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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/20/2019 01:02 PM PG: 1 OF 6

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

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.

RECITALS

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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 518 desires to transfer ownership and the Owner of Unit 503 desires to own Parking Space 2-13 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 2-13 as shown on Exhibit A to the Declaration is hereby transferred from the Owner of Unit 518 in the Association to the Owner of Unit 503 in the Association, and thereupon the Owner of Unit 503 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

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UNIT OWNER SIGNATURE PAGE

The undersigned are all of the Owners who are parties to the transfer of the Parking Space 2-13 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.

_____ 2012
Chicago Title Land Trust Company, as trustee under the trust agreement dates May 10, 2012 and known as trust number 8002359457 and not personally
BY [Signature] Asst 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.

_____ 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] Asst 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.

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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 1-21 in the Clock Towers and hereby set forth any changes in the parties' proportionate shares in the common elements.

Unit 518
Elements NO CHANGE
Amendment – Proportionate Share of Common

Unit 503
Elements NO CHANGE
Amendment-Proportionate Shares of Common



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

Transferor 1
(Assignor)

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

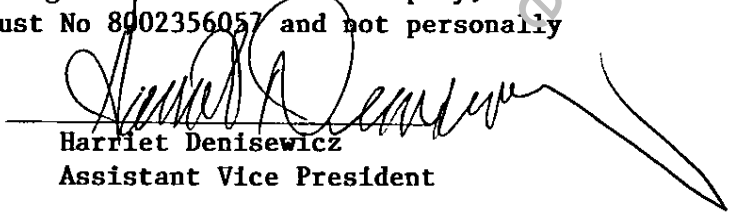
Unit 518



Executed this 19 day of March 2019

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

Transferee 2
(Assignee)

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


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.

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Executed this 19 day of March 2019

Certificate of Delivery

The undersigned are all of the Owners who are parties of the Parking Space 2-13 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.

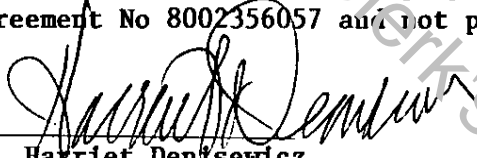
Chicago Title Land Trust Company, as trustee under Trust Agreement No 8002359457 and not personally
By  Asst Vice President



Chicago Title Land Trust Company, as trustee under the trust agreement dated May 10, ~~212~~ ²⁰¹² and known as trust number 8002359457 and not personally

Unit 518

Executed this 19 day of March 2019

Chicago Title Land Trust Company, as trustee under Trust Agreement No 8002356057 and not personally
By  Harriet Denisevicz
Asst Vice President



Transferee 2

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 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.

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Legal Description

PARCEL 1:

UNIT 4811-518 IN THE CLOCK TOWER POINTE OF HARWOOD HEIGHTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING REAL ESTATE:

PARCEL A:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 9 AND LOTS 4, 5 AND 6 TOGETHER WITH THE SOUTH 1/2 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 A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTHEAST 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 1/2 OF THE SOUTHEAST 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 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTHEAST 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 1/2 OF THE SOUTHEAST 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.

PARCEL C:

THAT PART OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 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 1/2 OF THE SOUTHEAST 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, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE P2-13 AND STORAGE SPACE S2-13, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0716903044, AS AMENDED FROM TIME TO TIME.

PIN: 12-12-425-009-1072