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# EXHIBIT

ATTACHED TO

09208475

DOCUMENT NUMBER

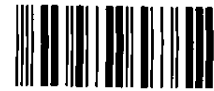
SEE PLAT BOOK

12-30-99

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945/0185 05 001 Page 1 of 10  
1999-12-30 13:20:44  
Cook County Recorder 75.00

## NINTH AMENDMENT TO AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE CONDOMINIUMS OF THE SANCTUARY OF INVERNESS UNIT II



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DB 7834162  
7834161

**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:

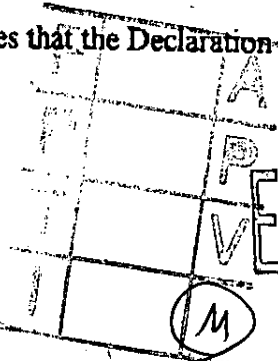
**WHEREAS**, the Declaration correctly describes the parcel that has been submitted to the Condominium Property Act of the State of Illinois pursuant to the declaration; and

**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:



# EXHIBIT ATTACHED

RECORDING FEE \$ 75.00  
DATE 12/30/99 COPIES 4  
OK DM 10/2/99

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

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limitations fixing the boundaries of these portions, nor any limitation on whether any portion of it 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

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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 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.

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 5th day of August

(SEAL)

HARRIS BANK OF BARRINGTON, N.A., as Trustee aforesaid, and not individually U/T/A No. 11-312

BY: [Signature]  
Land Trust Officer

Elizabeth J. Ova  
AVP & Land Trust Officer

ATTEST:

[Signature]  
Assistant Trust Officer

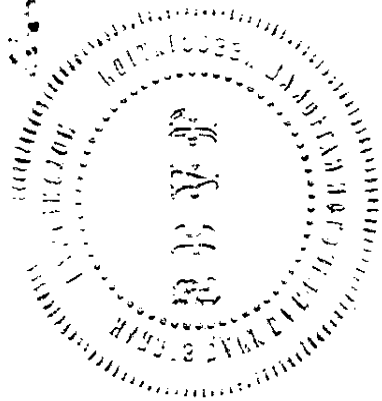
Lorrie A. Hale  
Trust Officer

This instrument is executed by the undersigned Land Trustee, not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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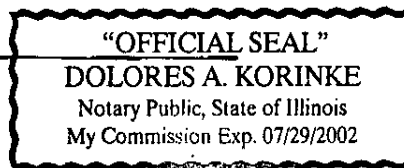
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STATE OF ILLINOIS     )  
                                   )  
 COUNTY OF COOK        )     SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Elizabeth Cordova, of HARRIS BANK OF BARRINGTON, N.A., and Lorrie A. Hale 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 she is the custodian of the corporation seal of the Trustee, and did affix the said corporate seal of said Trustee to said instrument as their free and voluntary act, and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of August 1909.

Dolores A. Korinke  
 Notary Public  
 My Commission Expires:



THIS INSTRUMENT WAS PREPARED BY AND MAILED 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 18 = 6.67%
- Unit 16 = 6.67%
- Unit 15 = 6.67%
- Unit 21 = 6.67%
- Unit 17 = 6.67%
- Unit 11 = 6.67%
- Unit 26 = 6.67%
- Unit 10 = 6.67%
- Unit 32 = 6.67%
- Unit 14 = 6.67%
- Unit 12 = 6.67%
- Unit 13 = 6.67%
- Unit 27 = 6.67%
- Unit 6 = 6.67%
- Unit 35 = 6.62%

100

PIN: 01-13-305-007  
-001

35 Carleton Court  
Barrington Hills, IL

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## EXHIBIT "A"

### **LEGAL DESCRIPTION LOT 6:**

THAT PART OF LOT 1 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. 95328448, 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, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S 68°03'25" E ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 66.37 FEET; THENCE S 50°57'26" E ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 21.99 FEET TO THE PLACE OF BEGINNING; THENCE N 39°02'34" W. A DISTANCE OF 40.42 FEET; THENCE N 75°28'13" E, A DISTANCE OF 12.11 FEET; THENCE N 54°43'51" E, A DISTANCE OF 19.82 FEET; THENCE N 02°15'23" W, A DISTANCE OF 36.57 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 46.90 FEET AND A CHORD BEARING OF N 75°35'22" E, AN ARC DISTANCE OF 26.85 FEET; THENCE S 37°43'05" E; A DISTANCE OF 54.03 FEET; THENCE S 04°35'35" W, A DISTANCE OF 86.15 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 85°24'25" W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 61.65 FEET, THENCE N 50°57'26" W, A DISTANCE OF 54.90 FEET TO THE PLACE OF BEGINNING.

### **LEGAL DESCRIPTION LOT 5:**

THAT PART OF LOT 5 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. 95328448, 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, IN COOK COUNTY ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE N 79°43'12" W ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 22.02 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING N 79°43'12" W, A DISTANCE OF 52.18 FEET;

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THENCE S 72°06'41" W, A DISTANCE OF 27.87 FEET; THENCE S 15°08'25" W, A DISTANCE OF 58.71 FEET TO A POINT ON A NON-TANGENT CURVE ; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 46.00 FEET AND A CHORD BEARING OF S 51°11'39" E, AN ARC DISTANCE OF 38.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 24.00 FEET, AN ARC DISTANCE OF 26.50 FEET; THENCE N 89°12'55" E; A DISTANCE OF 37.60 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS 24.00 FEET, AN ARC DISTANCE 42.48 FEET; THENCE N 12°11'15" W, A DISTANCE OF 33.78 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 99.00 FEET, AN ARC DISTANCE OF 22.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 151.00 FEET, AN ARC DISTANCE OF 8.46 TO THE PLACE OF BEGINNING.

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