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Doc#: 0923716029 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/25/2009 02:02 PM Pg: 1 of 8

This Instrument Was Prepared By:

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Chicago, Illinois 60602
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RECORDER'S STAMP

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS
AND BY-LAWS FOR
CLOCK TOWER POINTE OF HARWOOD HEIGHTS CONDOMINIUMS**

THIS SECOND AMENDMENT TO THE DECLARATION is made
and entered into by Parkway Bank & Trust Company as Trustee under the Trust
Agreement dated December 16th, 2004 and known as Trust number 13886 (Declarant)
and Clock Tower Pointe of Harwood Heights Condominium Association, a not for profit

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Illinois Corporation (the Association) and 7440 West Lawrence, LLC, (Developer) to the Declaration of Condominium Ownership recorded in Cook County, Illinois as Document Number 0716903044 and amended by Document Number 0724215000.

WITNESSETH:

WHEREAS, the Declarant has heretofore submitted the property described in Exhibit A to this Second Amendment to the provisions of the Illinois Condominium Act, and the Declaration of page 14 and 15 section 4.10 which describes Unit parking spaces. That in fact on each closing to date each unit received the number of parking spaces agreed to in the Contract of Sale. The Declaration should have stated that each Unit will have at least 1 parking space which is a limited common element. The error was a typographical error.

Whereas, no conveyances or contracts have been made that will be affected by the change for the reason set forth above.

NOW, THEREFORE, the Declarant, as the legal title holder of the Parcel, and for the purposes above set forth, **DECLARES AS FOLLOWS:**

Section 4.10 is deleted and replaced as follows:

4.10 Parking Area. The Parking Area is a part of the Common Elements, and includes all parking spaces. The Declarant, the Board or the Association may prescribe such rules and regulations with respect to the Parking Area as it may deem fit, which rules and regulations may not, however, affect a Unit Owner's right to use a particular parking space designated by Developer unless otherwise agreed to by the Unit Owner. Notwithstanding anything to the contrary herein contained, a portion of the Parking Area has been divided into Parking Spaces and delineated on the Plat. The legal description of each Parking Space shall consist of the identifying symbol of such parking space as shown on the Plat. Wherever reference is made to any Parking Space in a legal instrument or otherwise, a Parking Space may be legally described by its identifying symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. In the event a Unit Owner purchases or is assigned an Exclusive Parking Use, as hereinafter defined, a Unit Owner will be granted the exclusive right to use the Parking Space, as a Limited Common Element, which shall be a right and benefit appurtenant to a Unit Ownership for perpetual and exclusive use, hereinafter referred to as the Exclusive Parking Use, consisting of the right to use for parking purposes that certain Parking Space set forth on his Deed or other legal instrument. Each deed, lease, mortgage, or other instrument affecting a Unit Ownership shall include the Exclusive Parking Use to the specific Parking Space identified therein. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Exclusive Parking Use to the specific Parking Space expressly allocated to

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said Unit, shall be deemed and taken to include the said Exclusive Parking Use to the said Parking Space, even though not expressly mentioned or described therein. Owners may sell or lease between themselves the Exclusive Parking Use to a Parking Space appurtenant to their own Unit Ownership. No person not having an interest in a Unit Ownership shall have any interest in and to a Parking Space for any purpose unless permission in writing is given by the Board. Parking Space use shall be limited to Unit Owners and Occupants. All Parking Spaces and access thereto shall be subject to such reasonable rules and regulations as may be established by the Board, as hereinafter provided. The Declarant hereby expressly reserves to itself the right to make the grant of the Exclusive Parking Use with respect to each such Parking Space. Any funds paid to the Declarant for any Exclusive Parking Use shall be the sole property of the Declarant, and neither the Association nor any Unit Owner shall have any right or claim to such funds. Furthermore, the Declarant and Developer reserve the right to construct upon the Parking Area structures which will enclose the Parking Spaces. Such structures shall be deemed to be Limited Common Elements and easements of ingress and egress are hereby granted for the purpose of enabling such construction to be completed. Each Unit shall have at least one parking space that shall be a limited common element.

Trustee Exculpation. This Second Amendment to the Declaration is executed by Parkway Bank & Trust Company (Parkway), as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee and Parkway hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that Parkway, as Trustee as aforesaid, and not personally, had joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 13886 to the terms of this Declaration; that any and all obligations, duties, covenants, indemnities and agreements of every nature herein set forth by Parkway, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed, and discharged by the beneficiaries under said Trust No. 13886 or their successors, and not by Parkway personally; and further, that no duty shall rest upon Parkway either personally or as such Trustee, to sequester trust assets, rentals, avails, or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 13886 after the Trustee has been supplied with funds required for the purpose. In event of conflict between the terms of this paragraph and of the remainder of the Declaration on any questions of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling. The liability of Declarant and Developer under this Declaration shall be limited to and enforceable solely against the interest of the Declarant and Developer in this Property and not against any other assets of Declarant and Developer.

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Approved:

7440 West Lawrence-LLC

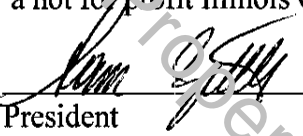


Manager

Clock Tower Pointe of Harwood Heights

Condominium Association,

a not for profit Illinois Corporation



President

August 6, 2009 (4:20pm)

Z:\DOC.2\2nd amend clocktower.wpd

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EXHIBIT A

Legal Description

The entire parcel is commonly known as 4811 & 4833 N. Olcott Avenue, Harwood Heights, Illinois 60706 and is legally described as follows.

All units, Parking areas, Storage areas and other matters depicted on the Survey attached as Exhibit B to this amendment,

PARCEL 1:

UNITS 4811-201, 4811-202, 4811-203, 4811-204, 4811-205, 4811-206, 4811-207, 4811-208, 4811-209, 4811-210, 4811-211, 4811-212, 4811-213, 4811-214, 4811-215, 4811-216, 4811-217, 4811-218, 4811-301, 4811-302, 4811-303, 4811-304, 4811-305, 4811-306, 4811-307, 4811-308, 4811-309, 4811-310, 4811-311, 4811-312, 4811-313, 4811-314, 4811-315, 4811-316, 4811-317, 4811-318, 4811-401, 4811-402, 4811-403, 4811-404, 4811-405, 4811-406, 4811-407, 4811-408, 4811-409, 4811-410, 4811-411, 4811-412, 4811-413, 4811-414, 4811-415, 4811-416, 4811-417, 4811-418, 4811-501, 4811-502, 4811-503, 4811-504, 4811-505, 4811-506, 4811-507, 4811-508, 4811-509, 4811-510, 4811-511, 4811-512, 4811-513, 4811-514, 4811-515, 4811-516, 4811-517, 4811-518, 4811-601, 4811-602, 4811-603, 4811-604, 4811-605, 4811-606, 4811-607, 4811-608, 4811-609, 4811-610, 4811-611, 4811-612, 4811-613, 4811-614, 4811-615, 4811-616, 4811-617, 4811-618, 4833-201, 4833-202, 4833-203, 4833-204, 4833-205, 4833-206, 4833-207, 4833-208, 4833-209, 4833-210, 4833-211, 4833-212, 4833-213, 4833-214, 4833-215, 4833-216, 4833-217, 4833-218, 4833-301, 4833-302, 4833-303, 4833-304, 4833-305, 4833-306, 4833-307, 4833-308, 4833-309, 4833-310, 4833-311, 4833-312, 4833-313, 4833-314, 4833-315, 4833-316, 4833-317, 4833-318, 4833-401, 4833-402, 4833-403, 4833-404, 4833-405, 4833-406, 4833-407, 4833-408, 4833-409, 4833-410, 4833-411, 4833-412, 4833-413, 4833-414, 4833-415, 4833-416, 4833-417, 4833-418, 4833-501, 4833-502, 4833-503, 4833-504, 4833-505, 4833-506, 4833-507, 4833-508, 4833-509, 4833-510, 4833-511, 4833-512, 4833-513, 4833-514, 4833-515, 4833-516, 4833-517, 4833-518, 4833-601, 4833-602, 4833-603, 4833-604, 4833-605, 4833-606, 4833-607, 4833-608, 4833-609, 4833-610, 4833-611, 4833-612, 4833-613, 4833-614, 4833-615, 4833-616, 4833-617, 4833-618 IN THE CLOCK TOWER POINTE OF HARWOOD HEIGHTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL A:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 9 AND LOTS 4, 5, AND 6 TOGETHER WITH THE SOUTH 2 OF THE VACATED 16 FOOT ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 4, 5, AND 6 IN BLOCK 10; AND ALL OF VACATED GUNNISON STREET LYING BETWEEN AFORESAID BLOCKS 9 AND 10 IN OLIVER SALINGER AND COMPANY' S LAWRENCE AVENUE MANOR BEING

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A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST 2 OF THE SOUTH EAST 1/4 AND PART OF THE WEST 2 OF THE SOUTH EAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL B:

THAT PART OF THE WEST 2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF OLIVER SALINGER AND COMPANY' S LAWRENCE AVENUE MANOR, BEING A SUBDIVISION OF LOT .3 IN CIRCUIT COURT PARTITION OF THE EAST 2 OF THE SOUTH EAST 1/4 AND PART OF THE WEST 2 OF THE SOUTH EAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 12, RECORDED APRIL 28, 1925 AS DOCUMENT 8886267, LYING WEST OF WEST LINE OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST 2 OF THE SOUTH EAST 1/4 OF SECTION 12 AFORESAID, AND LYING SOUTH OF THE CENTER LINE OF ALLEY, EXTENDED EAST, IN BLOCK 10 IN OLIVER SALINGER AND COMPANY' S LAWRENCE AVENUE MANOR AFORESAID, (EXCEPTING THAT PART THEREOF FALLING IN LAWRENCE AVENUE), IN COOK COUNTY, ILLINOIS

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PARCEL C:

THAT PART OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST 2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF ALLEY, EXTENDED EAST, IN BLOCK 10 IN OLIVER SALINGER AND COMPANY' S LAWRENCE AVENUE MANOR, BEING A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST 2 OF THE SOUTH EAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING FROM SAID TRACT OF LAND THE EAST 333 .03 FEET (MEASURED ON THE SOUTH LINE AND ALSO EXCEPTING THAT PART THEREOF WHICH LIES SOUTH OF THE SOUTH 50 FEET THEREOF, (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE), IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0716903044 AND AS AMENDED BY DOCUMENT 072421500, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE P1-1 THRU P1-150 AND P2-1 THRU P2-122 AND STORAGE SPACE S1-1 THRU S1-150 AND S2-1 THRU S2-122, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0716903044 AND AS AMENDED FROM TIME TO TIME.

P. I. NO. 12-12-423-004-0000
 12-12-423-005-0000
 12-12-423-006-0000
 12-12-423-021-0000
 12-12-425-001-0000
 12-12-425-002-0000
 12-12-425-003-0000
 12-12-425-006-0000
 12-12-425-007-0000
 12-12-424-008-0000