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2000-03-15 16:54:04

Cook County Recorder

SPECIAL AMENDMENT NO. 2 TO DECLARATION OF CONDOMINIUM **OWNERSHIP** FOR GLENLAKE CONDOMINIUM NO. 2

THIS SPECIAL AMENDMENT TO NO. 2 DECLARATION OF CONDOMINIUM OWNERSHIP GLENLAKE CONDOMINIUM NO. 2 ("Special Amendment No. 2") is made and entered into by Dunning Development, L.L.C., an Illinois limited liability company ("Declarant")

#### RECITALS

Declarant recorded the Declaration of Condominium Ownership for Glenlake Condominium No. 2 (the "Condominium Declaration") on May 13, 1999, as Document No. 99-465987. The Declaration submitted certain real estate to the provisions of the Condominium Property Act of the State of Illinois (the "Act") and subjected such real estate to the Condominium Declaration.

In Article Nine of the Condo ninium Declaration, Declarant reserved the right and power B. to record a Special Amendment to the Condom nium Declaration for various purposes stated therein. Declarant has exercised such right and power by recording the following document(s) in the Recorder's Office:

Name of Document

Recording Date

Recording No.

Special Amendment No. 1

August 11, 1997

99-765125

The Condominium Declaration, as amended by Special Amendment No. 3, shall remain deemed as the "Condominium Declaration" and Declarant continues to reserve the right and power to amend it under Article Nine of the Condominium Declaration.

Declarant desires to exercise the right and power reserved in Article Nine of the Condominium Declaration to amend it by this Special Amendment No 2.

NOW, THEREFORE, Declarant hereby amends the Condominium Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the same meanings ascribed to them in the Condominium Declaration.

#### 2. Outside Parking.

a. Additional Definition of Exclusive Limited Common Elements. Section 1.16 of the Condominium Declaration is amended, retroactively ab initio, to add the following sentences at the end of said Section. "Each and every parking space delineated and identified on the Plat (as

amended from time to time) as "OP-XXX", where "XXX" is the number or symbol assigned to a specific Dwelling Unit and which parking spaces are located on the Development Area exterior to the improvements in which the Dwelling Units are located ("Outside Parking"), and howsoever identified and delineated on the Plat, are and shall be deemed to be Exclusive Limited Common Elements, each such Outside Parking space being appurtenant to the Dwelling Unit having the same number or symbol ("Outside Parking Exclusive Limited Common Elements"). To the end of confirming and/or ratifying such Outside Parking, the Declarant shall have the right and power upon submittal of Development Area to the Act and subject to the Condominium Declaration (and the Association shall have the right after the Turnover Date) to reserve in the context of such submittal (or, in the case of the Association after the Turnover Date, to ratify expressly a reservation if required to so confirm) that the Dwelling Unit to which Outside Parking space is assigned has a perpetual easement and/or irrevocable license to that Outside Parking space, subject to the Act, the Condominium Declaration and the additional provisions of subsection b. of this Section 2.

Rights and Responsibilities respecting Outside Parking Exclusive Limited Common Elements. Not withstanding anything to the contrary contained in Articles Three, Six, or any other provisions of the Condominium Declaration respecting the use and repair and maintenance of Common Elements, Limited Common Elements and Exclusive Limited Common Elements, (i) the Condominium Association shall be solely responsible, at its sole cost and expense, for the repair and maintenance of Cutside Parking and associated signage or other identification as such, including capital repairs an I replacements performed in connection with the Development Area on which said Outside Parking are located, shall budget, levy and assess the Owners of the Dwelling Units to which such Outside Parking is assigned, no additional assessment, charge or surcharge whatsoever, for exclusive use of same excepting only the reasonable costs and expenses of repairs and maintenance and replacement necess tated through the willful misconduct of the Owner(s) of the Dwelling Unit to which the applicable Caride Parking space is assigned, and shall have no right to supplement or amend the Condominium Declaration to withdraw or relocate any Outside Parking Exclusive Limited Common Elements without the consent of the Owner(s) of the Dwelling Unit(s) to which the same are assigned; and (ii) Owners of Dwelling Units assigned Outside Parking spaces shall have the right, together with any conveyance of the Dwelling Unit, to represent and convey therewith the rights and responsibilities for the Outside Parking Exclusive Limited Common Element assigned to said Dwelling Unit, subject to the Condominium Declaration from time to time in effect; provided that for the purposes of repair and maintenance of the Outside Parking, the Owner of the Dwelling Unit to which same is assigned shall, upon reasonable request of the Association, temporarily from time to time releast its vehicle therein stationed for such purposes to another outside parking space reasonbly proximate to the Outside Parking space.

3. Covenants to Run with Land. The covenants, conditions, restrictions and fasements contained in the Condominium Declaration, as amended by this Special Amendment No 2, shall run with and bind the Premises.

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4. <u>Continuation.</u> As expressly her continue in full force and effect in accordance with it	reby amended, the Condominium Declaration shall sterms.		
Dated: March 13, 2000.			
	DUNNING DEVELOPMENT, L.L.C.		
	By its Managers:		
	NORWOOD BUILDERS, INC.		
	By: President President		
Ox	THE HARLEM IRVING COMPANIES, INC.		
Co	By: Donald W. Bailey Vice President		
STATE OF ILLINOIS )			
) SS. COUNTY OF COOK )	0,		
hereby certify that Bruce J. Adreani, President Development, L.L.C., appeared before me this delivered the within instrument as his free and vecorporation, for the uses and purposes therein set for	a Notary Jublic in and for said County and State, do of Norwood Builders, Inc., a Manager in Dunning day in person and acknowledged that he signed and oluntary act, and as the free and voluntary act of said orth.		
GIVEN under my hand and Notarial Seal  "OFFICIAL SEAL"  STEPHEN S. MESSUTTA  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 3/5/2003  STATE OF ILLINOIS  ) SS.	this 13th day of March, 2000.  Notary Public		
COUNTY OF COOK )	Date in and for said County and State do		
hereby certify that Donald W. Bailey, Vice Presid Dunning Development, L.L.C., appeared before m delivered the within instrument as his free and v corporation, for the uses and purposes therein set f			
GIVEN under my hand and Notarial Seal this /4 day of MARCH , 2000.			
"OFFICIAL SEAL" ALICE JACKSON Notary Public, State of Illinois My Commission Expires 12/01/03	Notary Public		

#### CONSENT OF MORTGAGEE

Parkway Bank and Trust Company, which is the holder of a mortgage dated July 15, 1999 and recorded August 11, 1999 as Document No. 99-765126 affecting the underlying land, hereby consents to the recording of the within Special Amendment No. 2 to Declaration of Condominium Ownership for Glenlake Condominium No. 2 ("Special Amendment No. 2") and agrees that its mortgage shall be subject to the terms of the Condominium Declaration (as that term is defined in Special Amendment No. 2) as so amended.

amended.	
Dated: Narch 13, 2000.	
	PARKWAY BANK AND TRUST COMPANY
	By: Marianne L. Wagener Vice President
	ATTEST:
0,5	By:
STATE OF ILLINOIS ) SS.	
COUNTY OF COOK )	
hereby certify that Marianne Wagener and Davia and ASST. Vice Present of Parkway Bar me this day in person and acknowledged that they	a Notary Public in and for said County and State, do Notary Public in and for said County and State, do Notary Public in and for said County and State, do Notary and Trust Company ("Mortgagee"), appeared before signed, scaled and delivered the within instrument as untary act of the Mortgagee, for the uses and purposes
therein set forth.  GIVEN under my hand and Notarial Seal th	
	Nouca Kichnez Notary Public
	MONICA KUCMIERZ NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 04/29/2003

### **EXHIBIT B TO** DECLARATION OF CONDOMINIUM OWNERSHIP FOR GLENLAKE CONDOMINIUM NO. 2

#### The Parcel

THAT PART OF LOT 1 IN GLEN LAKE PHASE II, BEING A SUBDIVISION OF THE SOUTH FRACTIONAL HALF OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 28, 1995, AS DOCUMENT NUMBER 95819358, DESCRIBED AS FOLLOWS:

BEGINITING AT A POINT 26.00 FEET NORTH AND 19.99 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1 (AS MEASURED AT RIGHT ANGLES); THENCE NORTH 00 DEGIZES 09 MINUTES 34 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID LOT 1. A DISTANCE OF 212.29 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1. THENCE NORTH 77 DEGREES 43 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE OF LOT 1 A DISTANCE OF 8.15 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 26 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 157.28 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST PARALLEL WITH SAID WEST LINE 89.00 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST PARALLEL WITH SAID SOUTH LINE 61.77 FEET; THENCE SOUTH 44 DEGREES 50 MINUTES 26 SECONDS WEST 20.47 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST PARALLEL WITH SAID WEST LINE 110.52 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 26 SECONDS WEST PARALLEL WITH SAID SOUTH LINE 89.00 FEET TO THE POINT OF Start's Office BEGINNING, IN COOK COUNTY, ILLINOIS.

#### ADDRESS:

4210 Natchez Chicago, Illinois 60634

PIN: 13-18-409-043

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UNIT#	MODEL	Rarking Space	Space	A Marian
		· · · ·		4,15 4
4-201	Essex	P4-18	S4-18	2.165%
4-202	Glenmoor II	P4-1	S4-1	1.895%
4-203	Kensington	P4-15	S4-15	1.913%
4-204	Dartmoor	P4-41	S4-41	1.574%
4-205	Bartlett	OP4-51	S4-2S	1.440%
4-206	Glenmoor	P4-25	S4-25	2.411%
4-207	Hampton	P4-28	S4-28	2.007%
4-208	Dartmoor	P4-40	S4-40	1.574%
4-209	Bartlett II	P4-42	S4-42	1.333%
4-210	Manchester	P4-29	S4-29	. 2.406%
4-211	Kensington	P4-50	S4-50	1.913%
4-212	Laurei	P4-39	S4-39	1.842%
4-213	Fairfield	P4-22	S4-22	2.437%
4-301	Essex	P4-19	54-19	2.165%
4-302	Glenmoor II	P4-2	54-2	1.895%
4.30%	Kensington	P4-17	S4-17	1.913%
4-304	Dartmoor II	P4-13	S4-13	1.634%
4-305	Bartlett	OP4-52	S4-3S	1.440%
4-306	/slenmoor	P4-26	S4-26	2.411%
4-307	Hampton	P4-27	S4-27	2.007%
4-308	Dartmoc, il	P4-12	S4-12	1.634%
4-309	Bartlett II	P4-45	S4-45	1.333%
4-310	Manchester	P4-36	S4-36	2.406%
4-311	Kensington	74-20	S4-20	1.913%
4-312	Laurel	P+-38	S4-38	1.842%
4-313	Fairfield	P4-37	S4-37	2.437%
4-401	Essex	P4-7	S4-7	2.165%
4-402	Glenmoor II	P4-4	\$4-4	1.895%
4-403	Kensington	P4-8	S4-8	1.913%
4-404	Dartmoor II	P4-16	54-16	1.634%
4-405	Bartlett	P4-31	64.43	1.440%
4-406	Glenmoor	P4-47	S4-:7	2.411%
4-407	Hampton	P4-24	S4-24	2.007%
4-408	Dartmoor II	P4-9	S4-9	1.634%
4-409	Bartlett II	P4-43	S4-43	1.333%
4-410	Manchester	P4-35	S4-35	<b>7.406%</b>
4-411	Kensington	P4-5	S4-5	.913%
4-412	Laurel	P4-11	S4-11	1.842%
4-413	Fairfield	P4-33	S4-33	2.437%
4-501	Essex	P4-6	S4-6	2.165%
4-502	Glenmoor II	P4-3	S4-3	1.895%
4-503	Kensington	P4-49	S4-49	1.913%
4-504	Dartmoor II	P4-14	S4-14	1.634%
4-505	Bartlett	P4-30	S4-5S	1.440%
4-506	Glenmoor	P4-48	S4-48	2.411%
4-507	Hampton	P4-23	S4-23	2.007%
4-508	Dartmoor II	P4-10	S4-10	1.634%
4-509	Bartlett II	P4-44	S4-44	1.333%
4-510	Manchester	P4-21	S4-21	2.406%
4-511	Kensington	P4-46	S4-46	1.913%
4-512	Laurel	P4-32	S4-32	1.842%
4-513	Fairfield	P4-34	S4-34	2.437%
TOTALS:				100.00%
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Linda excel

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