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0020486970

# EXHIBIT

ATTACHED TO

0020486970

DOCUMENT NUMBER

4-29-02

SEE PLAT BOOK

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Property of Cook County Clerk's Office

0798840000

20-12-4

**TWENTY-SIXTH AMENDMENT TO AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE CONDOMINIUMS OF THE SANCTUARY OF INVERNESS UNIT II**

THIS AMENDMENT to the Declaration of Condominium recorded June 13, 1997 as Document 97-422511 (said Declaration hereinafter referred to as the "Declaration") is executed by Harris Bank of Barrington, N.A., as Trustee, not personally, under a Trust Agreement dated April 24, 1984, and known as Trust Number 11-3121 (hereinafter referred to as "Trustee").

**WITNESSETH:**

SFS034929

WHEREAS, the Declaration correctly describes the parcel that has been submitted to the Condominium Property Act of the State of Illinois pursuant to the declaration; and

WHEREAS, the real estate legally described in Exhibit "A" attached hereto is the correct legal description for the parcel to be added on to the original parcel pursuant to the Condominium Property Act of the State of Illinois; said parcels are hereinafter called the "Submitted Parcels"; and

WHEREAS, the Trustee desires to amend the Declaration as it relates the percentage of interest in the ownership of the common areas for each Unit; and

WHEREAS, the Trustee and Developer wish to reserve the right to add additional property to be submitted to the provisions of the Condominium Property Act.

NOW, THEREFORE, Harris Bank of Barrington, N.A., as Trustee aforesaid, and not individually, as the legal title holder of the Parcel, for the purposes above set forth, hereby declares that the Declaration is amended as follows:

- 1. The Parcels being submitted to the Condominium Property Act of the State of Illinois

RECORDED  
DATE  
OK BY

4/29/02 [Signature]

EXHIBIT ATTACHED

REC'D	FILED
APR 29 2002	REC'D
REC'D	FILED
APR 29 2002	REC'D
REC'D	FILED
APR 29 2002	REC'D

are hereby amended to add that parcel legally described on Exhibit "A" attached hereto.

2. Exhibit "B" of the original Declaration, "Percentage of Interest in the Ownership for the Common Area for Each Unit" is hereby deleted and an amended Exhibit "B" attached hereto is substituted therefore.

3. The original Agreement and Declaration of Covenants, Conditions, Restrictions and Easements is hereby amended to reflect the following;

a. The Developer hereby explicitly reserves the option to add additional property to the Submitted Parcels.

b. The percentage of ownership interest in the Common Area, the adjustments to the voting rights and the changes in liability for common expenses shall be reallocated each time additional Units are added to the Submitted Parcels. Each Unit shall possess a percentage of common interest in the Common Area, a percentage in the total voting rights and a percentage in the liability for common expenses that is equal to the ratio having the number one as the numerator and the total number of Units in the entire Submitted Parcel as the denominator.

c. Additional Land may be added to the Submitted Parcels for a time period of ten (10) years from the date of the recording of the original Declaration, at which time the option to add additional shall terminate. In the event the Developer exercises the option to add Additional Land to the Submitted Parcels, the contracts for construction shall contain a date for said completion and delivery.

d. The Developer reserves the right to add Additional Land to the Submitted Parcels at different times; and, further, there is no limitation on the order thereof, nor on any limitations fixing the boundaries of these portions, nor any limitation on whether any portion of it

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must be added.

e. The Developer shall be limited pursuant to the provisions of the original Declaration as to the location and number of units which may be made on the Additional Land added.

f. The structures, improvements, buildings and units shall be compatible with the configuration of the property previously submitted to the Submitted Parcels in relation to density, use, construction and architectural style, and will be in conformity with the provisions of the original Declaration and the provisions of the Village of Inverness Ordinances applicable thereto.

4. All the beneficial owners and assignees thereof by the Trustee hereby consent to this Amendment to the Declaration pursuant to the power set forth in Article V of the Declaration.

5. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein 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 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 exercises of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall be any time be asserted or enforceable against HARRIS BANK OF BARRINGTON, N.A., or any of the beneficiaries under said Trust Agreement, on account of this

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## EXCULPATORY RIDER

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated 4/24/84 and known as Trust no. 11-3131, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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instrument or on account of any representation, covenant, undertaking, warranty 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. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

6. Except as herein specifically named, the Declaration is ratified and confirmed. In the event of any inconsistency between this Amendment and the Declaration, this Amendment shall control.

HARRIS TRUST AND SAVINGS BANK F/K/A  
IN WITNESS WHEREOF, the said Harris Bank of Barrington, N.A., as Trustee as aforesaid, and not individually, has caused its corporate seal to be affixed hereunder and has caused its name to be signed to these presents by its Land Trust Officer and attested by its Assistant Trust Officer, this 22nd day of April, 2002.

(SEAL)

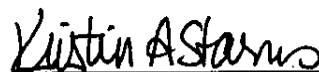
HARRIS TRUST AND SAVINGS BANK F/K/A  
HARRIS BANK OF BARRINGTON, N.A., as  
Trustee aforesaid, and not individually

BY:

  
Land Trust Officer / Ronald L. Jansen  
Senior Vice President

**SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF**

ATTEST:

  
Assistant Trust Officer / Kristin A. Stams, Land Trust Administrator

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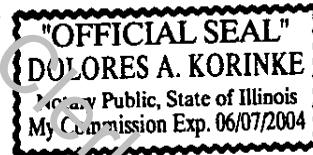
STATE OF ILLINOIS        )  
  )  
  )        SS.  
COUNTY OF COOK )

I, Dolores Korinke, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronald Jansen, of HARRIS BANK OF BARRINGTON, N.A., and Kristina Starns hereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Assistant Trust Officer 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 Trustee, and said Assistant Trust Officer did then and there acknowledge that he is the custodian of the corporation seal of the Trustee, and did affix the said corporate seal of said Trustee to said instrument as this free and voluntary act, and as the free and voluntary act of said Trustee for the use and purposes therein set forth.

GIVEN under my hand and notarial seal this 22<sup>nd</sup> day of April, 2002.

Notary Public, Dolores A. Korinke

My Commission Expires:



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THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:  
VINCENT SANSONETTI  
5521 N. CUMBERLAND, SUITE 1109  
CHICAGO, ILLINOIS 60656



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## EXHIBIT "B"

Percentage interest in the ownership of the common area for:

Unit #	% within Barrington Park District	% within Palatine Park District	Total
Unit 18	2.86		2.86
Unit 16		2.86	2.86
Unit 15		2.86	2.86
Unit 21	1.91	.95	2.86
Unit 17	2.55	.2	2.86
Unit 11		2.86	2.86
Unit 26	2.86		2.86
Unit 10		2.86	2.86
Unit 32		2.86	2.86
Unit 14		2.86	2.86
Unit 12		2.86	2.86
Unit 13		2.86	2.86
Unit 27	2.77	.09	2.86
Unit 6		2.86	2.86
Unit 35		2.86	2.86
Unit 28		2.86	2.86
Unit 31		2.86	2.86
Unit 7		2.86	2.86
Unit 20	2.86		2.86
Unit 3		2.86	2.86
Unit 34		2.86	2.86
Unit 29		2.86	2.86
Unit 9		2.86	2.86
Unit 25	2.86		2.86
Unit 33		2.86	2.86
Unit 1		2.85	2.85
Unit 4		2.85	2.85
Unit 22	2.07	.78	2.85
Unit 23	2.85		2.85
Unit 19	2.85		2.85
Unit 30		2.85	2.85
Unit 5		2.85	2.85
Unit 8		2.85	2.85
Unit 24	2.85		2.85
Unit 2		2.85	2.85

100%

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF OUTLOTS B & C:

THAT PART OF OUTLOT A AND OUTLOT B IN THE SANCTUARY OF INVERNESS UNIT 2, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42, NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 18, 1995 AS DOCUMENT NO. 95328445, CORRECTED BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 17, 1995 AS DOCUMENT NO. 95798871 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED MARCH 31, 1997 AS DOCUMENT NO. 97217895, AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED APRIL 11, 1997 AS DOCUMENT NO. 97252991, COOK COUNTY, ILLINOIS.

20486970

ADDRESS

VACANT PROPERTY  
LOCH-BROOK LAKE  
BARRINGTON ILL

PIN

01-13-305 - 011

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019

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013

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