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THIS INSTRUMENT PREPARED BY
AND MAIL TO:

JOHN C. GRIFFIN
10001 SOUTH ROBERTS ROAD
PALOS HILLS, IL 60465
(708) 598-6800

0020838999

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Cook County Recorder 51.00



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SECOND DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS, RESERVATIONS, EQUITABLE
SERVITUDES, GRANTS AND EASEMENTS

OF

INDIAN ROCK TRAIL SUBDIVISION (Development)
LOCATED IN
UNINCORPORATED COOK COUNTY

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SECOND DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS, RESERVATIONS, EQUITABLE
SERVITUDES, GRANTS AND EASEMENTS OF
INDIAN ROCK TRAIL SUBDIVISION
LOCATED IN UNINCORPORATED COOK COUNTY, ILLINOIS

20838999

The undersigned, STATE BANK OF COUNTRYSIDE, as Trustee under Trust Agreement dated March 15, 2001, and known as Trust Number 01-2279 and not individually ("Owner") and GREGORY ZAWASK AND MARY ZAWASKI, (collectively "Developer") of the following described property:

LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

Owner/Developer hereby incorporate this instrument into the Plat of Subdivision, and any amendments thereto, and into the Original Declaration of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements of Indian Rock Trail Subdivision recorded in the Cook County Recorders Office November 25, 1998 as Document Number 08071733, and any amendments thereto, of the INDIAN ROCK TRAIL SUBDIVISION, and makes the same a part hereof.

WITNESSETH:

The following covenants, restrictions, reservations, equitable servitudes, grants and easements shall be considered as running with the land and shall be binding upon the respective Owners of said Lots, their heirs, executors, administrators, successors, mortgagors, grantees, leasees and assigns.

(1) MAINTENANCE ENTRANCE MONUMENT AND DETENTION PONDS

- (a) **Creation and Purpose.** There shall be formed an Illinois Not-for-Profit Corporation to be known as Indian Rock Trail Subdivision Homeowners Association (commonly referred to as the "Maintenance Association") whose purpose it shall be to maintain, as hereinafter defined, the Entrance Monument and those areas marked Stormwater and Drainage Easements on the Plat of Subdivision and located on Lot 24 and Lots 31, 32 and 33 (Maintenance Areas) for the common enjoyment and benefit of the Members of the Maintenance Association. The Maintenance Association shall have the obligation to maintain said Maintenance Area for the exclusive benefit and enjoyment of the Members of the Maintenance Association in full compliance with the Ordinances of the County of Cook and any other applicable governmental entity and to be esthetically pleasing to all of the Owners in the Indian Rock Trail Subdivision.

- (b) **Membership.** Every person or entity, including the Developer, its successors and assigns, who is a record Owner of a fee or undivided fee interest in Lots 1 through 40, inclusive of the Indian Rock Trail Subdivision, upon the vesting of such interest and without any further act, shall be a Member of the Association ("Member") subject to the obligations provided herein, in the Articles of Incorporation and the duly enacted By-Laws of the Board of Directors. Membership shall be appurtenant to and may not be separated from Ownership of any of the Lots in Indian Rock Trail Subdivision. Ownership of said Lot shall be the sole qualification for membership, and membership shall cease upon termination of such ownership.
- (c) **Voting Rights.** The Maintenance Association shall have only one class of voting membership. Each Lot, regardless of the number of Co-Owners, shall be entitled to one vote on any issue before the Maintenance Association.
- (d) **Powers of the Association.** Upon the first to occur of the conveyance of all Lots in the Subdivision by the Developer, or the Turnover, by the Developer, as hereinafter defined, the Board of Directors of the Association shall have the following powers and obligations:
1. To elect Directors, to appoint Officers, to hire employees or agents and to enter into Contracts as the Association deems necessary from time to time. The powers of the Maintenance Association shall be vested in its Board of Directors, which at all times shall be comprised of not less than three (3) Directors. The Directors shall have all powers of the Association, not specifically reserved to the Members of the Association, permitted by the Laws of the State of Illinois.
 2. To maintain, insure, repair, replace, reconstruct and incur other reasonable charges, with regard to the entrance monument located in the Maintenance Area and to perform any landscaping directly appurtenant thereto.
 3. To repair, replace, reconstruct and incur other reasonable charges, with regard to the Storm Water Detention facilities located in the Maintenance Area and designated on the Plat of Subdivision as Stormwater and Drainage Easement located on Lot 24 and Lots 31, 32, and 33. The Association's duties and powers shall not include cutting the grass and/or performing any landscaping in the Storm Water Drainage Easement portion of the Maintenance Area. The Owners of the Lots containing the Stormwater Drainage Easement shall be responsible for the maintenance of the grass and/or other landscaping. The Association's powers and duties shall be limited to taking reasonable steps to insure and maintain the functionality of the Stormwater and Drainage Easement.
 4. To enter all portions of the Maintenance Area for the exclusive benefit and enjoyment of the Members of the Maintenance Association. The Maintenance

Association is hereby granted a permanent easement to enter the aforesaid areas in accordance with these covenants and in accordance with the direction of the County of Cook and/or any other applicable governmental entity.

5. To levy and collect annual or semi-annual assessments, as the Board of Directors, shall determine, in their discretion ("Operating Assessments") against the Members and to this extent to lien any and all of Lots 1 to 40, when and as necessary, to enforce the collection of assessments.
 6. To adopt reasonable by-laws, rules and regulations necessary and proper to carry out the powers and duties of the maintenance Association.
- (e) **Maintenance Area.** It shall be the obligation of the Maintenance Association to maintain the Maintenance Area in a clean and orderly condition, all in accordance with the terms of this Declaration, the Ordinances of the County of Cook and any other applicable governmental entity.
- (f) **Turnover.** Until such time as the Developer ceases to be the Owner of any Lot in the Indian Rock Trail Subdivision, the powers and duties of the Maintenance Association shall be under the exclusive control of the Developer. The Developer, however, shall have the right at any time to turn the control of the Maintenance Association over to the Members of the Maintenance Association upon not less than 30 days notice, in writing, addressed to each Member of the Maintenance Association.
- (g) **County of Cook and/or Any Other Applicable Governmental Entity Maintenance Area Lien Rights.** In the event the Maintenance Association or an Owner does not comply with the terms of these covenants, or any of the obligations set forth herein, upon twenty-one (21) days' notice, the County of Cook and/or any other applicable governmental entity shall have the right, but not the obligation, to enforce these covenants and to place a lien, pro-rata, against each lot, which lien and right of recovery shall include the County and/or other applicable governmental entity's attorney fees, expenses and cost of investigation, settlement and litigation. Failure of the County and/or other applicable governmental entity to exercise or enforce its rights in any particular circumstances shall not be deemed a waiver of its rights. The County and/or other applicable governmental entity may enforce said lien to the full extent allowed by law, including but not limited to foreclosure of said lien. Notwithstanding any other provision of this Declaration, the rights granted to the County and/or other applicable governmental entity under this Section shall not be modified in any manner without the prior written approval of the County and/or other applicable governmental entity.

(2) COVENANT FOR ASSESSMENT

- (a) **Covenant.** The Owner of any Lot, whether or not improved, except the Developer, with respect to the Lots of Indian Rock Trail Subdivision, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or conveyance, is deemed to covenant and agrees to pay to the Association (i) regular assessments or charges and (ii) special assessments for capital improvements and unforeseen expenses. All such assessments are to be established and collected as hereinafter provided in this Second Declaration, together with the Articles of Incorporation and By-Laws of the Association.
- (b) **Operating Assessments.** Until the turnover, no operating assessments shall be due. After the Turnover, the operating assessments shall be determined by the affirmative vote of two-thirds (2/3) of the Board of Directors of the Association as provided in this Second Declaration and the By-Laws of the Association. Notwithstanding the foregoing, operating assessments may not be increased by more than Ten percent (10%) without the affirmative vote of two-thirds of the entire membership. On or before December 1st of each year commencing after the Turnover, and pursuant to the By-Laws of the Association, the Board of Directors shall hold a meeting or meetings:
- (i) To estimate all expenses provided for in this Second Declaration;
 - (ii) To fix the amount assessed against the individual Lots for the forthcoming year; and
 - (iii) To establish the date or dates on which such assessments or installments thereof shall be due the Association and in lieu thereof the amount of the prior year's annual assessment shall be the fixed amount. Should the Board of Directors fail to establish a payment date, all regular assessments shall be due semiannually on the first day of June and the first day of December in the year for which they are assessed.

Thereafter, the Board of Directors shall prepare an itemized list of all estimated expenses and shall give written notice of assessment to each Member subject thereto.

- (c) **Special Assessment for Capital Improvements.** In addition to the Operating Assessments authorized above, the Board may levy special assessments for each and all of the Members for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Maintenance Area and for the necessary fixtures and personal property related thereto. Whenever the Board of Directors shall determine there exists a need for levying a special assessment as herein provided, the Board of Directors shall adopt a resolution setting forth the need, amount, period of payment and due date or dates for the proposed special assessment. Any sums collected pursuant to this paragraph shall be used for the specific purpose for which they were collected. Any special

assessment which exceeds Five Thousand and no/100 (\$5,000.00) Dollars in total shall first be approved by a two-thirds (2/3) vote of the voting Members of the Association. Such vote may be taken at a meeting called by the Board of Directors for that purpose, or upon the written direction of two-thirds (2/3) of the voting Member of the Association

- (d) **Contingency, Replacement and Start-Up Reserve.** Intentionally Omitted.
- (e) **Segregated Account.** To the extent the annual budget includes an amount specifically designated as a capital reserve, or to the extent a special assessment is assessed, that portion of each installment of the Operating Assessment (for each and all of the Members) paid to the Association as a capital reserve shall be segregated and maintained by the Association in a special capital reserve bank account (Capital Reserve Bank Account) to be used solely for making repairs and replacements to the Maintenance Area, and to those portions of the Lots and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Second Declaration and for the purchase of equipment to be used by the Association in connection with its duties hereunder.
- (f) **Notice and Quorum.** Written notice of any meeting called for the purpose of authorizing special assessments which require approval of the Members shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting Members in person or by proxy having Sixty (60%) percent of the votes entitled to be cast after determination of a quorum shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement and required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting.
- (g) **Uniform Assessments.** Both General and Special assessments must be fixed at a uniform rate for all Subdivision Members. Any assessment and any installment thereof provided for herein, shall commence on the Lot on the due date for such assessment in the month following the conveyance, transfer or lease of such Lot by the Declarant and/or the Developer. The initial general assessment shall be adjusted according to the number of months remaining in any calendar year. The Developer shall not be obligated to pay assessments on any lot owned in fee or beneficially, by the Developer, prior to completion of construction thereon.
- (h) **Collection of Assessments – Remedies of the Association.** Any installment of an Assessment, whether General or Special, which is not paid by an Owner of any Lot when due shall be delinquent. If any installment of an Assessment is not paid within thirty (30) days after the due date, the Board may, at its option, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due

with respect to the current assessment year and the total amount shall be immediately due and payable and shall commence to bear interest from the date of acceleration at the rate of eighteen (18%) per annum, or if unlawful, then at the maximum rate permitted by law. In the event title to any one Lot shall be held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage to purchase and improve any Lot. The Board may determine a late charge not to exceed Fifty and 00/100 (\$50.00) Dollars per month for all delinquent assessments. The Association may bring an action against the Owner personally obligated to pay assessments and recover same, including interest, costs and reasonable attorneys fees for any such action, the amount of which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any court decision or any statute or law now or hereafter effective, the amount of any delinquent or unpaid charges or assessments and any accelerated installments, together with interest, late charges as determined by the Board, costs and attorney fees as above provided, shall be and become a lien or charge against the delinquent Owners' Lot and may be foreclosed by any action brought in the name of the Association. To the extent permitted by statute or law now or hereafter effective, the Board may bring an action in equity to foreclose the assessment lien (which foreclosure shall follow mortgage proceedings then in force and effect and selected by the Association.) and/or bring an action at law against the Owners of the Lot and interest costs and reasonable attorney's fee for any such action(s) shall be added to the amount of such delinquent Assessment and judgment.

- (i) **Records.** The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be requested by the Owner or the Mortgagee.
- (j) **No Waiver of Liability.** No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Maintenance Area or abandonment of his or her Lot. Any claim by an Owner against the Association shall be a separate action and shall not be used as a defense or counterclaim to any action by the Association to collect assessments.
- (k) **Subordination of the Lien to Mortgagees.** The lien of the assessments provided shall herein be subordinate to the lien of any mortgage placed at any time on a Lot by a bona fide mortgagee. Each holder of a mortgage on a Lot which obtains title or comes into possession of the Lot pursuant to the remedies provided in the mortgage, foreclosure sale, shall take title to the Lot free of any claim for unpaid assessments or

charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

- (3) **INDEMNITY OF DIRECTORS.** The Directors and the Officers of the Association shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers. The Owners shall indemnify and hold harmless each of such Directors or Officers against all contractual liability arising out of contracts made by such Directors or Officers on behalf of the Owners of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration.
- (4) **LIABILITY INSURANCE.** The Board shall also have authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons and property damage in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, Directors, Members of the Board, the Declarant, the Developer and their respective employees and agents, from liability in connection with their duties hereinabove stated and shall further insure the Association, its Officers, Directors, Members of the Board, the Declarant, and the Developer from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses paid from the General Assessment.
- (5) **GENERAL PROVISIONS**
- (a). **Notice of Mortgagees.** Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Lot Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Lot Owner whose Lot Ownership is subject to such mortgage or trust deed.
- (b). **Notices to Board, Association, and Owners.** Notices provided for in this Declaration shall be in writing. Notices to a Owner may be in writing. Notices to an Owner may be delivered to such Owner personally or by mail addressed to such Owner's Address. Notices to the Board or the Association may be personally delivered to any member of the Board or officer of the Association or mailed to such member or officer at such member's or officer's Address. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving notice of such change of address to all Lot Owners. Any Lot Owner may also designate a different address for notices to such Lot Owner by giving written notice of such Lot Owner's change of address to the Board or Association. Any notice required or desired to be given under the provisions of this Declaration to any Owner or the Association shall be deemed to have been properly delivered when deposited in the United States mail, postage

prepaid, directed to the person at their last known address, as shown in the records of the Association at the time of such mailing.

- (c). Notice of Decedent. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.
- (d). Binding Effect. Each grantee of the Declarant and each subsequent grantee by acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, and each tenant under a lease for a Lot accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Lot or the Subdivision, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
- (e). Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- (f). Amendment, Change, Modification, or Rescission. No provision of this Declaration affecting or creating any of the rights, options, privileges or duties of the Declarant or Developer may be amended, changed, modified or rescinded in any way without the prior written consent of the Trustee and Developer. The provisions of this Paragraph (f) may only be amended, changed, modified, or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged and approved by the Board, the Developer and all of the Lot Owners and all mortgagees having bona fide liens of record against any of the Lot Ownerships. Except for amendments to this Paragraph (f), and except as elsewhere provided in this Declaration, the provisions of this Declaration may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledged by the Board and approved by the Lot Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required under the Declaration(s) and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against

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any not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission made in accordance with this Declaration shall be effective upon the recording of such instrument in the office of the Cook County, Illinois Recorder

- (g). Special Amendment. Notwithstanding any other provision of this Declaration, the Declarant and the Developer and each of them singly reserves and shall have the right at any time and from time to time to record a Special Amendment to this Declaration to (i) conform this Declaration with the requirements of any applicable local ordinance or the requirements of any institutional lender issuing a commitment to the Declarant or Developer to make first mortgage loans or (ii) correct clerical or typographical errors in this declaration, or (iii) complete the data on the plat after improvements constructed at any time on the Parcel are completed by the Developer or (iv) to modify or amend this Declaration so long as such modifications and amendments shall not materially impair the rights of Owners. In furtherance of the foregoing, each Owner and each holder of a mortgage, trust deed, or lien affecting any Lot and each person having any other interest in the property hereby grants to the Declarant and Developer and each of them (and the Declarant hereby reserves for each of them) an irrevocable power of attorney coupled with an interest on behalf of each Owner and each such holder or person to make, sign and record on behalf of each Owner and each such holder and person any amendment described in this Paragraph (g). Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot or the property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the aforescribed power of attorney to the Declarant, Developer, and each of them, to make, sign and record on behalf of each of the Owners, holders and persons described in this Paragraph any amendment described in this Paragraph. The power of attorney described in this Paragraph shall terminate upon the sale and transfer of title to the last Lot covered herein.
- (h). Invalidity. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.
- (i). Perpetuities and Restraints. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rules restricting restraints or alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of George W. Bush, President of the United States, and Richard Durbin, Senator of the State of Illinois.

- (j). The owner of any Lot shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereinafter set forth. Each Owner's liability for any judgment entered against the Board for the Association, if any, shall be limited to such Owner's proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. An Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Lot, or caused by his own conduct. After the Declarant conveys to any Person title to any Lot, no mechanic's lien shall be created, against such Lot, by reason of any contract, by the Declarant, or the Developer to improve or make additions to the Property. If, as a result of work expressly authorized by the Board, a mechanic's lien claim is placed against the Lot or any portion of the Lot, each Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his Lot's proportionate share of any due and payable indebtedness.
- (k). Release of Claims. Each Owner hereby waives and releases any and all claims which he/she/they may have against any other Owner, Occupant, the Association, its officers, members of the Board, the Declarant, the Developer, the managing agent, and their respective employees and agents, for damage to the Maintenance Area or to any personal property located in the Maintenance Area, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.
- (l). Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of first-class subdivision.
- (m). Headings and Gender. The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles and Paragraphs to which they apply. The word "his" whenever used in this Declaration shall include the masculine, feminine and neuter pronouns.

- (n). Ownership by Land Trustee. In the event title to any Lot Ownership is conveyed to a land title-holding trust, under the terms of which all powers of management, operation, and control of the Lot Ownership remain vested in the Trust beneficiary or beneficiaries, then the Lot Ownerships under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Ownership. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation created under this Declaration and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot Ownership and the beneficiaries of such trust notwithstanding and transfers of the beneficial interest of any such trust or any transfers of title of such Lot Ownership.
- (o). Each grantee of a Lot in this Subdivision, by the acceptance of a deed conveying any Lot in this Subdivision, shall accept title thereto upon and subject to each and all of the covenants, conditions, restrictions, reservations, equitable servitudes, grants and easements herein contained, and by such acceptance shall for himself, his heirs, personal representatives, successors, assigns, grantees and lessees, covenants and agree to and with the grantees and subsequent Owners of each said other Lots, to keep, observe, comply with and perform said covenants, conditions, restrictions, reservations, equitable servitudes and grants.
- (p). The covenants, conditions, restrictions, reservations, equitable servitudes, grants and easements herein contained and created (all of which may hereafter be referred to as the "restrictions") shall be considered as appurtenant to and running with the land and shall operate for the benefit of the Developer, its successors and assigns and all of the Lots in the Subdivision.

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Trustee Exculpation. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements of said Declarants are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Declarants 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 Declarants not in its own right, but solely in the exercise of the powers conferred upon it is as Trustee, as aforesaid, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against STATE BANK OF COUNTRYSIDE or any of the beneficiaries under the Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of said Declarants in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Declarants will act only on the direction of the beneficiaries.

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

Signed as of the day and year first above written.
STATE BANK OF COUNTRYSIDE, NOT
INDIVIDUALLY, BUT AS TRUSTEE, AS
AFORESAID.

BY: Joan Micka

NAME: JOAN MICKA, Asst. V.P.

TITLE: _____

ATTEST:

BY: Susan L. Jutzi

NAME: SUSAN L. JUTZI, Vice Pres.

TITLE: _____

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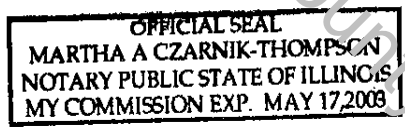
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOAN MICKA, Trust Officer of State Bank of Countryside and SUSAN L. JUTZI, Vice Trust Officer, Assistant Trust Officer of said Bank, who subscribed to the foregoing instrument as such 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 free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the Assistant Trust Officer then and there acknowledged that she as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of Jan, 2007

Martha A. Czarnik-Thompson
NOTARY PUBLIC

My commission expires: _____



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Mary Zawaski
MARY ZAWASKI

Gregory Zawaski
GREGORY ZAWASKI

Subscribed and sworn to
before me this 20th day
of July, 2002.



Noreen Linda McInerney
NOTARY PUBLIC

State of Illinois)
) SS.
County of Cook)

I, Noreen Linda McInerney, a Notary Public in and for the County and State
aforesaid, Do Hereby Certify that Gregory Zawaski and Mary Zawaski, personally
known to me to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and severally acknowledge that
they signed, sealed and delivered said instrument as their free and voluntary act,
for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of July, 2002.

Noreen Linda McInerney
NOTARY PUBLIC

My Commission Expires:

10-28-2005



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EXHIBIT A LEGAL DESCRIPTION

LOTS 1 TO 40, INCLUSIVE, IN INDIAN ROCK TRAIL SUBDIVISION, A SUBDIVISION OF PART OF THE WEST ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED JULY 16, 1997 AS DOCUMENT 97512792 AND CERTIFICATE OF ARREDION, RECORDED OCTOBER 14, 1997 AS DOCUMENT 97760298 AND RECORDED JUNE 13, 2001 AS DOCUMENT 0010513234, IN COOK COUNTY, ILLINOIS.

LOCATED AT: APPROXIMATELY 167TH & 118TH AVENUE IN UNINCORPORATED COOK COUNTY

COMMONLY KNOWN AS: INDIAN ROCK TRAIL SUBDIVISION

PROPERTY INDEX NUMBER: 27-19-303-001-0000 to 27-19-303-040-0000, inclusive.