

UNOFFICIAL COPY

95394349

DEPT-01 RECORDING 131.00
 T40022 TRAN 4259 06/19/95 14:15:00
 45500 4 J11 *--95-394349
 COOK COUNTY RECORDER

CA 75-39-65) OF

SPECIAL AMENDMENT

WHEREAS, the Declaration of Easements, Covenants, Conditions and Restrictions of Centennial Village Unit I Townhome Association was recorded on April 5, 1993 as Document No. 93247499 in the office of the Recorder of Deeds of Cook County, Illinois.

WHEREAS, this amendment is adopted pursuant to the provisions of Article XV Section 7 of the aforesaid Declaration.

WHEREAS, the purpose of this document is to amend Article XV Section 9 in its entirety by restating same.

WHEREAS, the amount of acreage for the multi-family condominiums was increased 2.3 acres and the planned office was reduced from 5.8 acres to 3.5 acres.

WHEREAS, after the development has proceeded for approximately two years the maintenance of the dedicated right-of-ways has been modified to a more simple and equitable manner.

WHEREAS, the Planned Office as described on Exhibit "A" is to be removed from the Declaration of Easements, Covenants, Conditions and Restrictions of Centennial Village Unit I Townhome Association recorded on April 5, 1993 as Document No. 93247499 in the office of the Recorder of Deeds of Cook County, Illinois, because it shall be obligated under a separate agreement with Centennial Village Unit I Townhome Association.

NOW THEREFORE, ARTICLE XV-Section 9-Maintenance (Landscaping and Sprinkling of Parkways and Islands on dedicated right-of-way) is hereby deleted and rewritten in its entirety and shall encumber the real estate as shown in Amended Exhibit "I" attached hereto.

P.I.N. 27-16-400-001-0000, 27-16-402-002-0000
 COMMON ADDRESS: 159TH ST. & RAVINIA AVE.
 ORLAND PARK, IL 60462

MAIL TO:
 THIS INSTRUMENT WAS PREPARED BY:
 THEODORE J. CACHRY, ATTORNEY
 9961 W. 151ST ST., ORLAND PARK, IL 60462

3/8

95394349

BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011

UNOFFICIAL COPY

ARTICLE XV-Section 9-Maintenance (Landscaping and Sprinkling) of Parkways and Islands on dedicated right-of-way:

The above shall be maintained in the following manner:

a. Centennial Village Unit I Townhome Association shall be responsible for maintaining the landscaping in the right-of-ways boarding their property including watering, lawn cutting, bush and tree maintenance

b. Centennial Village Unit II shall be responsible for maintaining the landscaping in the right-of-ways boarding their property including watering, lawn cutting, bush and tree maintenance.

c. Manor Home Condominiums shall be responsible for maintaining the landscaping in the right-of-ways boarding their property including watering, lawn cutting, bush and tree maintenance.

d. Multi-Family Condominiums shall be responsible for maintaining the landscaping in the right-of-ways bordering their property including watering, lawn cutting, bush and tree maintenance.

e. Planned Office shall be responsible for maintaining the landscaping in the right-of-ways bordering their property including watering, lawn cutting, bush and tree maintenance. In addition, the Planned Office shall enter into an agreement with the Centennial Village Unit I Townhome Association to be responsible for 29/298 of the cost of maintaining the center island only. For that reason, the Planned Office shall be removed from the Declaration of Easements, Covenants, Conditions and Restrictions of Centennial Village Unit I Townhome Association. See Amended Exhibit "1".

The maintenance of the landscaping in the center island on Ravinia Avenue including watering, lawn cutting, bush and tree maintenance and including the maintenance of the identification sign shall be a joint obligation of

Townhomes Unit I	75 Units
Townhomes Unit II	62 Units
Manor Home Condominiums	48 Units
Multi Family Condominiums	84 Units
Planned Office (Reduced to Residential)	29 Units

on the basis of \$2.00 per month per unit initially.

The Centennial Village Unit I Association shall be responsible for maintaining the center island as well as the identification sign. The above referred to \$2.00 per month per unit fee shall be paid quarterly to Centennial Village Unit I Association and together with their payment of \$2.00 per unit per month

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

said fund shall be used for island maintenance. Each unit shall be responsible for 1/298 of the total annual maintenance cost of the center island on Ravinia Avenue. The amount of \$2.00 per unit per month is merely an estimate. That amount may change when necessary. Each development within Centennial Village shall be responsible for their pro rata share of the actual expense incurred in the maintenance of the center island on Ravinia Avenue.

In addition to any remedies or liens provided by law or by this Declaration, if an Association is in default in the payment of the aforesaid charges for 30 days, the Centennial Village Unit I Townhome Association, may bring suit to enforce collection thereof and there shall be added to the amount due, the costs of said suit together with interest and reasonable attorney fees to be fixed by the Court.

IN WITNESS WHEREOF, Marquette National Bank as Trustee under a Trust Agreement dated June 28, 1988, and known as Trust No. 11918 has authorized these presents to be signed by its Vice President and its corporate seal to be hereto affixed and attested by its Trust Office this 8 day of June, 1995.

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 is 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 Marquette National Bank, 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.

IN WITNESS WHEREOF Marquette National Bank, not personally but as Trustee as aforesaid has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MARQUETTE NATIONAL BANK


Vice President


Assistant Secretary

953394349

UNOFFICIAL COPY

Property of Cook County Clerk's Office

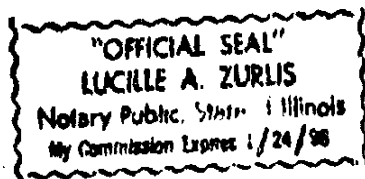
11/11/11

UNOFFICIAL COPY

State of Illinois
SS
County of Cook

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in persona and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their 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.

Given under my hand and Notarial Seal this 8 day of June, 1995.



Lucille A. Zurlis
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025

UNOFFICIAL COPY

AMENDED EXHIBIT "1"

The West Half of the Northwest Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of Section 16, Township 36 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois.

EXCEPT THE FOLLOWING DESCRIBED PARCELS:

The East 1466.62 feet of the South Half of the Southeast Quarter, except the South 604.42 feet of the West 156 feet thereof in Section 16, Township 36 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois;

and

All that part of the Southeast Quarter of Section 16, Township 36 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the West line of said Southeast Quarter of Section 16 with the Northerly line of 159th Street as dedicated by Document No. 10909317; Thence North 0 degrees 00 minutes 27 seconds West along the West line of said Southeast Quarter of Section 16 for a distance of 1833.77 feet; thence North 63 degrees 40 minutes 37 seconds East for a distance of 55.78 feet to the point of beginning; thence North 0 degrees 00 minutes 27 seconds West for a distance of 760.33 feet to a point on the North line of said Southeast Quarter of Section 16; thence North 89 degrees 55 minutes 27 seconds East along the last described line for a distance of 608.33 feet; thence South 0 degrees 03 minutes 17 seconds East for a distance of 460.01 feet; thence South 63 degrees 40 minutes 37 seconds West for a distance of 679.08 feet; to the point of beginning, all in Cook County, Illinois.

Also, Lots 46 and 47 in Centennial Village Unit 6 a Planned Unit Development, being a Subdivision of part of the Southeast 1/4 of Section 16, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

Lots 46 and 47 in Centennial Village Unit 6 a Planned Unit Development, being a Subdivision of part of the Southeast 1/4 of Section 16, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office