



Doc#: 0433532068
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 11/30/2004 02:35 PM Pg: 1 of 7

**FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
SKOKIE CENTER CONDOMINIUM**

STC 1 384427 WMM

THIS FIRST AMENDMENT to the Declaration Of Condominium Ownership pursuant to the Condominium Property Act for the Skokie Center Condominium (hereinafter referred to as "the Amendment") is executed SUBURBAN BANK & TRUST COMPANY, not individually, but as Trustee under Trust Agreement dated July 18, 2003, and known as Trust Number 74-3347 (hereinafter referred to as "Declarant".)

WITNESSETH:

WHEREAS, Declarant recorded the Declaration of Condominium Ownership for the Skokie Center Condominium on May 27, 2004 in the Office of the Recorder to Deeds of Cook County, Illinois, as Document No. 0414834067 (hereinafter referred to as "the Declaration"); and

WHEREAS, the Declaration submitted certain real estate to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter referred to as "the Act") which real estate is described in Exhibit A attached hereto (hereinafter referred to as "the Submitted Parcel"); and

WHEREAS, in compliance with the Act, under Article XI, Paragraph 1 of the Declaration the Declarant has the powers, rights, duties and function of the Board of Managers of the Association until such time as Declarant shall have consummated the sale and conveyance of Units aggregating seventy-five per cent (75%) of the then Units as set forth in Exhibit "C"; and

WHEREAS, in compliance with the Act, under Article XI, Paragraph 3 of the Declaration the Declarant the provisions of the Declaration excepting those affected by Paragraph 6 of Article XI, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President and Secretary of the Board, and certifying that the Unit Owners having at least sixty-seven (67%) percent of the total votes have approved such amendment at a meeting of the Association duly called for such purpose, and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all First Mortgagees, no less than ten (10) days prior to the date of such affidavit; and

WHEREAS, as of the date of this Amendment, the Declarant has not consummated the sale and conveyance of any Units and there are no First Mortgagees of any Units; and

WHEREAS, the Declarant has the full right and authority to amend the provisions of the Declaration pursuant to Article XI, Paragraph 13 of the Declaration, subject to the Consent of Mortgagee of Declarant's First Mortgage, attached hereto;

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WHEREAS, Declarant desires to amend the Declaration as it relates to Article V, Paragraph 15 by changing the covenants, restrictions and regulations relating to the leasing or subleasing of a Unit by a Unit Owner;

NOW, THEREFORE, the Declarant does hereby declare that the Declaration is amended as follows:

1. The provisions of Article V, Paragraph 15 are hereby deleted in their entirety and the following provisions are hereby substituted therefor as the amended Article V, Paragraph 15:

15. Leases. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit, unless such Unit is owned by Declarant) at any time and from time to time provided that (except for a lease or sublease made by Declarant or a Permitted Mortgagee that either is in possession or is a purchaser at a judicial sale) (a) no Unit may be leased or subleased for a term of less than seven (7) days; (b) no Unit may be leased or subleased without a written lease or sublease; (c) a copy of such lease or sublease shall be furnished to the Board within ten (10) days after execution thereof; (d) no Unit may be leased or subleased without the approval of the Board to the prospective lessee or sub-lessee and the written lease or sublease; and (e) the rights of any lessee or sub-lessee of the Unit shall be subject to, and each such lessee or sub-lessee shall be bound by, the covenants, conditions, and restrictions set forth in this Declaration, Bylaws, and Board rules and regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any monthly Common Expense assessments on behalf of the Owner of that Unit.

2. As expressly amended by this Amendment, the Declaration shall continue in full force and effect in accordance with its terms and, except as herein specifically amended, the Declaration is hereby ratified and confirmed. In the event of any inconsistency between this Amendment and the Declaration, this Amendment shall control.

IN WITNESS WHEREOF, said Declarant as aforesaid has caused its name to be signed by its Trust Officer and attested to by its Trust Officer this 19th day of November, 2004.

Suburban Bank and Trust Company, not individually, but as Trustee under Trust Agreement dated July 18, 2003, and known as Trust Number 74-3347 (hereinafter referred to as "Declarant".)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, understandings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not at personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Suburban Bank & Trust Company or any of the beneficiaries under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability if any, being expressly waived and released.

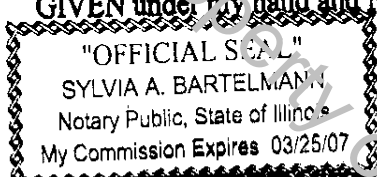
[Signature]
Its Trust Officer

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STATE OF ILLINOIS
COUNTY OF COOK

I, Sylvia A. Bartelmann a Notary Public in and for said County and State, do hereby certify that Rosemary MAZUR and _____, respectively, of SUBURBAN Bank & Trust Company, ("the Bank"), personally known to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officers, 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 Bank, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 19th day of November, 2004.



Sylvia A. Bartelmann
Notary Public

THIS DOCUMENT PREPARED BY:

Daniel C. Looney - Attorney at Law
23519 Kishwaukee Valley Road
Marengo, IL 60152

UPON RECORDING MAIL TO:

Daniel C. Looney - Attorney at Law
23519 Kishwaukee Valley Road
Marengo, IL 60152

(Large handwritten flourish or signature)

(Watermark: COOK County Clerk's Office)

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CONSENT OF MORTGAGEE

FOUNDERS BANK ("the Mortgagee") holder of a Note secured by a Mortgage on the Property dated October 15, 2003 hereby consents to the execution and recording of the above and foregoing First Amendment to Declaration of Condominium Ownership for Skokie Center Condominium, and hereby submits the Mortgage recorded on October 28, 2003 as Document No. 0330135040 to the provisions of the above and foregoing Declaration of Condominium and the Illinois Condominium Property Act.

IN WITNESS WHEREOF, the said FOUNDERS BANK has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois, on this 19th day of November, 2004.

FOUNDERS BANK

By: [Signature]
Its Vice President

(SEAL)

ATTEST: [Signature]
Its Vice President

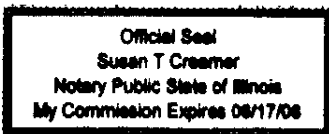
STATE OF ILLINOIS

COUNTY OF ~~COOK~~ GRUNDY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that the above officers of FOUNDERS BANK, ("the Bank"), personally known to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of November, 2004.

[Signature]
Notary Public



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**LIST OF EXHIBITS
FOR
FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE SKOKIE CENTER CONDOMINIUM**

EXHIBIT

A

Property Initially Subject to the Declaration and Address
and Permanent Index Number of Property
Covered by the Amendment.

Property of Cook County Clerk's Office

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EXHIBIT "A"

Property Subject to the Declaration

Legal Description of Property:

LOTS 36 AND 37 IN GALITZ SUBDIVISION OF LOTS 27, 28 AND 29 IN GALITZ SUBDIVISION OF PART OF LOT 10 AND THE NORTH 18.8 FEET OF LOT 11 IN COUNTY CLERK DIVISION OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 5215-19 Galitz, Skokie, Illinois

Permanent Index Number: 10-29-111-043

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT "C"****List of Units and Percentage Interest in the Common Elements**

Unit Number	Percentage Interest	Unit Number	Percentage Interest
1A	5.20	P-16	0.15
1B	5.67	P-17	0.15
1D	5.67	P-18	0.15
1F	2.43	P-19	0.15
2A	5.20	P-20	0.15
2B	5.67	P-21	0.15
2C	4.22	P-22	0.15
2D	5.67		
2E	5.20		
3A	5.20		
3B	5.67		
3C	4.22		
3D	5.67		
3E	5.20		
4A	5.20		
4B	5.67		
4C	4.22		
4D	5.67		
4E	5.20		
P-2	0.15		
P-3	0.15		
P-4	0.15		
P-5	0.15		
P-6	0.15		
P-7	0.15		
P-8	0.15		
P-9	0.15		
P-10	0.15		
P-11	0.15		
P-12	0.15		
P-13	0.15		
P-14	0.15		
P-15	0.15		
	Total		100.00 %