1/14/87

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### SPECIAL AMENDMENT

TO

DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR CAMEO CONDOMINIUMS, A CONDOMINIUM, AND

1300

DECLARATION OF BYLAWS FOR CAMEO CONDOMINIUM ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

THIS INSTRUMENT is made and entered into this 6th day of January, 1987 by Capitol Bank and Trust Company, not personally, but solely as Trustee under a Trust Agreement dated January 10, 1986 and known as Trust Number 598 (the "Trustee").

### WITNESSETH:

WHEREAS, by Declaration of Condominium (the "Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 85 303 318, the Trustee submitted certain real estate to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, the Declaration reserves to the Trustee the right to make and record a Special Amendment to the Declaration to correct clerical or typographical errors in the Declaration; and

WHEREAS, the Trustee now desires to amend the Declaration to correct a clerical/typographical error.

NOW, THEREFORE, the Prustee does hereby amend the Declaration as follows: Page 14 of the Declaration is hereby amended by substituting therefor the page 14 which is attached herso.

This Declaration is executed by Capitol Bank and Trust Company not personally but solely as Trustee aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm, corporation or entity hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has executed this Declaration for the sole purpose of subjecting the title-holding interest and the trust estate under said Trust No. 998 to the terms of the Declaration; that any and all obligations, duties, covenants, and agreement of every nature herein

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set forth by said Trustee, as aforesaid, to be kept or performed, are not intended to be kept, performed, and discharged by said Trustee or any beneficiary under said Trust personally; and further, that no duty shall rest upon Capitol Bank and Trust Company, 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 the Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust, and after the Trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this paragraph and of the remainder of this Declaration on any question of apparent liability or obligation resting upon said Trustee or beneficiary, the exculpatory provisions of this Paragraph shall be controlling.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Capitol Bank and Trust Company, as Trustee as aforesaid, and not personally, has caused its corporate seal to be affixed hereunto and caused its name to be signed hereto by its duly authorized officers as of the date first above written.

CAFITOL BANK AND TRUST COMPANY, as Trustee as aforesaid, and

not personally,

its Assistant Vice President

ATTEST:

its Assistant Secretary Just Office

PERMANENT INDEX NUMBER:

27-26-203-002 and -003

ADDRESS OF PROPERTY: 8154-60 West 168th Place

Tinley Park, Illinois

THIS INSTRUMENT PREPARED BY AND MAIL TO:

Patrick J. O'Malley, Esq. 13100 Southwest Highway Palos Park, IL 60464

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SS.

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COOK COUNTY, ILLINOIS FILED FOR RECORD

STATE OF ILLINOIS

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COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT from and for the County of Capitol Bank and Trust Company, Grantor, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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, and as the tree and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary as custodien of the corporate seal of said corporation, caused the corporate seal of said corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial Seal this Modern day of January, 1987.

Notify Public Towns.

My Commission Expires:

ag 2, 1988

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and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the Trustee, Developer, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

I. Cancellation of Insurance. The Board shall be responsible, in the event any insurance required under subparagraphs 1, 2 or 3 of the preceding Paragraph A is cancelled, for serving ratice of such cancellation upon each insured thereunder.

#### ARTICLE VII ADMINISTRATION

- Association. The Association shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elementy (other than the Limited Common Elements) and for the other purposes specified in this Declaration. The Developer or the Association ofter the recording of this Declaration, may cause the Association to be incorporated under the laws of Illinois as a not-for-profit corporation under the name Cameo Condominium Association. The Association shall not be deemed to be conducting business of any kind, and all funds received by the ispociation shall be held and applied by it for the use and benefit of all Unit Owners in accordance with the provisions of this Deciaration. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner and upon the transfer of his Unit Ownership the new Unit Owner succeeding to such Unit Ownership shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein and shall have only one class of membership. The Association may become affiltated with any other association, including a tounhome or "umbrella" association, which the Board determines will result in bereficial relations with owners of portions of the Additional Land wrich have not been submitted to the provisions of this Declaration.
- B. Administration. The administration of the Property shall be vested in the Board of Directors of the Association which shall consist of three (3) persons who shall be elected in the manner set forth in the Bylaws; provided, however, that, notwithstanding anything to the contrary set forth in this Declaration, during the period commencing on the date of this Declaration and ending upon the qualification of the directors elected at the initial meeting of the Voting Members, the Board shall consist of three (3) persons who shall be designated and selected by Developer. The Board of Directors of the Association shall be deemed to be the Board of Managers for the Unit Owners referred to in the Act. Except for the directors so designated by Developer,

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