COOK COUNTY IF LINOIS

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

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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").

WITNESSETH:

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 low desires to amend the Declaraation by eliminating the present larguage of Subsection (a) of Section 13.05 Amendment, of the Declaration and substitute therefor certain language which will clarify the Light 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 barein, 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 there (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 deliversaid 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 any of the beneficiaries under this Trust Agreement, on instrument or on account of any representation, account of this covenant, undertaking or agreement of said Declarant in this instrument contained, either expressed or implied, all such personal li-ability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstand, ag, ies

Or Coop County Con that the Declarant will act only on the direction of the beneficiaries.

COLE TAYLOR BANK, not individually, but as Trustee aforesaid

Vice Prodident & Trust Officeffitle)

ATTEST:

Land Trust Administrator

EXCULPATORY CLAUSE

It is explosity understood and agreed by and between the parties functo, contline, could be the contaction notwitamending, that and and all of the vermenties, indicateins, representations, commute, undertakings in 🚮 egiclerates to the rackets the part of the fresher made in term purposing to be the concentral, independences representatives, sawkants, and all selected agreement, at the for six provides an excellence of the year of them. • 1 made and interest not on a reserving of the control by the Toutes or for the payment of a the hourst effect of band growth a percently bet are made and Inforbed. for the perform of shilling dray than portion of the fruit property up efficient decisions to relational this instrument be orticated and delivered by said fractions, in the contright. One within or the correlated the policies contained upon it as such fraction and that no person of its day or prevent help brodulity is assurant by the coloublet at any time for assurted or enforced to opened Cole Taylor thank the ended to the Annales and Force Agreement, on account of this instrumed or an account at any vertically, independing representation, coverant, underlying or agreement of the told Irregue in this Instrument contained, either expressed or Implies, all such purses of Hebility. If any, being aspirously regimed and reduced.

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STATE OF ILLINOIS)
COUNTY OF COOK)

__, a Notary Public in and the undersigned 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 Land rust Administrator respectively, appeared before me this day in person and acknowledged that they signed and ivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as if resaid for the uses and purposes therein set forth; and the said 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 foresaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of October , 19 92.

Notary Public

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CHARLENE PROCEPT
HOTARY PUBLIC STATE OF HALINOIS
MT COMMISSION EXP. JAN. 25.19:3

Stool Cook Collins Clerks Office

EXHIBIT A

THE WOODLANDS II RESBUDIVISION OF THE WEST 357.52 FEET OF LOT 3 (EXCEPT THE NORTH 33 FEET THEREOF) IN CROSS SUBDIVI-SION 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.

THIS INSTRUMENT PREPARED BY:

PROPENTO OF COOK COUNTY CLORES OFFICE GABRIEL J. BARRETT ATTORNEY AT LAW 9235 SOUTH TURNER AVENUE EVERGREEN PARK, ILLINOIS 60642 708/424-9600

MAIL TO:

QABRIEL J. BARRETT Attorney at Law 9235 South Turner Avenue Evergreen Park, IL 60642

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