicago, Illinois, on this 5th day of January 19 95.

St. Paul Federal Bank for Savings

by: _____

Attest: _____

Nancy S. Kapp

Property of Cook County Clerk's Office

95014596

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Bridget Love-Finner, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that St. Paul Federal Bank for Savings, by its Senior Vice President, and its Assistant Secretary, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Clifford A. Gladwin and Nancy G. Kapp of St. Paul Federal Bank for Savings, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own 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 5th day of January 19 75.

Bridget Love-Finner
NOTARY PUBLIC

(Seal) "OFFICIAL SEAL"
BRIDGET LOVE-FINNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/14/98

Cook County Clerk's Office

95014596

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF Waukegan

AFFIDAVIT OF ALL OWNERS OF THE MARC ANTHONY CONDOMINIUM ASSOCIATION

The undersigned, the sole Owner of all of the property commonly known as 3732 North Pine Grove Avenue, Chicago, Illinois, certifies that the foregoing Amendment to Declaration and By-Laws Establishing a Plan for Condominium Ownership of Premises at 3732 North Pine Grove Avenue, Chicago, Illinois, The Marc Anthony Condominiums Pursuant to the Condominium Property Act of Illinois, was consented to and approved by the sole Unit Owner and the sole mortgage of all the Units as required by Section 7 of Article XIII of the Declaration.

FURTHER AFFIANTS SAYETH NAUGHT.

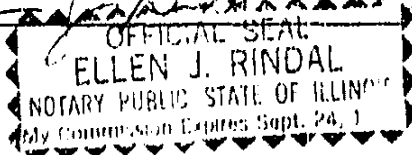
Broderick Building Corporation

by: *[Signature]*

Attest: *[Signature]*

Subscribed and sworn to before me
this 5 day of February 19 95.

Notary *[Signature]*



UNOFFICIAL COPY

EXHIBIT "A" LEGAL DESCRIPTION

The Southerly 1/2 of Lot 4 in Block 5 in E.E. Hundley's
Subdivision of Lots 3 to 21 and Lots 33 to 37 all inclusive
in Pine Grove in the Northwest 1/4 of Section 21, Township 40
North, Range 14, East of the Third Principal Meridian, in
Cook County, Illinois.

Prepared by + Mark Twain

Ellen J. Rindal,

290 Springfield Ave

Avon 2000

Bloomington, IL 60108

pty address: 3732 N. Paulina Ave
Chgo IL

Plus - 14-21-105-034-1001
14-21-105-034-1002
14-21-105-034-1003
14-21-105-034-1004
14-21-105-034-1005
14-21-105-034-1006
14-21-105-034-1007
14-21-105-034-1008

14-21-105-034-1009
14-21-105-034-1010
14-21-105-034-1011
14-21-105-034-1012
14-21-105-034-1013
14-21-105-034-1014
14-21-105-034-1015
14-21-105-034-1016

95014596

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

EXHIBIT "B"
REVISED PLAT OF SURVEY

Property of Cook County Clerk's Office

95014536

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

EXHIBIT "C"

THE MARC ANTHONY CONDOMINIUMS
3732 North Pine Grove
Chicago, IL.

<u>UNIT</u>	<u>Percentage of Interest in Common Elements</u>
1A	4.94
1B	4.36
1C	4.36
1D	4.36
1E	4.36
1F	4.73
1G	4.73
1H	4.94
2A	9.97
2B	4.36
2C	4.36
2D	4.36
2E	9.68
2F	9.68
2G	9.97
2H	
<u>PARKING SPACES</u>	
P-1	.72
P-2	.72
P-3	.72
P-4	.72
P-5	.72
P-6	.72
P-7	.72
P-8	.72
P-9	.72
TOTAL	<u>100.00</u>

35014536

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02011200