

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND HOMEOWNERS' ASSOCIATION

TIMBERLAKE COUNTRYHOMES HOMEOWNERS ASSOCIATION

This First Amendment to Declaration of Covenants, Conditions, Restrictions, Easement and Homeowners' Association (the "First Amendment") is made this 11th day of November, 1990 by FIRST ILLINOIS BANK AND TRUST, not individually but solely as trustee under that certain Trust Agreement dated the 3rd day of January, 1990 and known as trust no. 9681 (hereinafter referred to as the "Developer").

DEPT-01 RECORDING \$16.25
T#4444 TRAN 6953 12/12/90 14:23:00
#2943 + D * - 90 - 604406
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, on May 2, 1990 that certain Declaration of Covenants, Conditions, Restrictions, Easements and Homeowners' Association dated April 30, 1990 was recorded in the office of the Recorder of Deeds of Cook County, Illinois as document no. 90-201697 (the "Declaration"); and

WHEREAS, the legal description attached to the Declaration as Exhibit A which described the property subject to the terms of the Declaration was as follows:

Lots 1 through 13, both inclusive, and Outlot A, B, and C in Timberlake Estates Subdivision being a Subdivision on the Northeast corner of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian in the Village of Palatine in Cook County, Illinois; and

WHEREAS, the Developer in the Declaration reserved the right to amend the Declaration at any time; and

WHEREAS, the Developer now desires to amend the Declaration as set forth herein;

NOW, THEREFORE, the Declaration of Covenants, Conditions, Restrictions, Easements and Homeowners Association is hereby amended as follows:

- 1. The legal description attached as Exhibit A to the Declaration is deleted in its entirety and the following legal description is substituted therefor as Exhibit A:

"Lot 13 and Outlot A, B, and C in the Timberlake Estates Subdivision being a Subdivision of the Northeast Corner of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian in the Village of Palatine in Cook County, Illinois."

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hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said power of attorney shall not be effected by the death or disability of any Member and is intended to deliver all rights, title and interest of the Member into said power.

Developer also reserves the right for a period of seven (7) years from the date hereof, to develop, on a phased basis, some or all of the undeveloped portions of the Additional Lands. Such development shall be limited to improvements that are consistent with the residential character of the Timberlakes Countryhomes project and may include in the development, in the aggregate, up to an additional 53 units.

The Developers right of development hereby reserved shall include the right and obligation, in the event that the Developer exercises such reserved right of development, to incorporate all residential Dwelling Units constructed and all other improvements as Units and Common Area, respectively of the Property. Such right and obligation shall be exercised and discharged by the Developer by the recordation in the Cook County Recorder's office of appropriate amendments and supplements to the Declaration expressly incorporating the additional Dwelling Units and other improvements into the Property as Units and Common Area, respectively. Such amendments and supplements shall include such amendatory, supplementary or replacement exhibits as are necessary to graphically identify, the additional Units and Common Area. Such supplements and amendments and the changes effected thereby, shall be fully binding upon all contract purchasers, Members and all holders of mortgages encumbering Units within the Property. Nothing contained herein shall be construed to authorize or permit any annexation or incorporation of any lands to the Property except by amendment duly adopted pursuant to the terms of this Declaration.

3. Article 2 Section 5 (b) of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

"b. the individual sale and conveyance of legal or equitable title to all of the Units (including all Units to be constructed on the Additional Lands) to Members other than the Developer or a successor developer, or"

4. Article 7 Section 3 of the Declaration is hereby amended by adding the following after the last sentence thereof:

"The approval of a majority in number of first mortgagees of Units which are subject to a mortgage or trust deed shall be required to materially amend any provision of the Declaration or By-Laws or to add

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to any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- a) Voting rights
- b) Assessments, assessment liens or subordination of such liens
- c) Reserves for maintenance, repairs and replacement of the Common Area
- d) Insurance or Fidelity Bonds
- e) Rights to use of the Common Areas
- f) Responsibility for maintenance and repair of the Common Area
- g) The addition (except for the Additional Lands), annexation or withdrawal of property to or from the Property
- h) Boundaries of any unit
 - i) Imposition of any right of first, refusal or similar restriction or the right of a Member to sell, transfer or otherwise convey his or her Unit
- j) Establishment of self management by the Association where professional management has been required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corp.

5. Trustee's Exculpation. It is expressly understood and agreed that each and all of the representations, covenants, undertakings and agreements of Developer are nevertheless, each and everyone of them, made and intended not as personal representations, covenants, undertakings and agreements by Developer or for the purpose or with the intention of binding Developer personally, but are made and intended for the purpose of binding only that portion of the Property described herein. This instrument is executed and delivered by Developer not in its own right, but solely in the exercise of the powers conferred upon as its trustee, and as aforesaid, that no personal liability of trustee as aforesaid, is assumed nor shall at any time be asserted or enforceable against First Illinois Bank and Trust or any of its beneficiaries under the Trust Agreement, on account of this First Amendment or on account of any representation, covenant, undertaking, or agreement of Developer in this First Amendment, expressed or implied, all such personal liability, if any, being expressly waived and released.

6. The following paragraph is hereby added to the Declaration as Article 5, Section 9.:

"Section 9. Boundary and Encroachment Easement. To the extent necessary by reason of the act or deed of Developer, an easement is declared for the benefit of

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2. The following paragraph is hereby added to the Declaration as Article 2 Section 9(e):

"9(e). Within seven (7) years from the date hereof, Developer shall have the right to incorporate as part of the Property subject to the terms of this Declaration all or part of the following described property:

Lots 1 through 12, both inclusive, in Timberlakes Estates Subdivision being a Subdivision of the Northeast Corner of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian in the Village of Palatine in Cook County, Illinois ("the Additional Lands").

This reserved right to incorporate the Additional Lands as part of the Property is separate and apart from the Developer's reserved rights as set forth in this Article 2 Section 9. The Developer's reserved right to incorporate the Additional Lands as part of the Property shall be exercised by the Developer by the recordation in the Cook County Recorder of Deeds office of an appropriate amendment and supplement to this Declaration expressly incorporating the Additional Lands as part of the Property (a copy of the form of the amendment is attached hereto as Exhibit B and made a part hereof). Said amendment and supplements shall include such amendatory, supplemental or replacement exhibits as are necessary to legally and graphically identify the Additional Lands to be incorporated. Said right to incorporate Additional Lands and said amendment and supplement shall not be operative until duly recorded in the office of the Recorder of Deeds of Cook County, Illinois. Furthermore, said amendment and supplement shall be fully binding upon all contract purchasers, Members, and all holders of mortgages encumbering dwelling units within the Property. By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in the Property, each and every subject contract purchaser, Member, mortgagee or other lien holder or party having any legal or equitable interest in the Property does automatically and irrevocably name, constitute, point and confirms the Developer, and successors and assigns, as attorney-in-fact for the purpose of executing said amendment and supplement to this Declaration and any other instrument necessary to affect the foregoing rights reserved to the Developer. The power of attorney aforesaid, is expressly declared and acknowledged to be coupled with an interest in the subject manner

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any Unit, any part of which, including walls, foundations, footings, shrubs, trees, decks or patios, courtyard, chimneys, roofs, gutters, overhangs, sills and downspouts shall, intentionally or unintentionally, encroach over, across, upon or under adjoining Common Areas, and all Common Areas, to the extent of the encroachment, intentional or unintentional, shall be subject to the easement.

IN WITNESS WHEREOF, Developer has caused this First Amendment to be executed as of the day and year first above written.

FIRST ILLINOIS BANK AND TRUST, not individually, but as trustee under that certain trust agreement dated the 3rd day of January, 1990 and known as trust no. 9681

By: _____

its: _____

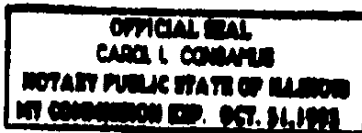
*P.I.N. 02-15-102-060
106-014
109-008*

SUBSCRIBED AND SWORN TO BEFORE ME THIS

11th DAY OF ~~November~~ DECEMBER, 1990

[Signature]

NOTARY PUBLIC



LEK/113090/PML/C:WP50/DEC.AME/PML/1

*Page by and mailed
Helleck & Schuller
200 E. Randolph Suite 6900
Chicago IL 60601
Attn: Christina Palanski*

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