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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1992 OCT 20 PM 12:02

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FIRST AMENDMENT TO
DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE WOODLANDS II TOWNHOMES ASSOCIATION

27 —

THIS INSTRUMENT is made and entered into this 1st day of October, 1992, by Cole Taylor Bank, not personally, by solely as Trustee under a Trust Agreement dated August 13, 1986, and known as Trust No. 4612, ("Declarant").

W I T N E S S E T H :

WHEREAS, by the Declaration of Party Wall Ridges, Covenants, Conditions, Easements and Restrictions for The Woodlands II Townhomes Association, recorded in the Office Recorder of Deeds of Cook County, Illinois, as Document No. 92311258, the Declarant submitted certain real estate to the provisions of the Declaration; and

WHEREAS, the Declaration reserves to the Declarant a power, coupled with an interest, to amend the Declaration, as attorney-in-fact, (Section 13.05 of the Declaration); and

WHEREAS, the Declarant now desires to amend the Declaration by eliminating the present language of Subsection (a) of Section 13.05 Amendment, of the Declaration and substitute therefor certain language which will clarify the right of the Owners to amend the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the Declaration (amended portion indicated in all caps) as follows:

13.05 Amendment. Except as provided herein, the provisions of this Declaration may be amended by an instrument executed by Owners of not less than seventy-five (75%) of the units then subject to the provisions of this Declaration except that: (a) NO AMENDMENT SHALL BE EFFECTIVE WITHOUT THE WRITTEN CONSENT OF DEVELOPER PRIOR TO THE FIRST TO OCCUR OF THE FOLLOWING EVENTS: (1) THE SALE OF THE LAST UNIT BY THE DEVELOPER; (2) THE TERMINATION OF THE DEVELOPER'S RIGHT TO APPOINT ANY OR ALL OF THE DIRECTORS OF THE ASSOCIATION AS PROVIDED IN PARAGRAPH 2.04 OF THE DECLARATION.

The remaining language of Section 13.05 Amendment, shall read the same as contained in the originally recorded Declaration.

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 Declarant are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Declarant, or for the purpose or made with the intention of

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binding said Declarant 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 Declarant not in its own right, but solely in the exercise of the powers conferred upon it 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 Cole Taylor Bank, or any of the beneficiaries under this Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of said Declarant 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 Declarant will act only on the direction of the beneficiaries.

COLE TAYLOR BANK, not individually, but as Trustee aforesaid

By: [illegible]

Vice President & Trust Officer (Title)

ATTEST:

BY: Constance L. Considine

Land Trust Administrator (Title)

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings 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 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 Cole Taylor Bank [illegible] under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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.

COLE TAYLOR BANK

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 Phyllis L. Lindstrom, Vice President, & Trust Officer of Cole Taylor Bank and Constance E. Considine, Land Trust Administrator of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and Vice President & Land Trust Administrator 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 Bank, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Vice President & Trust Officer and Land Trust Administrator then and there acknowledge that Land Trust Administrator, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act 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 13th day of October, 19 92.

Charlene Prochot
Notary Public

OFFICIAL SEAL
CHARLENE PROCHOT
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 26,1993

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EXHIBIT A

THE WOODLANDS II RESBUDIVISION OF THE WEST 357.52 FEET OF LOT 3 (EXCEPT THE NORTH 33 FEET THEREOF) IN CROSS SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RNAGE 13, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY LOCATION: 144th Street and Lamon Avenue
Midlothian, Illinois 60445

28-09-201-017

THIS INSTRUMENT PREPARED BY:

GABRIEL J. BARRETT
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