

UNOFFICIAL COPY

047153

93047153

**SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR ROYAL RIDGE ESTATES
ORLAND HILLS, ILLINOIS**

93047153

THE SECOND AMENDMENT, is made and entered into by BRIDGEVIEW BANK, not individually, but as Trustee under Trust Agreement dated January 19, 1989 and known as Trust Number 11764 ("Trustee")

RECITALS

1. Trustee has executed as titleholder the Plat of Subdivision for Royal Ridge Estates which plat was duly recorded in the Office of the Recorder of Deeds, Cook County, Illinois.

2. Trustee has executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Royal Ridge Estates, Orland Hills, Cook County, Illinois (hereinafter referred to as "Declaration"), in the Office of the Recorder of Deeds, Cook County, Illinois, Document Number 91129861, and the First Amendment thereto which was recorded as Document Number 92103586, in the Office of the Recorder of Deeds, Cook County, Illinois. The Declaration and the First Amendment thereto originally affected the real estate located in the Village of Orland Hills, County of Cook, State of Illinois and legally described on Exhibit A attached hereto and made a part hereof.



93047153

DEPT-01 RECORDING \$35.50
T#6666 TRAH 5934 01/20/93 11:34:00
#9052 # *-93-047153
COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY:
DAVID T. COHEN & ASSOCIATES, LTD.
14300 SOUTH RAVINIA, SUITE 100
ORLAND PARK, ILLINOIS 60462
(708) 460-7711

GENERAL ADDRESS OF PROPERTY:
ROYAL RIDGE ESTATES
LINDSAY & 94TH AVENUE
ORLAND HILLS, ILLINOIS 60477

3550

51296712 ORLAND

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93047153

UNOFFICIAL COPY

3047153

3. In paragraph 20 of the Declaration, the Developer, as beneficial owner of the Future Parcel, reserved the right and power to annex, add, submit, and subject to the provisions of the Declaration any part or all of the Future Parcel, as described on Exhibit B to the Declaration.

4. Paragraph 20 of the Declaration is set forth in its entirety as follows:

"20. RESERVATION OF RIGHT TO ANNEX ADDITIONAL PROPERTY.
The Developer, as the beneficial owner of the Future Parcel, intends hereafter, but shall not be obligated, to develop and improve the Future Parcel, or a portion thereof, with Townhomes. The Developer intends, but shall not be required, to submit to the provisions of this Declaration and annex and add to the Parcel a part or all of the Future Parcel as any one or more such Townhomes are completed on part or all of the Future Parcel, or thereafter, as hereinafter provided in this paragraph 20.

Subject to the foregoing restrictions, the Trustee and the Developer, for themselves and their respective successors and assigns, hereby reserve the right, from time to time, to annex and add to the Parcel and the Development and thereby to add to the plan of ownership created by this Declaration, without notice thereof to or the consent of any Townhome Owner or Mortgagee of any Townhome, all or any portion of the Future Parcel. No rights or interests of any kind whatsoever in all or any part of the Future Parcel shall attach to any Townhome except as to that portion described in a recorded "Amendment To The Declaration" annexing and adding such portion of the Future Parcel to the Parcel and the Development and submitting such portion of the Future Parcel to this Declaration.

Each Townhome Owner and his successors and assigns, by acceptance of a deed to his Townhome, and each mortgagee of a Townhome by acceptance of a mortgage, acknowledge, consent and agree for themselves and their successors and assigns as follows, with respect to each Amendment to the Declaration recorded pursuant to this paragraph 20:

(a) An Amendment to the Declaration may contain such modifications of and additions to the provisions of this Declaration as the Trustee and Developer deem reasonably necessary to comport with the character of the construction upon the Additional parcel described in such Amendment To The Declaration; provided, however, that any such modifications or additions shall be applicable only to the Additional Parcel described in such Amendment To The Declaration. Any such Amendment to the Declaration shall contain such reasonable terms and provisions as the Trustee and Developer deem necessary to annex and add the Additional Parcel to the Parcel under terms equitable to all Townhome Owners.

93047153

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 4 7 1 5 4

(b) The Additional Parcel described in each such Amendment to the Declaration shall be governed in all respects by the provisions of this Declaration as modified by such Amendment to the Declaration.

(c) Upon the recordation of such Amendment to the Declaration, each Townhome Owner's Share corresponding to each Townhome shall be consistent with the formula set forth in the Definitions, paragraph 23. Such Townhome Owner's Share shall correspond to the style of the respective Townhome as set forth in the Definitions, paragraph 23.

(d) Upon the recordation of such Amendment to the Declaration, the Common Area shall be deemed to include any additional Common Area annexed to the Development pursuant to such Amendment to the Declaration.

(e) The recording of any such Amendment to the Declaration shall not alter the amount of the lien for Common Expenses assessed against a Townhome prior to such recording.

(f) For purposes of this Declaration, the Trustee and the Developer adding Additional Property to the Present Parcel, pursuant to Amendments to the Declaration, shall be deemed to be made by agreement of all Townhome Owners and all those who claim under them, including any mortgagees.

(g) The Trustee and Developer and their successors and assigns have the right to amend this Declaration in the manner provided in this paragraph 20, and each Townhome Owner agrees to execute and deliver any documents necessary or desirable to effect any such Amendment to the Declaration.

5. Trustee and Developer now desire to exercise the rights and powers provided in Paragraph 20 of the Declaration to annex, add, submit and subject certain additional real estate located within the Future Parcel and owner by Trustee, to the provisions of the Declaration.

NOW, THEREFORE, Trustee, as the record owner of the real estate, hereinafter described, pursuant to the power reserved in the Declaration to the Developer directing the Trustee, and for the purpose above set forth, Trustee hereby amends the Declaration as follows:

1. Terms. If not otherwise defined herein, the terms used herein shall have the meanings set forth in the Declaration.

2. The Additional Property. The following described real estate which is part of the Future Parcel is hereby annexed and added to the Declaration as Additional Property:

33097153

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3047153

Lot 5 of Royal Ridge Estates, being a subdivision of part of the West Half of the Northwest Quarter of Section 27, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

3. Covenants to Run with the Land. The covenants, conditions, restrictions and easements contained in the Declaration, and as amended by this First Amendment to the Declaration, shall run with the land.

4. Ratification of Declaration as Amended. In all other respects the Declaration, as hereby amended, is ratified and confirmed and shall continue in full force and effect except all references to underground sprinklers be and hereby are deleted.

5. Effectiveness of the Second Amendment. This Second Amendment shall be effective as of the date is recorded with the Cook County Recorder of Deeds.

6. This Second Amendment is executed by Bridgeview Bank, as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Bridgeview Bank, hereby warrants that it possesses full power and authority to execute this instrument.) It is expressly understood and agreed by every person, firm, or corporation hereafter claiming any interest under this Second Amendment that Bridgeview Bank, as trustee aforesaid, and not personally, has joined in the execution of this Second Amendment for the sole purpose of subjecting the title holding interest in the Trust Estate under said Trust No. 11764 to the terms of this Second Amendment in the Declaration, and that nay and all obligations, duties and covenants and agreements of every nature, herein set forth by Bridgeview Bank, as Trustee aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 11764, or their successors and not by Bridgeview Bank personally;

And further, that no duty shall rest upon Bridgeview Bank, either personally or as Trustee, to sequester Trust Assets, rentals, avails or proceeds of any kind, or otherwise to act to the fulfillment or discharge of any obligations, express or implied, arising under the terms of this Second Amendment, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 11764, and after the trustee has first been supplied with funds for that purpose. In the event of a conflict between the terms of this paragraph and the remainder of the Declaration or this Second Amendment, or any question of apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

93047153

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

104715

IN WITNESS WHEREOF, Bridgeview Bank, a banking corporation, as Trustee aforesaid and not personally, has caused its corporate seal to be affixed hereunto, and has caused its name to be signed hereto by its duly authorized officers this 18th day of December, 1992.

BRIDGEVIEW BANK, AS TRUSTEE, AS AFORESAID, AND NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 1989, AND KNOWN AS TRUST NO. 11764.

BY: William J. Berry
TITLE: Vice President

ATTEST: David J. Altgates
TITLE: Secretary

expressed and delivered by BRIDGEVIEW BANK AND TRUST COMPANY not in its individual capacity but only in the capacity herein described, for the purpose of executing the herein described property, and it is expressly understood and agreed by the parties hereto, including herein, to the contrary notwithstanding, that the powers of the Trustee herein and hereinbefore herein made, are made and intended to be personal and not binding on the Trustee, or the Trustee's representative, or the Trustee's representative, but executed and delivered by the Trustee herein as the exercise of his powers authorized upon it as such Trustee, and the Trustee's liability or personal responsibility is assumed by, or satisfied, may have been accepted or enforced against said Trustee, or agent hereof or representative of any undertaking or agreement herein contained, either expressed or implied, and no personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

BRIDGEVIEW BANK AND TRUST COMPANY

As Trustee under Trust Agreement No. 1-1764
to bind the Trust Estate and not individually
By Adria Rodriguez
Trust Officer

93047153

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3047153

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGEMENT

The undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Luella J. Berry, as Vice President of Bridgeview Bank and David J. Alteneter, as Secretary, thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, 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, for the uses and purposes therein set forth; and that said Secretary did also then and there acknowledge that he/she, as custodian of the corporation seal of said bank, did affix the corporate seal of said bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of December, 1992.

"OFFICIAL SEAL"
LIDIA MARINCA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-30-94

Lidia Marinca
NOTARY PUBLIC

93047153

THIS INSTRUMENT WAS PREPARED BY:

DAVID T. COHEN & ASSOCIATES, LTD.
14300 SOUTH RAVINIA, SUITE 100
ORLAND PARK, ILLINOIS 60462
(708) 460-7711

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3 0 4 7 1 5 3

CONSENT

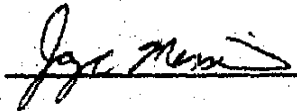
THE UNDERSIGNED, being the owner and holder of certain mortgages against the property, which mortgages have been duly recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Numbers 90077069 and 90127713**, hereby consent to the execution of this Second Amendment To The Declaration of Covenants, Conditions, Restrictions and Easements for Royal Ridge Estates, Orland Hills, Illinois.

**and 90127714 and 90614108 and 91500979 and 92332514.

BRIDGEVIEW BANK

By: 

ATTEST:



93097153

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3047153

EXHIBIT A ATTACHED HERETO AND MADE A PART OF THAT
CERTAIN SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR ROYAL RIDGE ESTATES
ORLAND HILLS, ILLINOIS

LEGAL DESCRIPTION

Lots 1, 2 and 6 of Royal Ridge Estates, being a
subdivision of part of the West Half of the Northwest Quarter of
Section 27, Township 36 North, Range 12, East of the Third
Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

93047153

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011/06/06
10:00 AM