

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

TIMBERLAKE COUNTRY HOMES HOMEOWNERS' ASSOCIATION

This Tenth Amendment to Declaration of Covenants, Conditions, Restrictions, Easements and Homeowners' Association (the Tenth Amendment) is made this 24th day of February, 1994 by FIRST ILLINOIS BANK AND TRUST, not individually, but solely as trustee under a certain Trust Agreement dated the 3d day of January, 1990, and known as Trust number 9681 (hereinafter referred to as the "Developer.")

WITNESSETH

DEPT-01 RECORDING
742222 TRAN 7714 03/09/94 11:13:00
22233 0 14.12 44-74-216366
COOK COUNTY RECORDER

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 Number 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, 2, 12 AND 13 AND OUTLOTS A, B, AND C IN THE TOWNHOMES OF TIMBERLAKE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER 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. Article 2, Section 7(b) is amended to read as follows:
 (b) Annual Meeting. After the first meeting of the Membership, annual meetings shall be held on the anniversary date of the first election of the Association's Board of Directors upon notice in writing by the Board to the Members not less than ten (10) days and not more than sixty (60) days prior to the meeting. The notice shall specify the date, time and place of the meeting.

- 2. Article 3, Section 1 is amended by adding thereto the following:
 A late charge of \$20.00 shall be levied for any assessment not paid when due.

P.I. N. 02-15-112-001, 002, 005, 007 and 009

94216366

* Bank One, Chicago, NA as successor by merger with Bank One, LaGrange f/k/a

UNOFFICIAL COPY

This document may be executed in one or more counterparts, all of which shall be deemed as one original.

IN WITNESS WHEREOF, developer has caused this TENTH AMENDMENT to be executed the day and year first above written.

BANK ONE, CHICAGO, N.A. as successor by merger with **BANK ONE, LA GRANGE** f/k/a First Illinois Bank & Trust not individually but as trustee under that certain trust agreement dated January 3, 1990, known as trust number 9681.

BY Lois Nugent
Land Trust Officer

Attest: Iljana Grimm
Pro Secretary

It is expressly understood and agreed by and between the parties hereto, appearing herein to the best of my knowledge, that all of the representations, warranties, covenants, conditions, and obligations herein contained on the part of the Trustee shall be for the protection of the parties and shall not be construed as a limitation on the power of the Trustee to exercise its powers and to carry out its duties as trustee under the trust agreement, and that the Trustee shall not be liable for any action taken by it in good faith in the exercise of its powers and duties as trustee under the trust agreement, and that the Trustee shall not be liable for any action taken by it in good faith in the exercise of its powers and duties as trustee under the trust agreement, and that the Trustee shall not be liable for any action taken by it in good faith in the exercise of its powers and duties as trustee under the trust agreement.

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned, notary public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lois Nugent, Land Trust Officer of BANK ONE, CHICAGO, N.A., as successor by merger with BANK ONE, LA GRANGE, f/k/a FIRST ILLINOIS BANK AND TRUST, and Iljana Grimm, Pro Secretary, of said Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument held the offices as stated following their names, and 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 Trust Company as trustee aforesaid for the uses and purposes therein set forth; and said officers then and there acted and acknowledged that they as custodians of the corporate seal of said Trust Company did affix the corporate seal of said Trust Company to the said instrument as their free and voluntary act of said Trust Company as trustee aforesaid, for the uses and purposes therein set forth.

94236366

Given under my hand and official seal this 24th day of February, 1994

OFFICIAL SEAL
NENA VUKANIC
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 25, 1995

Nena Vukanic
Notary Public

Prepared by: Egils H. Krolls, 807 East Palatine Road, Palatine, Illinois 60067



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

TIMBERLAKE COUNTRY HOMES HOMEOWNERS' ASSOCIATION

This Tenth Amendment to Declaration of Covenants, Conditions, Restrictions, Easements and Homeowners' Association (the Tenth Amendment) is made this 27th day of February, 1994 by FIRST ILLINOIS BANK AND TRUST, not individually, but solely as trustee under a certain Trust Agreement dated the 3d day of January, 1990, and known as Trust number 9681 (hereinafter referred to as the "Developer").

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 Number 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, 2, 12 AND 13 AND OUTLOTS A, B, AND C IN THE TOWNHOMES OF TIMBERLAKE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER 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. Article 2, Section 7(b) is amended to read as follows:

(b) Annual Meeting. After the first meeting of the Membership, annual meetings shall be held on the anniversary date of the first election of the Association's Board of Directors upon notice in writing by the Board to the Members not less than ten (10) days and not more than sixty (60) days prior to the meeting. The notice shall specify the date, time and place of the meeting.

2. Article 3, Section 1 is amended by adding thereto the following:

A late charge of \$20.00 shall be levied for any assessment not paid when due.

P.I. N. 02-15-112-001, 002, 005, 007 and 009

94216366

UNOFFICIAL COPY

This document may be executed in one or more counterparts, all of which shall be deemed as one original.

IN WITNESS WHEREOF, developer has caused this TENTH AMENDMENT to be executed the day and year first above written.

BANK ONE, CHICAGO, N.A. as successor by merger with **BANK ONE, LA GRANGE** f/k/a First Illinois Bank & Trust not individually but as trustee under that certain trust agreement dated January 3, 1990, known as trust number 9681.

BY Lois Nugent
Land Trust Officer

Attest: Ilana Grimm
Pro Secretary

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that all of the representations, warranties, undertakings, warranties, indemnities, and agreements herein made on the part of the Trustee while in form purporting to be on the part of said Trustee are nevertheless made and intended to be a personal representation, covenant, undertaking, warranty and agreement by the Trustee or for the purposes of this instrument by the Trustee and Trustee personally for purposes of this instrument including any the trust property, including income and principal, which is created and delivered by and to the Trustee, but solely in the execution of the powers conferred or to be conferred and that no personal liability or personal responsibility shall be incurred by or shall at any time be attachable to the Trustee, Bank One, Chicago, N.A. under and in connection with any of the instruments in this instrument or in account of any representations, undertakings, warranties, indemnities or agreements of said Trustee in this instrument, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, notary public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lois Nugent, Land Trust Officer of BANK ONE, CHICAGO, N.A., as successor by merger with BANK ONE, LA GRANGE, f/k/a FIRST ILLINOIS BANK AND TRUST, and Ilana Grimm, Pro Secretary, of said Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument held the offices as stated following their names, and 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 Trust Company as Trustee aforesaid for the uses and purposes therein set forth; and said officers then and there acted acknowledged that they as custodians of the corporate seal of said Trust Company did affix the corporate seal of said Trust Company to the said instrument as their free and voluntary act of said Trust Company as trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of February, 1994.

NOTARIAL SEAL
NINA VUKANIC
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES NOV. 25, 1995

Nina Vukanic
Notary Public

Prepared by: Egils H. Kroils, 807 East Palatine Road, Palatine, Illinois 60067

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