

UNOFFICIAL COPY



1907945033

This Document has been Prepared by, and after
Recording should be returned to:

Law Offices of Maria Pavone Macek
8546 W. Lawrence
Norridge, IL 60706

Doc# 1907945033 Fee \$48.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/20/2019 12:59 PM PG: 1 OF 6

LIMITED COMMON ELEMENT STORAGE SPACE TRANSFER AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR CLOCK TOWER POINTE OF HARWOOD HEIGHTS CONDOMINIUM ("CLOCK TOWER")

The document is recorded for the purpose of amending the Declaration of Condominium Ownership (hereafter the "Declaration") for Clock Tower Pointe of Harwood Heights Condominium ("Clock Tower") (hereafter the "Association") which Declaration was recorded on August 18, 2007 as Document No. 0716903044 in the office of the Recorder of Deeds of Cook County Illinois and covers the property (hereafter the "Property") legally described in Exhibit "A" which is attached hereto and made a part thereof.

This amendment is adopted pursuant to the provisions of Article II Section 3.20 of the aforesaid Declaration and Section 26 of the Illinois Condominium Property Act ("the Act"). The Declaration provides that an Owner of a Unit may assign, to another Owner of a Unit, the Storage Space (limited common elements) appurtenant to the Unit Ownership subject to the prior written consent of the holder of a first mortgage upon the Unit Ownership, upon the recording of an amendment to the Declaration in accordance with Section 26 of the Act. Section 26 of the Act provides that each transfer of limited common elements shall be made by an amendment to the Declaration executed by all unit owners who are parties to the transfer and consented to by all other unit owners who have any right to use the limited common elements affected. Section 26 further provides that amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Managers of the Association, and shall contain a statement from the parties involved in the transfer which sets forth any change in the parties' proportionate shares of the common elements. No transfer shall become effective until the amendment has been recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

RE

UNOFFICIAL COPY

RECITALS

WHEREAS by the Declaration recorded in the Office of Recorder of Deeds of Cook County, Illinois the Property has been submitted to the provisions of this Act; and,
WHEREAS the Owner of Unit 503 desires to transfer ownership and the Owner of Unit 518 desires to own Parking Space 1-20 and to amend the Declaration to reflect this transaction;
WHEREAS, this amendment has been executed by all Owners who are parties to the transfer (there being no other Owners having any rights to use the limited common elements affected) and consented to by the Holder of the first mortgage (if any) upon the Unit Ownership of the Selling Owner and contains a statement from the parties involved in the transfer which sets forth changes (if any) in the parties proportionate shares of the common elements, and a copy of the amendment has been delivered to the Board of Managers of the Association all compliance with Article III Section 3.20 of the Declaration and Section 26 of the Act.
Therefore, the Declaration of Condominium Ownership for Clock Tower Pointe of Harwood Heights Condominium is hereby amended in accordance with the text which follows:

1. Parking Space 1-20 as shown on Exhibit A to the Declaration is hereby transferred from the Owner of Unit 503 in the Association to the Owner of Unit 518 in the Association, and thereupon the Owner of Unit 518 shall have his Unit Ownership include as a right and benefit appurtenant thereto a grant of a perpetual and exclusive use of said Storage Space;
2. Except to the extent expressly set forth hereinabove the remaining provisions of the Declaration shall continue in effect without change.

END OF TEXT OF AMENDMENT

UNOFFICIAL COPY

UNIT OWNER SIGNATURE PAGE

The undersigned are all of the Owners who are parties to the transfer of the Parking Space 1-20 in the Clock Tower Pointe of Harwood Heights Condominium there being no other Owners having any right to the limited common element affected and by our signatures below do we hereby execute and approve the foregoing amendment to the Declaration.

Chicago Title Land Trust Company, as trustee under the trust agreement dated 11-8-10 and known as trust number 8002356057 and not personally
BY [Signature] Assistant Vice President
Unit 503



Executed this 19 day of March 2019

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Chicago Title Land Trust Company, as trustee under the trust agreement dated May 10, 2012 and known as trust number 8002359457 and not personally
BY [Signature], Assistant Vice President
Unit 518



Executed this 19 day of March 2019

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

UNOFFICIAL COPY

Statement as to Change in Proportionate Share in Common Elements

The undersigned are all of the Unit Owners who are parties to the transfer of the Parking Space 1-20 in the Clock Towers and hereby set forth any changes in the parties' proportionate shares in the common elements.

Unit 503

NO CHANGE

Elements

Amendment – Proportionate Share of Common

Unit 518

NO CHANGE

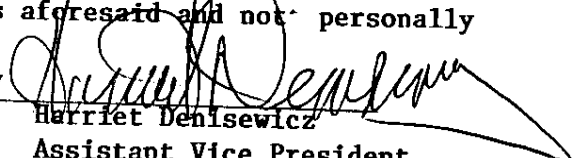
Elements

Amendment-Proportionate Shares of Common

Transferor 1
(Assignor)



Chicago Title Land Trust Company, as trustee
as aforesaid and not personally

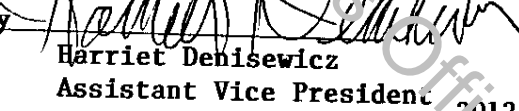
By 
Harriet Denisewicz
Assistant Vice President

Chicago Title Land Trust Company, as trustee under the trust agreement dated 11-8-10 and known as trust number 8002356057 and not personally
Unit 503

Executed this 19th day of March 2019



Chicago Title Land Trust Company, as trustee
as aforesaid and not personally

By 
Harriet Denisewicz
Assistant Vice President 2012

Transferee 2
(Assignee)

Chicago Title Land Trust Company, as trustee under the trust agreement dated May 10, 2012 and known as trust number 8002359457 and not personally
Unit 518

Executed this 19th day of March 2019

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

UNOFFICIAL COPY

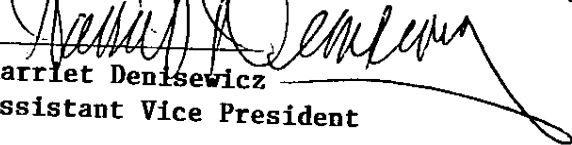
Certificate of Delivery

The undersigned are all of the Owners who are parties of the Parking Space 1-20 in the Clock Towers hereby certify that a true and correct copy of the foregoing amendment to the Declaration has been delivered to the Board of Managers of Clock Towers Association.

Transferor 1



Chicago Title Land Trust Company, as trustee under Tr No 8002356057 and not personally

By 
Harriet Denisevicz
Assistant Vice President

Chicago Title Land Trust Company, as trustee under the trust agreement dated 11-8-10 and known as trust number 8002356057 and not personally

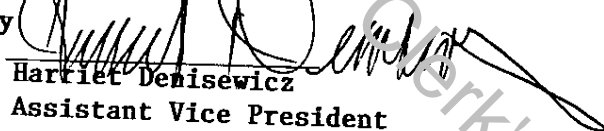
Unit 503

Executed this 19th day of March 2019

Transferee 2



Chicago Title Land Trust Company, as trustee under Tr No 8002359457 and not personally

By 
Harriet Denisevicz
Assistant Vice President

2012

Chicago Title Land Trust Company, as trustee under the trust agreement dated May 10, 2012 and known as trust number 8002359457 and not personally

Unit 518

Executed this 19th day of March 2019

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

UNOFFICIAL COPY**EXHIBIT A**

PARCEL 1:
 UNIT 4811-503 IN THE CLOCK TOWER POINTS 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 ¼ 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 A SUBDIVISION OF LOT 3 IN
 CIRCUIT COURT PARTITION OF THE EAST ¼ OF THE SOUTH EAST ¼ AND PART OF
 THE WEST ¼ OF THE SOUTH EAST ¼ AND THE NORTHEAST ¼ OF THE
 SOUTHWEST ¼ 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 ¼ OF THE SOUTH EAST ¼ 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 ¼ OF
 THE SOUTH EAST ¼ AND PART OF THE WEST ¼ OF THE SOUTH EAST ¼ AND THE
 NORTHEAST ¼ OF THE SOUTHWEST ¼ OF AFORESAID SECTION 12, RECORDED
 APRIL 28, 1925 AS DOCUMENT 848627, LYING WEST OF WEST LINE OF THE SOUTH
 18.61 ACRES OF THE EAST 31.34 ACRES OF THE WEST ¼ OF THE SOUTH EAST ¼ 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

PARCEL C:
 THAT PART OF THE SOUTH 18.61 ACRES OF THE EAST 31.34 ACRES OF THE WEST ¼
 OF THE SOUTH EAST ¼ 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 ¼ OF THE SOUTH EAST ¼ AND THE NORTHEAST ¼ OF
 THE SOUTHWEST ¼ 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 333
 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
 0724215000, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE
 COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE P 1-20 and P 1-21 AND STORAGE
 SPACE S 1-20 and S 1-21, LIMITED COMMON ELEMENTS AS DELINEATED ON THE
 SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT
 0716903044 AND AS AMENDED BY DOCUMENT 0724215000

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND
 ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE REFERRED
 TO REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID
 PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND GRANTOR
 RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND
 EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE
 REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS,
 RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE
 SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND
 STIPULATED AT LENGTH HEREIN.

P. 1. NO. 12-12-425-009-0157