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PLAT

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SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR COMMONWEALTH IN THE VILLAGE, A CONDOMINIUM

THIS SEVENTH AMENDMENT ("Seventh Amendment") amends that certain Declaration of Condominium Ownership for Commonwealth in the Village dated October 27, 1993 and recorded with the Cook County Recorder's Office as Document No. 93877638 (said Declaration and any amendments thereto is herein referred to as the "Declaration") and is executed as of this 3rd day of Sept. 1997 by Chicago Trust Company, not personally but solely as Trustee under Trust Agreement dated July 1, 1988 known as Trust No. 1091985 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the real estate described in Exhibits A, A-1, A-2, A-3, A-4 and A-5 of the Declaration situated in the Village of Western Springs, Cook County, Illinois (hereinafter referred to as the "Submitted Parcel") has heretofore been submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended (the "Act"), pursuant to the Declaration; and

WHEREAS, pursuant to the Act and pursuant to Article XII of the Declaration, the Declarant reserved the right from time to time to annex and add to the Submitted Parcel and thereby add to the plan of condominium ownership created by the Declaration; and

WHEREAS, the Declarant, pursuant to Article XII of the Declaration, desires to annex and add the real estate described on Exhibit "A-6" attached hereto (Additional Parcel"), to the Submitted Parcel and thereby add to the plan of condominium ownership created by the Declaration; and

WHEREAS, the Additional Parcel is a portion of the Future Development Parcel under the Declaration as described in Exhibit "C" therein; and

WHEREAS, the Declarant desires to amend the Declaration as it related to the Plat of Survey (Exhibits "A, A-1, A-2, A-3, A-4 and A-5" thereto) and to the percentage of ownership interest in the common elements for condominium units (Exhibit "B" thereto) based upon the annexation of the Additional Parcel; and

WHEREAS, under Article XII of the Declaration a power coupled with an interest is granted to the Declarant acting by and through its duly authorized officers as attorney-in-fact to shift the percentage of ownership in the common elements appurtenant to each condominium unit to the percentage set forth in each Amendment to Declaration.

NOW, THEREFORE, Declarant, for the purposes above set forth, declares that the Declaration is amended as follows:

RECORDING FEE \$ 79.00
DATE 9-12-97 COPIES 6
BY FM

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1. The Additional Parcel is hereby annexed to the Submitted Parcel and, together with all improvements and structures now or hereinafter erected, constructed or contained thereon or therein, is submitted to the Act.

2. Exhibits "A, A-1, A-2, A-3, A-4 and A-5" of the Declaration, "Plat of Survey", are hereby amended by adding the Additional Parcel Plat of Survey attached hereto as Exhibit "A-6".

3. Exhibit "B: of the Declaration, "Percentage of Ownership Interest in the common Elements", is deleted and the amended Exhibit "B" attached hereto is substituted therefor.

4. All of the Unit Owners and mortgage holders, by the Declarant, hereby consent to this Seventh Amendment pursuant to the power set forth in Article XII and Article XIV of the Declaration.

5. All terms, conditions and provisions of the Declaration, as amended by this Seventh Amendment, are hereby ratified and confirmed and shall continue to apply with full force and effect. In the event of any inconsistency between this Seventh Amendment and the Declaration and First, Second, Third, Fourth, Fifth, and Sixth Amendments, this Seventh Amendment shall control. All capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Declaration.

6. Anything to the contrary notwithstanding, each and all of the representations, covenants, undertakings, warranties and agreements made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose of or with the intention of binding the Trustee personally, but are made solely in the exercise of the powers conferred upon it as Trustee; and no personal liability or personal responsibility is assumed by or shall be enforceable against Trustee or its beneficiary on account of this Seventh Amendment to Declaration or any representation, covenant, undertaking, warranty or agreement of the said Trustee in this Seventh Amendment to Declaration contained, either expressed or implied. Trustee makes no personal representations as to, nor shall it be responsible for, the existence, location or maintenance of the Property herein described.

IN WITNESS WHEREOF, CHICAGO TRUST COMPANY, as trustee, as aforesaid, has caused its Corporate Seal to be affixed hereunto and has caused its name to be signed to these presents by its President and attested by its Assistant Secretary as of the day first above written.

**PLAT WITH THIS
DOCUMENT**

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CHICAGO TRUST COMPANY, not personally, but as a Trustee as aforesaid

SECRETARY AND EXECUTORY

By: _____ SIGNATURE

Its: _____ President

ATTEST:

Its: _____ Secretary

ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, _____ President of CHICAGO TRUST COMPANY, not personally, but as Trustee of Trust No. 1091985, and _____ Secretary of said trust company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ 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 acts, and as the free and voluntary act of said trust company for the uses and purposes therein set forth; and the said _____ Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said trust company affix the said corporate seal of said trust company to said instrument as his own free and voluntary act, and as the free and voluntary act of said trust company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19__.

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY, AND AFTER RECORDING SHOULD BE RETURNED TO:

George L. Bruckert, Jr.
Riordan & Larson
208 S. LaSalle Street, Suite 650
Chicago, IL 60604
(312) 346-4740

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EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST #1091985 ATTACHED TO AND MADE A PART OF THE 7TH AMENDMENT TO DECLARATION OF CONDO OWNERSHIP & OF EASEMENTS, ETC. FOR COMMONWEALTH IN THE VILLAGE, A CONDOMINIUM.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: SEPTEMBER 3, 1997

The Chicago Trust Company, as Trustee
Under Trust No. 1091985

By: [Signature]
Assistant Vice President

Attest:
By: [Signature]
Assistant Secretary



State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of **THE CHICAGO TRUST COMPANY**, personally known to me 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 free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

97673041

Given under my hand and Notarial Seal this SEPTEMBER 3, 1997



[Signature]
NOTARY PUBLIC

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MORTGAGE CONSENT

First of America Bank - Illinois (Formerly First of American Bank - Metro Southwest), as successor in interest to LaGrange Federal Savings and Loan Association, holder of a note secured by a mortgage on the Property dated December 29, 1992, hereby consents to the execution and recording of the above and foregoing Seventh Amendment to Declaration of Condominium, and hereby submits said mortgage recorded on December 29, 1992, as Document Number 92980477, and mortgage bearing date April 16, 1996 and recorded May 16, 1996 as Document Number 96370303 to the provisions of the above and foregoing Seventh Amendment and the Condominium Property Act.

IN WITNESS WHEREOF, the said First of America Bank - Illinois has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Chicago, Illinois, on this 22 day of August, 1997.

FIRST OF AMERICA BANK - ILLINOIS

By: [Signature]
Its Vice President

ATTEST:

[Signature]
Its Asst. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Il Ann Gropp, a Notary Public in and for said County and State, do hereby certify that the Vice President and Assistant Secretary, respectively, of First of America Bank - Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of August, 1997

[Signature]
Notary Public



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EXHIBIT A-6 TO
SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR
COMMONWEALTH IN THE VILLAGE, A CONDOMINIUM

PLAT OF SURVEY
SHOWING LEGAL DESCRIPTION OF PARCEL
AND DELINEATION OF UNITS

See plats attached hereto as Exhibit A-6

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SEVENTH
AMENDMENT TO
EXHIBIT B

OF
DECLARATION OF CONDOMINIUM OWNERSHIP

AND OF

EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS

FOR

COMMONWEALTH IN THE VILLAGE

UNIT NUMBER		PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS
1401	49th Court North (North of 49th Street)	1.816593%
1403	49th Court North (North of 49th Street)	2.275384%
1405	49th Court North (North of 49th Street)	1.760883%
1407	49th Court North (North of 49th Street)	1.760883%
1409	49th Court North (North of 49th Street)	2.528811%
1402	49th Court South (South of 49th Street)	2.528811%
1404	49th Court South (South of 49th Street)	2.558305%
1408	49th Court South (South of 49th Street)	2.062374%
1410	49th Court South (South of 49th Street)	2.392266%
1415	49th Court South (South of 49th Street)	1.816593%
1417	49th Court South (South of 49th Street)	2.275384%
1419	49th Court South (South of 49th Street)	2.392266%
4815	Creek Drive (North of 49th Street)	2.528811%
4817	Creek Drive (North of 49th Street)	2.463269%
4819	Creek Drive (North of 49th Street)	1.760883%
4820	Creek Drive (North of 49th Street)	2.528811%
4821	Creek Drive (North of 49th Street)	2.062374%
4822	Creek Drive (North of 49th Street)	2.463269%
4824	Creek Drive (North of 49th Street)	2.463269%
4826	Creek Drive (North of 49th Street)	2.062374%
4833	Creek Drive (North of 49th Street)	2.062374%
4835	Creek Drive (North of 49th Street)	2.558305%
4837	Creek Drive (North of 49th Street)	2.528811%
4841	Creek Drive (North of 49th Street)	1.816593%
4843	Creek Drive (North of 49th Street)	2.275384%
4845	Creek Drive (North of 49th Street)	2.392266%
4901	Creek Drive (South of 49th Street)	1.816593%
4903	Creek Drive (South of 49th Street)	2.275384%
4905	Creek Drive (South of 49th Street)	2.558305%
4910	Creek Drive (South of 49th Street)	2.528811%
4912	Creek Drive (South of 49th Street)	1.760883%
4914	Creek Drive (South of 49th Street)	2.558305%
4915	Creek Drive (South of 49th Street)	2.558305%
4916	Creek Drive (South of 49th Street)	2.392266%

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FOR

COMMONWEALTH IN THE VILLAGE

UNIT NUMBER		PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS
4917 Creek Drive	(South of 49th Street)	2.4632698
4921 Creek Drive	(South of 49th Street)	2.3922668
4923 Creek Drive	(South of 49th Street)	2.4632698
4925 Creek Drive	(South of 49th Street)	2.4632698
4927 Creek Drive	(South of 49th Street)	2.0623748
4823 Commonwealth	(North of 49th Street)	2.5288118
4825 Commonwealth	(North of 49th Street)	2.5583058
4827 Commonwealth	(North of 49th Street)	2.3922668
4829 Commonwealth	(North of 49th Street)	2.2753848
4831 Commonwealth	(North of 49th Street)	1.8165938
		100.0000008

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