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Chicago, Illinois 60001; IRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS

This First Amendment to Declaration of Reciprocal Easements and Operating Covenants is made and entered into this day of , 1985 by and between Amalgamated Trust and Savings Bank, not personally, but solely as Trustee under Trust Agreement dated June 21, 1984, and known as Trust No. 4951 (hereinafter referred to as "Trustee"), Trustee's Beneficiary, Lansing Landings Shopping Center Partnership, Ltd., an Illinois limited partnership (hereinafter referred to as "Developer"), American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated August 1, 1985 and known as Trust No. 65120 (hereinafter referred to as "American"), Highland Superstores, Inc., a Michigan corporation (hereinafter referred to as "Highland"), Toys "R" Us, Inc. a Delaware corporation (hereinafter referred to as "Toys"), Service Merchandise Company, Inc., a Tennessee corporation (hereinafter referred to as "Service") and Homeowners Warehouse, Inc., a Florida corporation (hereinafter referred to as "Homeowners").

RECITALS

- A. Trustee and Developer made and entered into a Declaration of Reciprocal Easements and Operating Covenants dated July 31, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on August 16, 1985 as Document No. 85149087 (hereinafter referred to as the "REA") affecting the real estate legally described in Exhibit A stached hereto (hereinafter referred to as "Developer Parcel").
- B. On August 16, 1985, Tristee conveyed a portion of the Developer Parcel, to American, and American agreed to be bound by the terms of the REA by Agreement dated August 14, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on August 16, 1985 as Document No. 85149097.
- C. On August 16, 1985, Trustee conveyed a portion of the Developer Parcel, to Highland, and Highland agreed to te bound by the terms of the REA by Assumption Agreement dated August 13, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on August 16, 1935 as Document No. 85149098.
- D. On October 2, 1985, Trustee conveyed a portion of the Developer Parcel to Toys, and Toys agreed to be bound by the terms of the REA by Assumption Agreement dated October 2, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on October 2, 1985 as Document No. 55216669.
- E. On October 15, 1985, Trustee conveyed a portion of the Developer Recel to Service, and Service agreed to be bound by the terms of the REA by Assumption Agreement dated October 7, 1985 and recorded with the Recorder of Deeds of County, Illinois on October 15, 1985 as Document No. 85235396.
- F. On October 15, 1985, Trustee conveyed a portion of the Developer Parcel to Homeowners, and Homeowners agreed to be bound by the terms of the REALLY Assumption Agreement dated October 7, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on October 15, 1985 as Document No. 85:55,92.
- G. The parties wish to amend the REA as hereinafter set forth but not otherwise.

NOW, THEREFORE, for good and valuable consideration, including the promises, covenants and agreements herein contained, it is hereby agreed as follows:

- 1. Section 1.18 of the REA is hereby amended by inserting the words "extends easterly from the Permissible Building Area and" after the words "Truck Facility" in the sixth line thereof.
- 2. Section 1.19 of the REA is hereby amended by inserting the words "relating to Stores" before the words "within the Center" in the third line thereof.

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3. Section 7.1 of the REA is hereby amended by deleting the second grammatical paragraph thereof and inserting the following paragraph in lieu thereof:

"All construction by Developer shall be in accordance with the terms, provisions, and requirements of this REA".

4. Section 10.1 of the REA is hereby amended by deleting the second sentence thereof and inserting the following in lieu thereof:

"Each parking space, regardless of angles of parking, shall have a minimum width of 9 feet on center measured at right angles to the side line of the parking space; provided, however, five hundred (500) parking spaces on lot 5 as shown on the Plat, located in the area closest to the Store on Site C-6 between two imaginary lines drawn westerly on lot 5 as shown on the Plat as extensions of the southerly Permissible Building Areas on Sites C-4 and C-6, shall be 9½ feet on center measured at right angles to the side line of the parking space; and provided further that to the extent the Village of Lansing permit compact car spaces measuring less than 9 feet on center, such compact car spaces shall be permitted in areas where 9 foot spaces are to be located (excepting the area between the two imaginary lines drawn westerly on lot 5 as shown on the Plat as extensions of the southerly Permissible Building Areas on Sites C-4 and C-6, where no compact car spaces shall be located)."

- 5. Section 12.3(f) of the REA is hereby deleted.
- 6. Section 12.3(i) of the REA is hereby amended by inserting the following after the words "Site C-t" in the seventh line thereof:

", nor the customery operation of a "Zayre" store or any junior department store on Site B-7, nor the customary operation of a "Highland Superstores" or other appliance store on Site C-4, nor the customary operation of a "Toys "?" Us" or other toy store on Site C-10, nor the operation of a "Service Lurchandise" or other catalog showroom on Site B-8, nor the customary operation of a "Mr. HOW" or other home improvement center on Site C-11."

7. Section 12.4(a)(xii) of the REA is hereby amended by inserting the following after the word "hereof" in the sixt; line thereof:

"and except that the Occupant of Site B-7 shall from time to time be entitled to display and sell said items for on- and off-site consumption on not more than ten percent (10%) of its floor area then dedicated to retail sales.".

- 8. Section 12.4(a)(xiii) of the REA is hereby ane ided by adding the the following after the word "products" in the last line thereo.
 - "; but nothing in this Section 12.4(a)(xiii), or any other provision of this Agreement, shall prohibit or restrict the customary operation of a Zayre store or a traditional department store or a junior department store on Site B-7"
- 9. Section 12.4(a)(xv) of the REA is hereby amended by inverting "or occupied by a store" after the word "used" on the second line thereof and by inserting ", junior department store" after the words "department store" in the fifth line thereof.
- 10. Section 12.4(a) of the REA is hereby amended by adding the following subsection (xvii):

"(xvii) fleamarkets."

11. Section 12.4(d)(i) of the REA is hereby smended by adding the following after the word "office" in the last line thereof:

"(except that Site B-7 may contain dentists' offices);"

12. The following is hereby added as Section 12.4(c):

"(e) Site C-6 shall not be used as a junior department store as that term is, from time to time, known in the trade."

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13. Section 12.5 of the REA is hereby amended by adding the following after the reference to "C-6" in the last line thereof:

"and, except during the period from October 1 through December 31 each year, the Occupants of Sites B-8, C-4, C-6, C-10 and C-11 shall be permitted to conduct selling activities on the sldewalk in front of its Store; provided, however, that any outdoor selling permitted pursuent to the terms of this Section 12.5 shall not unreasonably interfere with pedestrian and automobile traffic in the Center."

- 14. Article 21 of the PEA is hereby amended by inserting the words ", subject to the occurrence of an event which excuses non-performance pursuant to Article 17 hereof" after the words "Go Dark" in the second line thereof.
- 15. Section 22.25(a) of the REA is hereby amended by inserting the words "if the violation prohibits, restricts or affects the operation of any part of the Common Areas or ar. Occupant of the Center other than the cited Party." after the words "Parties" in the last line thereof.
- 16. Section 22.25(b) of the BEA is hereby amended by deleting the first sentence thereof and inserting the following in lieu thereof:

"Each Party, at its sole expense, shall promptly comply or cause compliance with all laws and governmental orders, regulations or requirements which may at any time be applicable to the buildings on its Parcel or the Cocupants thereof if the failure to comply therewith would prohibit, restrict or affect the operation of any part of the Common Areas or any other Occupant of the Center (hereinafter called "Laws")."

- 17. Except as hereby specifically amended, the REA shall be and remain in full force and effect.
- 18. This First Amendment to Declaration of Reciprocal Easements and Operating Covenants may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is a tached the signatures of all parties shall constitute an original of this First Amendment to Declaration of Reciprocal Easements and Operating Covenants.
- 19. This First Amendment to Declarator of Reciprocal Easements and Operating Covenants is executed by Mellon Bark, N.A., in its capacity as mortgage of a portion of the Developer Parce, and agrees hereby that its mortgage dated August 2, 1985 and recorded August 26, 1985 with the Recorder of Deeds of Cook County, Illinois as Document No. 85,112,091 and its Assignment of Rents dated August 2, 1985 and recorded August 15, 1985 as Document No. 85,149,092 are subject and subordinate to the provisions of this First Amendment to Declaration of Reciprocal Easements and Operating Covenants.
- 20. This First Amendment to Declaration of Reciprical Easements and Operating Covenants is executed by Amalgamated Trust and Carings Bank, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein shall be construed as creating any liability of Amalgamated Trust and Savings Bank personally to pay any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein, all such liability, if any, being expressly waived by anyone now or hereafter claiming any right or security hereunder. So far as Amalgamated Trust and Savings Bank, personally, is concerned, the legal owner or owners of any indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property perein described for the payment thereof.
- 21. This First Amendment to Declaration of Reciprocal Easements and Operating Covenants is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein shall be construed as creating any liability of American National Bank and Trust Company of Chicago personally to pay any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein, all such liability, if any, being expressly waived by anyone now or hereafter claiming any right or security hereunder. So far as American National Bank and Trust Company of Chicago, personally, is concerned, the legal owner or owners of any

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indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described for the payment thereof.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this First Amendment to Declaration of Reciprocal Easements and Operating Covenants as of the date first above written.

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IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this First Amendment to Declaration of Reciprocal Easements and Operating Covenants as of the date first above written.

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IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this First Amendment to Declaration of Reciprocal Easements and Operating Covenants as of the date first above written.

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AMALGAMATED TRUST AND SAVINGS BANK, not personally but as Trustee ns aforesaid ATTEST: O COR LANSING LANDINGS SHOPPING CENTER PARTNERSHIP, LTD., an Illinois limited partnership AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid ATTEST: By: HIGHLAND SUPERSTORES, INC., a Michigan corporation ATTEST: By: By: Its: Its: TOYS "R" US, INC a Delaware corporation ATTEST: Bv: SERVICE MERCHANDISE COMPANY, INC., a Tennessee corporation ATTEST: HOMEOWNERS WAREHOUSE, INC., a Florida corporation MELLON BANK, N.A. ATTEST: By: By: Its:

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indebtedness or obligation to perform any agreement or covenant, either express or implied, accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described for the payment thereof.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this First Amendment to Declaration of Reciprocal Easements and Operating Covenants as of the date first above written.

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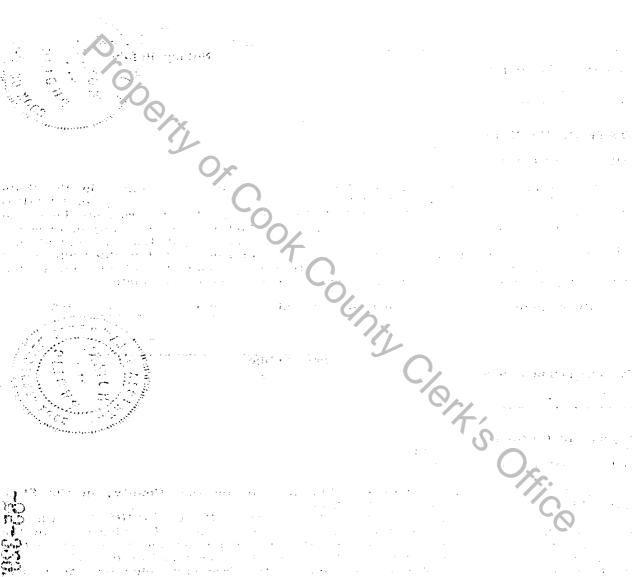
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STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Edward decease of AMALGAMATED TRUST AND SAVINGS BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as such officer of said Bank as his (her) own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.
Given under my hand and official seal, this 12 k day of Occurred, 1985.
My commission expires: Notary Public
10-18-81
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 Limited Literation of LANSING LANDINGS SHOPPING CENTER PLRTNERSHIP, LTD., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in carson and acknowledged that he signed and delivered the said instrument as such grant partnership as his own free and voluntary act and as the free and voluntary act of said limited partnership as aforesaid, for the uses and purposes therein set forth.
Given under my hand and official seal, this 12 day of Licenthic, 1985.
My commission expires: Notary Public Notary Public
STATE OF ILLINOIS) SSS.
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICACO, who personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged the (she) signed and delivered the said instrument as such officer of said Bank his (her) own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.
Given under my hand and official seal, thisday of
My commission expires:



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COUNTY OF COOK)SS.)	
I, the undorsigned, a Notary aforesaid, DO HEREBY CERTIFY AMALGAMATED TRUST AND SAVING the same person whose name is subcfore me this day in person and a the said instrument as such office voluntary act and as the free and uses and purposes therein set forth	IGS BANK, who is personally knobscribed to the foregoing instraction of the community of the community and the community and Bank as a second community act of said Bank as a	of nown to me to be cument, appeared and delivered own free and
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My commission expires:	Notory Public MARGARET L. Colores	
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Given under my hand	and official suri, this 10th day of Leventry	1985.
STATE OF ILLINOIS	Notary Public JOYCH: ALLIARPER HOLARY FUBLIC OF NEW JERSEY 17 Cuntained Local Log 11, 1587) SS.	
COUNTY OF COOK		
aforesaid, DO HEREBY CI MERCHANDISE COMPANY, person whose name is sub this day in person and	a Notary Public in and for said Court, in ERTIFY THAT INC., who is personally known to me to be escribed to the foregoing instrument, appeared acknowledged that he signed and delivered of said corporation as his own free and voltary act of said corporation as aforesaid, for the	f SERVICE the same before me , the said .
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	Notary Public	
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STATE OF THE SES)ss.	
person whose name is sulthis day in person and	a Notary Public in and for said Councy, in ERTIFY THAT Kichae L. Scheck, her view of the last of the l	before me the said intary act uses and
Given under my hand	I and official seal, this 12% day of DECEMBER, 1	1985.
	Notary Public Herrath	85-32973 ₁
My commission andress	Notary Public	23
My commission expires:		قسو
1 17 18 61		

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UNOFFICIAL COPY 2 3 1. STATE OF HI)ss. COUNTY OF GOOK I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT REMAND C. SCHOOL VICE RESULTION OF HOMEOWNERS WAREHOUSE, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such VICE RESULTION OF said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth purposes therein set forth. Given under my hand and official seal, this 124 day of 15ceness, 1985. Notary Public Aberratty My commission expires: STATE OF ILLINOIS COUNTY OF COOK I, the undersigned, r. Notary Public in and for said County, in the State aforesaid, DO HEREBY CENTRY THAT , of MELLON BANK, N.A., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (the) signed and delivered the said instrument as such officer of said Bank as his (the) own free and voluntary act and as the free and voluntary act of said Bank as a oregaid, for the uses and purposes therein set

Seal, t.

Notary Public Given under my hand and official seal, this _____ day of ______, 1985. My commission expires:

forth.

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STATE OF ILLINOIS)
COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HERERY CERTIFY THAT of HOMEOWNERS WAREHOUSE, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such of said corporation as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.
Given under my hand and official seal, this day of, 1985.
Notary Public My commission expires:
PENNEYLVANIA STATE OF INLINOIS ALLEGHTAN ALLEGHTAN SS. COUNTY OF COOK I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CENTIFY THAT James R. Starman, Vice President of MELLON BANK, N.A., who is personally known to me to be the same person whose
name is subscribed to the for(going instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as such officer of said Bank as his (her) own free and voluntary act and as the free and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.
Given under my hand and official seal this 12 day of December, 1985.
Notary Public Can Lulbacki
<u>-</u>
A Salah Karang Salah Karang Salah Sa
Ay commission expires: Commission expires: Commission Commissio

85-32973

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EXHIBIT A TO FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENT'S AND OPERATING COVENANTS

Lots 1 through 17 and Outlots A and B in The Landings Planned Unit Development being a Subdivision of part of the Southwest & of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers:

30-19-300-005 30-19-301-003 30-19-301-005 W.

NEC 1.

Service Office

Clerk's Office Common Address

\$26.50

T#1111 TRAN 4202 12/18/85 14:16:00 #7005 # A *-85-329731

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