

UNOFFICIAL COPY

Prepared by:
Thomas F. Courtney, Attorney at Law
7000 W. 127 Street
Palos Heights, Il. 60463
Permanent tax index nos.



Doc#: 0706609002 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/07/2007 10:20 AM Pg: 1 of 7

08-31-400-064-0000,
08-31-400-065-0000,
08-31-400-066-0000,
08-31-400-067-0000,
08-31-400-068-0000,
08-31-400-069-0000,
08-31-400-070-0000,
08-31-400-071-0000,
08-31-400-072-0000.

SECOND AMENDMENT BELVEDERE PLAZA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ADDING PARTY WALL, AMENDING PERCENTAGES, AND GRANTING EXCLUSIVE USE

THIS SECOND AMENDMENT TO DECLARATION is made and executed this 1st day of March, 2007, by LAKESIDE BANK AS TRUSTEE UTA NO.10-2506, dated March 18, 2003, STANDARD BANK AND TRUST COMPANY UTA NO.17627, dated February 25, 2003, (hereinafter referred to as the "Record Owners") and ELKGROVE HOSPITALITY EAST, LLC, ELKGROVE HOSPITALITY WEST, LLC, and BELVEDERE PLAZA OWNERS ASSOCIATION, an Illinois Corporation, (hereinafter referred to collectively as "Developer").

WHEREAS,

The Declaration of the BELVEDERE PLAZA COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS was recorded in the office of the Recorder of Deeds of Cook County, Illinois, on January 20, 2004, as Doc#: 0414833126 and subsequently amended on January 20, 2004, Doc#: 0402008094, that imposes certain expenses and grants rights of use and enjoyment in and to the parking, rights of ingress, egress, and access to the Condominium. All provisions, restrictions, and assessments contained in said instrument shall be binding upon and shall inure to the benefit of any party who acquires any interest in the property..

The Declaration provided that there are two classes of voting membership:

Class A Class A members shall be all Owners, but excluding the Developer until the Class B membership ceases. Class A members shall be entitled to one (1) vote for each per cent of interest as set forth in Exhibit C. The Developer shall be the sole Class B member. The Class B member shall be entitled to one vote for each percentage of interest it owns. The Developer holds the Class B membership in the Association and has the power to make this Second Amendment.

This Second Amendment is being recorded for following purposes

UNOFFICIAL COPY

- a) Correction to Percentages. There is a scrivener=s error in the percentage interests in the Common Elements and the percentages are correctly stated in schedule A attached hereto.
- b) East Party Wall Agreement. The Declarant is creating a condominium office building known as the Belvedere Plaza Condominiums (a survey describing same is attached hereto as Exhibit B). The described condominium is separated from the the adjoining free standing 1 story retail building to the west by a common demising party wall. The common wall was part of the original construction of the retail and office building and is placed on the dividing line between the newly created Belvedere Plaza Condominiums and the free standing one story retail space immediately to the west. The demising wall between the one story retail and office condominium building shall constitute a party wall and the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. The easement shall permit necessary existing encroachments. The owners shall also have access to the party wall for inspection, maintenance, repair and/or replacement of all or a portion thereof. In the event of a fire or other casualty that results in a total or partial destruction of a building, the owner suffering the casualty shall have the right to repair or rebuild the party wall.
- c) Right to Contribution Runs With Land. The right of any Owner to party wall repair contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title, or assignee.
- d) Exclusive Use. So long as the Suite Properties, LLC-Elk Grove, operates a beauty care facility in the condominium, there shall be an exclusive use granted to Suite Properties, LLC-Ek Grove to operate a beauty care facility in the Belvedere Plaza.

IN WITNESS WHEREOF,

THIS DECLARATION is made and executed this 6th day of March, 2007 by LAKESIDE BANK AS TRUSTEE UTA NO.10-2506, dated March 18, 2003, STANDARD BANK AND TRUST COMPANY UTA NO.17627, dated February 25, 2003, (hereinafter referred to as the Record Owners) and ELKGROVE HOSPITALITY EAST, LLC, and ELKGROVE HOSPITALITY WEST, LLC, (hereinafter referred to collectively as Developer).

DATED: March 6th, 2007

Elk Grove Hospitality East, LLC.
By its Managing Members

ATTEST [Signature] ATTEST
Elk Grove Hospitality West, LLC.
By its Managing Members

ATTEST [Signature] ATTEST

UNOFFICIAL COPY

AND MADE A PART HEREOF

Standard Bank and Trust Company, as Trustee uta 17627

By:

ATTEST

Patricia Ralphson
Patricia Ralphson, A.V.P.

ATTEST

Donna Diviero
Donna Diviero, A.T.O.

Lakes Side Bank as Trustee, uta no 10-2506

By:

ATTEST

[Signature]
TRUST OFFICER

ATTEST

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

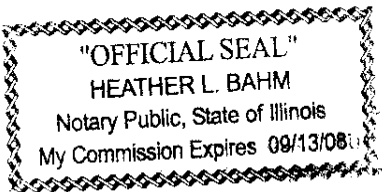
STANDARD BANK AND TRUST COMPANY UTA NO.17627, dated February 25, 2003, (hereinafter referred to as the Record Owner.

I, THE UNDERSIGNED a Notary Public in and for said County in the State aforesaid, do hereby certify that Patricia Ralphson, A.V.P. and Donna Diviero ATO and of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such DULY AUTHORIZED OFFICERS respectively appeared before me this day in person and acknowledged that they signed, and delivered the said instrument as their own free and voluntary act of said Bank for the uses and purposes therein set forth; and UNDERSIGNED OFFICER did also then and there acknowledge that as custodian of the Corporate Seal of said Bank, did affix the said Corporate Seal of STANDARD BANK AND TRUST COMPANY UTA NO.17627, dated February 25, 2003, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of March, 2007.

MY COMMISSION EXPIRES: 09-13-08

Heather L. Bahm
NOTARY PUBLIC



This instrument is signed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustee, be under any duty or obligation to sequester rents, issues and profits arising from the property described or any other property which is now held under the terms and conditions of said Trust Agreement.

UNOFFICIAL COPY

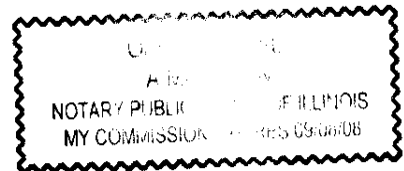
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED a Notary Public in and for said County in the State aforesaid, do hereby certify that Vincent J. Howe ~~TRUSTEE~~ ~~and~~ ~~OFFICER~~ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such DULY AUTHORIZED OFFICERS respectively appeared before me this day in person and acknowledged that they signed, and delivered the said instrument as their own free and voluntary act of said Bank for the uses and purposes therein set forth; and UNDERSIGNED OFFICER did also then and there acknowledge that as custodian of the Corporate Seal of said Bank, did affix the said Corporate Seal of LAKESIDE BANK AS TRUSTEE UTA NO.10-2506, dated March 18, 2003, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of March, 2007.

MY COMMISSION EXPIRES: 9/08/2008

[Signature]
NOTARY PUBLIC



PROPERTY OF COOK County Clerk's Office

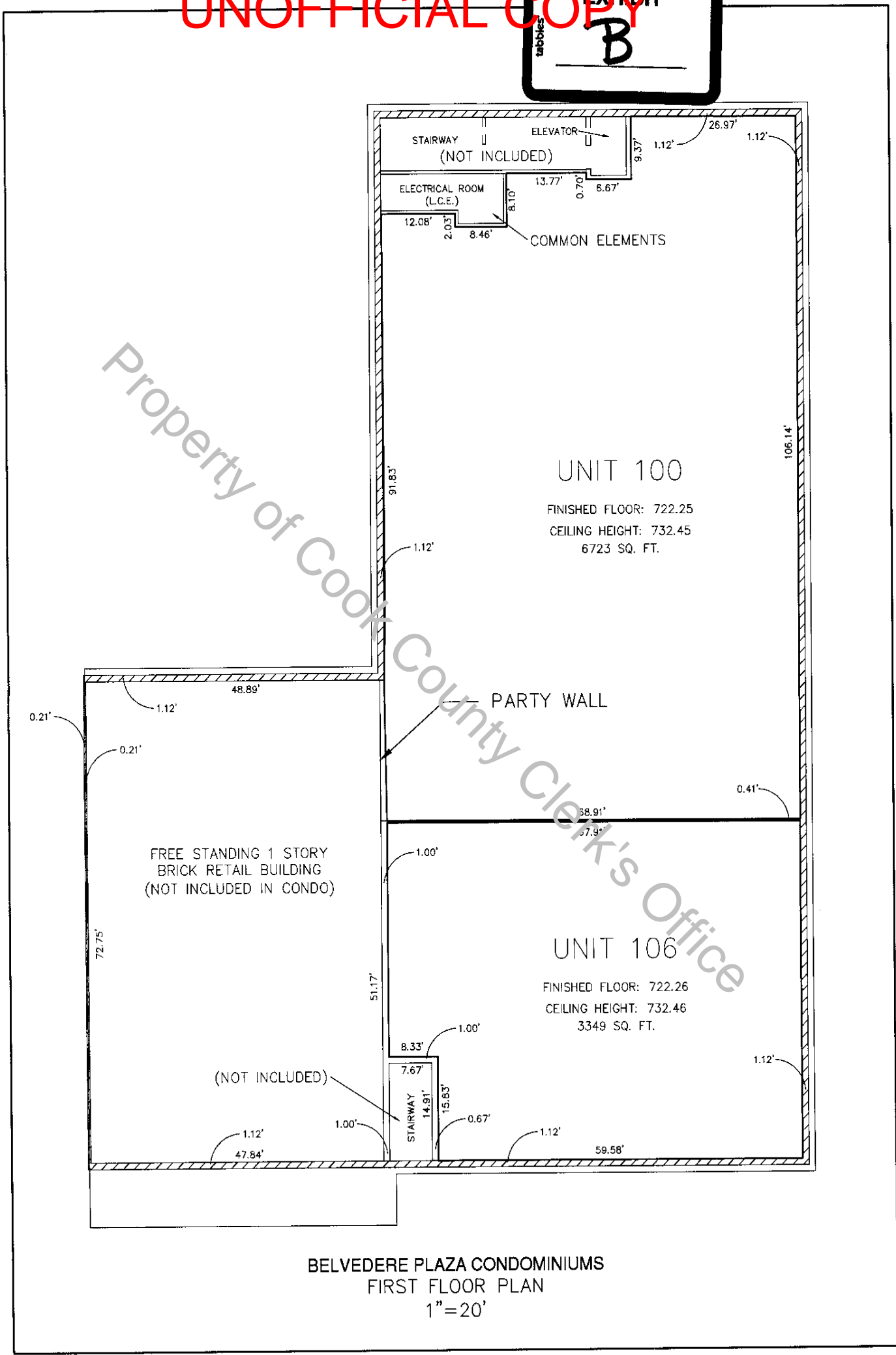
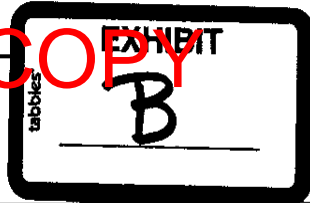
UNOFFICIAL COPY

LEGAL DESCRIPTION OF PARCEL 2:

THAT PART OF LOT 1 IN ROHLWING GROVE UNIT NO. 1-A, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A, BEING 109.98 FEET NORTH OF THE NORTH MOST SOUTH LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A AND 130.26 FEET EAST OF THE WEST LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A; THENCE EAST A DISTANCE OF 50.08 FEET TO A POINT THAT IS 180.35 FEET EAST OF THE WEST LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A AND 109.90 FEET NORTH OF THE NORTH MOST SOUTH LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A; THENCE NORTH A DISTANCE OF 7.88 FEET TO A POINT THAT IS 180.35 FEET EAST OF THE WEST LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A AND 117.78 FEET NORTH OF THE NORTH MOST SOUTH LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A; THENCE EAST A DISTANCE OF 68.67 FEET TO A POINT THAT IS 249.02 FEET EAST OF THE WEST LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A AND 117.78 FEET NORTH OF THE NORTH MOST SOUTH LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A; THENCE NORTH A DISTANCE OF 162.05 FEET TO A POINT THAT IS 249.02 FEET EAST OF THE WEST LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A AND 279.83 FEET NORTH OF THE NORTH MOST SOUTH LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A; THENCE WEST A DISTANCE OF 72.05 FEET TO A POINT THAT IS 176.97 FEET EAST OF THE WEST LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A AND 279.91 FEET NORTH OF THE NORTH MOST SOUTH LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A; THENCE SOUTH A DISTANCE OF 85.06 FEET TO A POINT THAT IS 177.00 FEET EAST OF THE WEST LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A AND 194.85 FEET NORTH OF THE NORTH MOST SOUTH LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A; THENCE WEST A DISTANCE OF 46.98 FEET TO A POINT THAT IS 130.03 FEET EAST OF THE WEST LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT NO. 1-A AND 194.85 FEET NORTH OF THE NORTH MOST SOUTH LINE OF LOT 1 IN THE AFORESAID ROHLWING GROVE UNIT 1-A; THENCE SOUTH 84.87 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Clerk's Office

UNOFFICIAL COPY



Property of Cook County Clerk's Office

UNIT 100

FINISHED FLOOR: 722.25
CEILING HEIGHT: 732.45
6723 SQ. FT.

UNIT 106

FINISHED FLOOR: 722.26
CEILING HEIGHT: 732.46
3349 SQ. FT.

FREE STANDING 1 STORY
BRICK RETAIL BUILDING
(NOT INCLUDED IN CONDO)

BELVEDERE PLAZA CONDOMINIUMS
FIRST FLOOR PLAN
1"=20'

P:\Project\LAND 07\0718\dwg\CONDO SURVEY\1.dwg, PARTY WALL EXHIBIT, 3/2/2007 3:51:22 PM, ecopyher, 1:1

UNOFFICIAL COPY



Lakeside Bank

55 West Wacker Drive • Chicago, Illinois 60601-1699 • (312) 435-5100 • Fax (312) 726-2383

AGREEMENT RIDER

This agreement is executed by **LAKESIDE BANK**, not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of the Trustee, including those as to title, are those of the Trustee's beneficiary only. Any and all personal liability of **LAKESIDE BANK** is hereby expressly waived by the parties hereto and their respective personal representatives, estates, heirs, successors and assigns.