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This document is prepared  
by and return document to:



Wallace K. Moy  
53 W. Jackson Blvd. #1564  
Chicago, Illinois 60604

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9300/0180 45 001 Page 1 of 5  
1999-11-30 12:46:58  
Cook County Recorder 29.00

## FIRST AMENDMENT TO DECLARATION

### OF PARKSHORE COMMONS I MASTER COMMON AREA ASSOCIATION

This First Amendment to that certain Declaration of Parkshore Commons I Master Common Area Association recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 98669012, as amended from time to time (the "Declaration"), is executed by Lakeside Bank as Trustee under Trust Agreement dated January 20, 1998, and known as Trust No. 10-1912, and not individually (hereinafter referred to as the "Trustee").

### WITNESSETH

**WHEREAS**, the Trustee, pursuant to Article 6.04 of the Declaration, desires to set forth the legal description of the common area identified in the Declaration as Exhibit "B";

**NOW THEREFORE**, the Trustee, as the holder of legal title, for the purposes above set forth, hereof declares that the Declaration is amended as follows:

1) Exhibit "B" of the Declaration, is deleted and an amended Exhibit "B", attached hereto and made a part hereof, is substituted in lieu thereof; and

2) All the unit owners and mortgage holders, by the Trustee, hereby consent to this First Amendment to the Declaration pursuant to the power set forth in Article 6.04 of the Declaration; and

Box 333

**BOX 333-CT1**

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3) Except as herein specifically amended, the Declaration is ratified and confirmed. In the event of any inconsistency between this First Amendment and the Declaration, this First Amendment shall control; and

4) 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 the representations, covenants, undertakings, warranties, and agreements of the 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 the Trustee personally but are made and intended for the purpose of binding only that portion of the property specifically described herein, and this instrument is executed and delivered by the 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 Trustee, on account of this instrument or on account of any representation, covenants, undertaking, warranty, or agreement of the 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; and

5) **Trustee Exculpation.** This declaration is executed by LAKESIDE BANK, aforesaid, in the exercise of power and authority conferred upon and vested in it as such trustee (and said trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this declaration that said trustee as aforesaid, an not personally has joined in the execution of this declaration for the sole purpose of subjecting the title holding interest and trust estate under said Trust No. 10-1912 to the terms of this declaration; and any and all obligations, duties, covenants and agreements of every nature herein set forth by said trustee, as aforesaid to be kept or performed are intended to be kept, performed and discharged by the beneficiaries under said trust or their successor, and not by said trustee personally, and further, that no duty shall rest upon LAKESIDE BANK, 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 this declaration, including 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 the event of conflict between the terms of this paragraph and of the remainder of the declaration on any question of apparent liability or obligation resting upon said trustee, the exculpatory provisions hereof shall be controlling.

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## EXHIBIT B

TO

### FIRST AMENDMENT TO DECLARATION

#### OF PARKSHORE COMMONS I MASTER COMMON AREA ASSOCIATION

LOT 43 IN SANTE FE GARDEN UNIT 2 BEING A RESUBDIVISION OF PART OF BLOCKS 25, 40 AND 41 AND THE VACTED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL  $\frac{1}{4}$  OF SECTION 21, TOGETHER WITH THAT PART OF LOT 65 IN CHINA TOWN SQUARE SUBDIVISION, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

PIN# 17-21-508-008; 025; 026; 030; 047; 049; 051; and 052  
17-21-432-002

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Lakeside Bank

55 WEST WACKER DRIVE • CHICAGO, ILLINOIS 60601-1699 • (312) 435-5100

## GENERAL RIDER

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 and agreements herein made on the part of **LAKESIDE BANK**, Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the **LAKESIDE BANK**, 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 **LAKESIDE BANK**, Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the **LAKESIDE BANK**, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said **LAKESIDE BANK**, Trustee, in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

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