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2001-11-20 11:53:41

Cook County Recorder

27.00

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Brian Meltzer
MELTZER, PURTILL & STELLE
1515 East Woodfield Road
Suite 250
Schaumburg, Illinois 60173-5431
(847) 330-2400

PINS: 04-27-301-014

04-27-400-030



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ABOVE SPACE FOR RECORDER'S USE ONLY

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11/06/01

SPECIAL AMENDMENT NO. 2 TO DECLARATION FOR CONCORD AT THE GLEN

This Special Amendment is made and entered into by Concord at the Glen L.L.C., an Illinois limited liability company ("Declarant").

R E C I T A L S

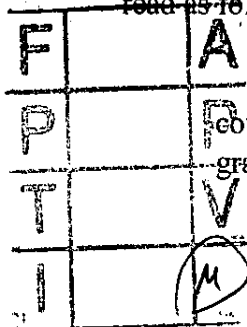
Declarant Recorded the Declaration for Concord at the Glen on February 15, 2001, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 0010123669 (the "Declaration"). The Declaration made certain real estate subject to the provisions of the Declaration. In Article Ten of the Declaration, Declarant reserved the right and power to record a Special Amendment to the Declaration to, among other things, bring the Declaration into compliance with applicable laws, ordinances or governmental regulations. Declarant exercised this right and power by recording Special Amendment No. 1 to the Declaration in Cook County, Illinois, as Document No. 0010694263.

It has come to the Declarant's attention that it is necessary to amend Section 3.02 of the Declaration in order to bring the Declaration into compliance with requirements of the Municipality. In addition, Declarant desires to correct errors which were included in Sections 2.03 and 10.01 when the Declaration was Recorded. Accordingly, Declarant does hereby amend the Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Declaration.

2. Amendment of Section 2.03. Section 2.03 is hereby amended and restated to be and read as follows:

"2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall



RECORDING FEE

DATE

11/20/01

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run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02."

3. Amendment of Section 3.02. Section 3.02 is hereby amended and restated to be and read as follows:

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"3.02 OWNERSHIP: Portions of the Community Area may be conveyed to the Municipality. All portions of the Community Area which are not conveyed to the Municipality shall be conveyed to the Association by Declarant on or before the Turnover Date; provided, that, if any Community Area is made subject to this Declaration after the Turnover Date, such Community Area shall be conveyed to the Association simultaneously with such Community Area being made subject to this Declaration. Any Community Area conveyed to the Municipality or to the Association shall be conveyed free and clear of any mortgage or trust deed, but shall be subject to covenants, conditions, restrictions and easements of record, including, without limitation, easements reserved to the United States of America in deeds recorded as Document Nos. 09009499 and 98036651. The Association shall be responsible for the payment of any and all Community Expenses in connection with the Community Area (including those portions of the Community Area which are conveyed to the Municipality), including, without limitation, real estate taxes, if any, and property damage and public liability insurance premiums."

4. Amendment of Section 10.01. Section 10.01 is hereby amended and restated to be and read as follows:

"10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots, (iii) to correct errors or inconsistencies in the Declaration or any Exhibit, or (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate at such time as Declarant no longer holds or controls title to a portion of the Premises."

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5. Continuation. As expressly hereby amended, the Declaration shall continue in full force and effect in accordance with its terms.

Dated: November 15, 2001

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DECLARANT:

CONCORD AT THE GLEN L.L.C., an Illinois
limited liability company

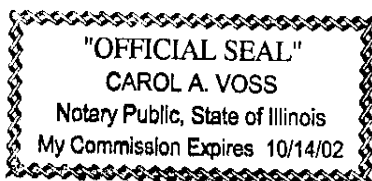
By: A.C. Homes VII, its managing member

By: Deborah T. Haddad
Its Vice President

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Deborah T. Haddad, the Vice President of A.C. Homes VII, the managing member of Concord at the Glen L.L.C., an Illinois limited liability company (the "Company"), appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of November, 2001.



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Carol A. Voss
Notary Public

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007903783 SK
STREET ADDRESS: CONCORD AT THE GLEN UNIT 1
CITY: GLENVIEW COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

LOTS 1 TO 21, BOTH INCLUSIVE AND LOTS 32 TO 70, BOTH INCLUSIVE AND LOTS 107 TO 109, BOTH INCLUSIVE AND LOTS A AND D IN THE SUBDIVISION OF CONCORD AT THE GLEN UNIT 1 RECORDED JANUARY 3, 2001 AS DOCUMENT 0010004437 FALLING IN THAT PORTION OF LOT 37 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, BEING A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28 AND 34 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 31, 1999 AS DOCUMENT 99313067, IN COOK COUNTY, ILLINOIS.

LOTS 22 THRU 31, BOTH INCLUSIVE, LOTS 71 THROUGH 106, BOTH INCLUSIVE, LOTS 110 THROUGH 143, BOTH INCLUSIVE AND LOTS B AND C IN CONCORD AT THE GLEN UNIT 2 FALLING IN THAT PORTION OF LOT 27 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, BEING A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28 AND 34 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 3, 2001 AS DOCUMENT 0010004438 IN COOK COUNTY, ILLINOIS.