

THIRD AMENDMENT TO
DECLARATION OF
CONDOMINIUM OWNERSHIP
AND BY-LAWS, EASEMENTS,
RESTRICTIONS AND
COVENANTS FOR THE
CREEKSIDE AT OLD ORCHARD
CONDOMINIUMS

This Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions, and Covenants for the Creekside at Old Orchard Condominiums made and entered into this 30th day of June, 1998, by Parkway Bank and Trust as Trustee under Trust Number 10871 dated July 8, 1994, and not individually, (hereinafter referred to as the Trust), Rand Development Corporation (hereinafter referred to as "Rand"), the Board of Managers of Creekside at Old Orchard Condominiums (hereinafter referred to as "Board"), and the undersigned unit owners of condominium units in Creekside at Old Orchard Condominiums (hereinafter referred to as "Unit Owners") being the majority of unit owners required by the Condominium Property Act (hereinafter referred to as "the Act") and the condominium instruments.

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WITNESSETH

WHEREAS, by certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions, and Covenants for Creekside at Old Orchard Condominiums filed in the Office of the Recorder of Deeds of Cook County, Illinois, on March 15, 1996, as Document Number 96261584 (hereinafter referred to as "Declaration"), the Trustee submitted certain real estate to the provisions of the Illinois Condominium Property Act ("the Act"), said real estate being a fifty (50) unit condominium building located on "Parcel One" as shown on the plat attached to the Declaration, which building has an address of 710 Creekside Drive, and which was then known as the Creekside at Old Orchard Condominiums. A special amendment was recorded with the Cook County Recorder as Document No. 96488535. Additional real estate was added to the Creekside at Old Orchard Condominiums by an amendment recorded October 8, 1996, as Document No. 96766359, which added a second fifty (50) unit condominium building located on "Parcel Two" as shown on the Amended Plat attached to the Amended Declaration which building has an address of 720 Creekside Drive. A third fifty (50) unit condominium building located on "Parcel Three" as shown on the Amended Plat attached to the Amended Declaration which building now has an address of 730 Creekside Drive, was added to the Creekside at Old Orchard Condominiums by a second amendment recorded March 14, 1997, as Document No. 97175969. The real estate subject to the Declaration as a result of the recordation of the Declaration and the amendments is identified and legally described in amended Exhibit "A(3)" to the Second Amendment which is incorporated herein by this reference. The legal

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ENCLOSURE Creekside Condominiums THIRD AMENDMENT

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description for Parcels One, Two, and Three is attached hereto and incorporated herein as Exhibit "B".

WHEREAS, Sections 17 and 27 of the Act set forth a procedure for an amendment of condominium instruments and Article XIX Section 6 of the Declaration sets forth a procedure for amendment, change or modification of the Declaration by written instrument setting forth the amendment, change or modification signed and acknowledged by all members of the board, at least three fourths (3/4) of the unit owners, and containing an affidavit by an officer of the board certifying that a copy of the amendment, change, or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit not less than ten (10) days prior to the date of the affidavit; and

WHEREAS, Trustee and Rand desire to, plan to, and intend to assign and transfer their right to build an additional fifty (50) unit condominium building on "Parcel Four" as shown on the plat to Wellington Partners, Inc., or its nominee (hereinafter referred to as "Wellington"); and Trustee and Rand desire to, plan to and intend to complete development of the remaining portions of the Parcel including specifically all of "Parcel Five" as shown on the plat including the pool and club house, and desire to submit "Parcel Five" and all the remaining common elements which they complete and develop to the Declaration for Creekside at Old Orchard Condominiums; and

WHEREAS, Wellington wishes: (a) to accept an assignment of their rights to construct a fourth (4th) condominium building containing fifty (50) condominium units on Parcel Four as shown on the plat; (b) to market and sell all the units in that building; (c) to be the Developer of "Parcel Four"; (d) to accept an assignment of Trustees' and Rands' personal and/or reserved rights including the rights to add on the fourth condominium building to the existing condominium; (e) to accept an assignment of a power coupled with an interest to change the percentages ownership interest in all the units as they exist upon addition of the fourth building condominium; (f) to submit that building to the Declaration for the Creekside at Old Orchard Condominiums; and

WHEREAS, Wellington Partners, Inc., wishes to preclude, limit and avoid any liability which does or may exist from Trustee, Rand, or any of their employees, officers, or agents with respect to all portions of the Parcel and all present owners or any units in buildings at 710, 720, and 730 Creekside Drive; except for any potential liability as Developer or otherwise for the building that Wellington will build; and

WHEREAS, Trustee, Rand, the Board, the Association, and the Unit Owners are agreeable to the completion by Rand of Parcel Five and its submission to the Declaration, the assignment and transfer to Wellington of the Developer and Trustee personal and/or reserved rights described above; and the limitation on liability for Wellington Partners, Inc., provided that Wellington is not controlled by Rand or any of its employees, agents, officers, directors, or affiliates.

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NOW THEREFORE, Trustee, Rand, the Board, and the Unit Owners having the required percentage of the vote of the membership do hereby amend the Declaration, By-Laws, Easements, Restrictions, and Covenants as follows:

1. All portions of the introduction and recitals are incorporated herein in their entirety and all are made a part hereof as if fully set forth herein.

2. Article I, Paragraph (q) is hereby deleted in its entirety and the following language is substituted in its place and stead:

"Developer" means Rand Development Corporation and its successors and assigns or such other persons or entities as the beneficiary of the trustee may from time to time designate, provided however that the preceding definition shall apply and be referenced only with respect to the existing condominium building on Parcels One, Two, and Three and the remaining common elements including Parcel Five to be added hereby by this amendment or any amendment submitted by Trustee and/or Rand, it being specifically agreed that Wellington Partners, Inc., or any of its affiliates are not the successor or assign of Rand Development Corporation or Trustee with respect to any property presently submitted to the Act and/or any property submitted hereby or subsequently by Trustee or Rand Development Corporation including specifically Parcels One, Two, Three, and Five. Wellington Partners, Inc., and/or the beneficiary of a trust it may create, and its successors and assigns or such other persons or entities as it may designate shall be "Developer" only with respect to the portion of the property which it develops and submits including specifically all of Parcel Four and the fifty (50) unit condominium building it intends to build and submit to the Declaration which is to be located on Parcel Four.

3. Article I, Section (r) is hereby deleted in its entirety and the following language is substituted in its place and stead:

"Limited Common Elements" means portions of the common elements so designated in the Declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios, and parking spaces or facilities. Each existing condominium building on Parcels One, Two, and Three and all exterior portions of each such building shall be a limited common element reserved for the use of the units in that building, and shall be a limited common element for that building until one hundred percent (100%) of the units in the building on Parcel Four to be built by Wellington Partners, Inc., have been sold and closed but not later than July 1, 2001, at which time this second sentence of this definition shall be null and void and all exterior portions of each building shall no longer be a limited common element.

4. Article IV, Section 4 is hereby amended by adding the following:

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By this amendment and other documents Rand Development Corporation as Developer under the Declaration, and Trustee have assigned to Wellington Partners, Inc., (and its successors and assigns thereof, including its construction lender): (i) the right to add Parcel Four as shown on the plat of condominium, to the condominium; and (ii) the benefit of the blanket easements granted to the Developer under the Declaration, including those in Article IV, Section 4; (iii) any other personal or reserved rights of the Developer, Declarant, or Trustee with respect to all common elements thereon Parcel Four. All rights granted to Developer in Article IV, Section 4 of the Declaration are hereby granted, set over, and assigned to Wellington Partners, Inc., and its successors and assigns (including its construction lender), as the Developer or successor Developer and the successor to the Trustee of Parcel Four, with respect to Parcel Four and its development.

5. Article IV, Section 7, is hereby amended by adding the following:

When and after Parcel Four is completed and submitted to the Declaration then each of the buildings on Parcels One, Two, and Three and all of the Common Elements thereof shall be deemed Limited Common Elements appurtenant to the units in that specific building. Any special assessments for repair, maintenance, or replacement of the improvements on Parcels One, Two, and Three, which are not paid for by insurance or other funds secured from third parties, shall be secured and paid for by a special assessment only against the Units in the buildings requiring repair, maintenance, or replacement. Each of the buildings on Parcels One, Two, and Three and all of the Common Elements associated with each shall be and remain Limited Common Elements only until one hundred percent (100%) of the Units in the building built on Parcel Four have sold and closed but no later than July 1, 2001. Thereafter this paragraph and the requirements thereof shall expire and be null and void.

6. Article IV, Section 9 is hereby amended by adding the following subparagraph h:

By this amendment and other documents Rand Development Corporation as Developer under the Declaration, and Trustee, have assigned and set over to Wellington Partners, Inc., and its successors and assigns, including its construction lender, the right to add Parcel Four as shown on the plat of condominium to the existing condominium, including all rights to annex as set forth as Article IV, Sections 9 a, b, c, d, f, and g. By this amendment all parties hereto: (a) grant, agree, allow, and authorize Wellington Partners, Inc., its successors and assigns, including its construction lender to have and exercise all Developer or Trustee reserved rights as set forth in Article IV, Section 9 a, b, c, d, e, f, and g, and (b) further authorize, grant, and allow to Wellington Partners, Inc., its successors or assigns, all rights set forth herein during its ownership of Parcel Four or any units created thereon. All parties hereto agree that by this assignment or any of the acts and actions of Wellington Partners, Inc., or its successors or assigns, including its construction lender, Wellington does not become Developer or successor Developer with respect to any portions

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of the Parcel previously submitted or developed by Rand Development Corporation or Trustee including specifically Parcels One, Two, Three, and Five. Wellington Partners, Inc., shall be responsible and liable as Developer under the Declaration and under the Act with respect to Parcel Four and its development of the condominium and units thereon, with respect to its purchasers and with respect to any and all actions taken or engaged in by it in, over, under, or through any portion of the common elements in Parcel Five or any of the existing buildings on Parcels One, Two, or Three. The parties hereto further agree, and by this amendment covenant that Wellington Partners, Inc., and its successors and assigns, including its construction lender are not liable or otherwise responsible in any manner, and waive any claims or rights, for any defects in the improvements on Parcels One, Two, Three, or Five, or for any actions or inactions of Rand Development Corporation or its representatives, agents, employees, contractors, subcontractors, successor or assigns, in connection with the construction, development, maintenance, repair, marketing or sale of any of the improvements on Parcels One, Two, Three, and Five or for action or inaction of Rand while in control of the Association. Wellington Partners, Inc., or its successors or assigns, will remain liable however for any damage or injury caused by it or its employees, agents, contractors, representative, subcontractors, successors or assigns in connection with the construction, development, maintenance, repair, marketing or sale of any of the improvements on Parcel Four, or in connection with any of its acts, actions, or activities on Parcels One, Two, Three, or Five.

7. Article VII, Section 1, is hereby amended by deleting the name "Bell Tower Place" at line six and substituting Creekside at Old Orchard Condominiums.

8. Article XVII, Section 12 is hereby amended by adding the following:

Rand Development Corporation as Developer under the Declaration, and Trustee have assigned to Wellington Partners, Inc., and its successors and assigns, including its construction lender: (i) the right to add Parcel Four to the condominium upon completion of the building to be built thereon; (ii) all rights of the Developer and/or Declarant or Trustee with respect thereto including the rights under this section. Wellington Partners, Inc., its successors and assigns, including its construction lender, are hereby granted the right reserved by the Trustee and Developer under this Article XVII, Section 12.

9. Article XIX, Section 6, is hereby amended by adding the following:

Rand Development Corporation, as Developer under the Declaration and Trustee, have assigned to Wellington Partners, Inc., its successors and assigns, including its construction lender, all personal and reserved rights of the Developer, Declarant and Trustee previously set forth in this Section in order to specifically allow Wellington Partners, Inc., to add Parcel Four to the existing condominium. Any amendment, change, or modification to the Declaration or By-Laws which would in any way affect the rights privileges or obligations of Wellington Partners, Inc., its successors and assigns, or its

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construction lender shall not be effected, and shall be null and void unless it includes the prior written consent of Wellington Partners, Inc., or its successors and assigns, including its construction lender. Wellington Partners, Inc., may assign its rights under this amendment and under the Declaration at any time, without consent of any other parties, to any affiliate of Wellington Partners, Inc., or its construction lender, provided however that any assignment to Rand Development Corporation, Trustee, or any related entity or entities shall be ineffective to convey any rights or to convey any waiver of rights, so as to eliminate any liability of Rand or Trustee with respect to any of its acts and actions with respect to Parcel One, Two, Three and Five, or with respect to the Association or any Unit Owners of units on Parcels One, Two, or Three.

10. Article XIX, is hereby amended by adding the following:

Section 18, Waiver of Liability. By executing the amendment each individual or entity is also acknowledging and agreeing that Wellington Partners, Inc., and its successors and assigns, including its construction lender, have no liability to the signing individual or entity whatsoever, for any actions or inactions of Rand Development Corporation or its representatives, agents, employees, contractors, subcontractors, successors or assigns in connection with the construction, development, warranty, maintenance, repair, marketing, or sale of any of the improvements of Parcels One, Two, Three, and Five. This acknowledgment and agreement shall be of no force and effect and shall be null and void if there is an assignment of the rights hereunder by Wellington Partners, Inc., or its successors or assigns to Rand Development Corporation or Trustee, or any related entities, subcontractors, agents, representatives, contractors, successors or assigns of Rand or Trustee. Wellington Partners, Inc., shall have and remain liable and responsible in all respects as Developer and Declarant and otherwise with respect to Parcel Four and with respect to Parcels One, Two, Three, and Five for any of its actions or any of the actions of its representatives, agents, employees, contractors, subcontractors, successors or assigns in connection with its actions or operations on any portion of Parcels One, Two, Three Four, or Five, or in connection with the construction, development, maintenance, repair, marketing, or sale of any of the improvements on Parcel Four.

11. Article XIX, is hereby amended by adding the following:

Section 19. Assignments by Developer and Declarant. All rights which are specified in this Declaration to be rights of the Developer or Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Developer or Declarant or of Wellington (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Developer or Declarant or Wellington, as applicable hereunder as fully as if named as such party herein. Wellington Partners, Inc., its successors or assigns including its construction lender, exercising rights as Developer or Declarant hereunder, shall not have or incur any liability for the acts of any other party which previously

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exercised or subsequently shall exercise such rights, provided that they are not controlled by or affiliated with the original Developer or Declarant.

12. The additional Parcel, Parcel Five, is hereby annexed to the Parcel and Property as defined in the Declaration, and is hereby submitted to the provisions of the Act as a part of the Condominium in accordance with and governed in all respects by, the terms and provisions of the Declaration.

13. Exhibit "A" of the Declaration is hereby amended by adding Exhibit "A(4)" which consists of the Plat of Survey of the additional common elements submitted to the provisions of the Act. The additional common elements are located upon the Parcel legally described as follows:

PARCEL 5:

LOTS 1 AND 2 IN OLD ORCHARD COUNTRY CLUB SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MOUNT PROSPECT, COOK COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING PARCEL:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 185.00 FEET OF THE EAST 245.00 FEET OF THE AFORESAID NORTHWEST QUARTER OF SECTION 27; THENCE SOUTH 88 DEGREES 01 MINUTES 26 SECONDS WEST, 580.00 AFORESAID NORTHWEST QUARTER OF SECTION 27; THENCE SOUTH 88 DEGREES 01 MINUTES 26 SECONDS WEST, 580.00 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 54 SECONDS WEST, 365.00 FEET; THENCE NORTH 84 DEGREES 22 MINUTES 39 SECONDS WEST, 592.00 FEET; THENCE SOUTH 23 DEGREES 00 MINUTES 00 SECONDS WEST, 4.37 FEET; THENCE NORTH 67 DEGREES 00 MINUTES 00 SECONDS WEST, 4.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62 DEGREES 54 MINUTES 52 SECONDS WEST, 177.60 FEET; THENCE SOUTH 76 DEGREES 39 MINUTES 35 SECONDS WEST, 143.92 FEET; THENCE SOUTH 07 DEGREES 00 MINUTES 00 SECONDS EAST, 75.33 FEET; THENCE SOUTH 79 DEGREES 16 MINUTES 04 SECONDS EAST, 261.38 FEET; THENCE NORTH 23 DEGREES 00 MINUTES 00 SECONDS EAST, 82.33 FEET TO THE POINT OF BEGINNING.

AND EXCEPT THE FOLLOWING PARCEL:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 185.00 FEET OF THE EAST 245.00 FEET OF THE AFORESAID NORTHWEST QUARTER OF SECTION 27; THENCE SOUTH 88 DEGREES 01 MINUTES 26 SECONDS WEST, 580.00 FEET; THENCE

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SOUTH 89 DEGREES 12 MINUTES 54 SECONDS WEST, 365.00 FEET; THENCE NORTH 84 DEGREES 22 MINUTES 39 SECONDS WEST, 592.00 FEET; THENCE NORTH 39 DEGREES 48 MINUTES 20 SECONDS WEST, 237.60 FEET; THENCE SOUTH 50 DEGREES 11 MINUTES 40 SECONDS WEST, 172.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16 DEGREES 32 MINUTES 04 SECONDS EAST, 129.30 FEET; THENCE NORTH 25 DEGREES 10 MINUTES 28 SECONDS WEST, 146.17 FEET; THENCE SOUTH 07 DEGREES 17 MINUTES 29 SECONDS WEST, 105.51 FEET; THENCE SOUTH 10 DEGREES 34 MINUTES 26 SECONDS EAST, 190.96 FEET; THENCE SOUTH 79 DEGREES 48 MINUTES 21 SECONDS EAST, 82.33 FEET TO THE POINT OF BEGINNING.

AND EXCEPT THE FOLLOWING PARCEL:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 185.00 FEET OF THE EAST 245.00 FEET OF THE AFORESAID NORTHWEST QUARTER OF SECTION 27; THENCE SOUTH 88 DEGREES 01 MINUTES 26 SECONDS WEST, 580.00 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 54 SECONDS WEST, 365.00 FEET; THENCE NORTH 84 DEGREES 22 MINUTES 39 SECONDS WEST, 592.00 FEET; THENCE NORTH 39 DEGREES 48 MINUTES 20 SECONDS WEST, 431.08 FEET; THENCE SOUTH 50 DEGREES 11 MINUTES 40 SECONDS WEST, 33.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25 DEGREES 10 MINUTES 28 SECONDS WEST, 20.29 FEET; THENCE NORTH 39 DEGREES 48 MINUTES 20 SECONDS WEST, 48.29 FEET; THENCE NORTH 54 DEGREES 26 MINUTES 13 SECONDS WEST, 146.17 FEET; THENCE SOUTH 83 DEGREES 51 MINUTES 15 SECONDS WEST, 129.30 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 39 SECONDS WEST, 82.33 FEET; THENCE SOUTH 69 DEGREES 02 MINUTES 15 SECONDS EAST, 199.58 FEET; THENCE SOUTH 10 DEGREES 34 MINUTES 26 SECONDS EAST, 8.62 FEET; THENCE NORTH 70 DEGREES 17 MINUTES 29 SECONDS EAST, 105.51 FEET TO THE POINT OF BEGINNING.

AND EXCEPT THE FOLLOWING PARCEL:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 185.00 FEET OF THE EAST 245.00 FEET OF THE AFORESAID NORTHWEST QUARTER OF SECTION 27; THENCE SOUTH 88 DEGREES 01 MINUTES 26 SECONDS WEST, 580.00 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 54 SECONDS WEST, 365.00 FEET; THENCE NORTH 84 DEGREES 22 MINUTES 39 SECONDS WEST, 592.00 FEET; THENCE NORTH 39 DEGREES 48 MINUTES 20 SECONDS WEST, 874.75 FEET; THENCE NORTH 10 DEGREES 38 MINUTES 19 SECONDS EAST, 38.71 FEET; THENCE NORTH 88 DEGREES 33 MINUTES 31 SECONDS, 173.00 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 29 SECONDS WEST, 5.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 59 MINUTES 43 SECONDS WEST, 82.33 FEET; THENCE SOUTH 25 DEGREES 44 MINUTES 13 SECONDS EAST, 244.32 FEET; THENCE NORTH 81 DEGREES 59 MINUTES 43 SECONDS EAST, 82.33 FEET; THENCE NORTH 01 DEGREES 39 MINUTES

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59 SECONDS WEST, 127.57 FEET; THENCE NORTH 42 DEGREES 05 MINUTES 25 SECONDS EAST, 177.60 FEET TO THE PONT OF BEGINNING.

14. The additional common elements annexed by this instrument are hereby granted and conveyed to the Grantees of all units, including the Grantees of units heretofore conveyed, all as set forth in the Declaration.

15. Except as expressly set forth herein the Declaration and all amendments shall remain in full force and effect in accordance with its terms.

16. If any term, provision, paragraph, or portion of this Amendment or the application of that term, provision, paragraph, or portion to any entity or circumstance is determined to be illegal, invalid, unenforceable, or void to any extent, then the remainder of this Amendment and the application of that term, provision, paragraph, or portion of this Amendment or provision to entities or circumstances other than those as to which it is held illegal, invalid, or unenforceable, shall not be effected thereby, and all other terms, provisions, paragraph, or portions and their application shall be in full force and effect valid and enforceable.

17. Trustee Exculpation. This Declaration is executed by PARKWAY BANK AND TRUST COMPANY as Trustee aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possessed 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 Declaration that said Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title-holding interest and the trust estate under said Trust No. 10871 to the terms of this Declaration; that any and all obligations, duties, covenants, and agreements of every nature herein set forth by said Trustee, as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said trust or their successor, and not the said Trustee personally, and further, that no duty shall rest upon PARKWAY BANK AND TRUST COMPANY, either personally or as such Trustee, to sequester trust assets, rentals, avails, or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said trust, and after the Trustee has first been supplied with funds required for the purpose. In the event of a conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee the exculpatory provisions hereof shall be controlling.

The owners acknowledge that it may be difficult to obtain all signatures on a single copy of this amendment. In order to simplify recording of this amendment and reduce costs, the board is hereby granted the power and authority to detach signature pages from copies of this amendment which have been signed and to consolidate all signature pages and affidavit pages on a single copy to be recorded with the Recorder of Deeds in order to make this amendment effective.

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Exonerated from liability, restricting any liability of Parkway Bank & Trust Co., stamped on the reverse side hereof, is hereby expressly made a part hereof.

IN WITNESS WHEREOF, the undersigned Parkway Bank and Trust Company as Trustee under Trust Number 10871, as aforesaid and not individually, Rand Development Corporation, Board Members and Unit Owners have hereunto set their hands (personally or by corporate officers) and seals (personally or by corporate officer) the day and the date first written above.

RAND DEVELOPMENT CORPORATION

PARKWAY BANK AND TRUST COMPANY UNDER TRUST NUMBER 10871 DATED JULY 8, 1994

BY: [Signature]
President

[Signature]
Vice President Trust Officer

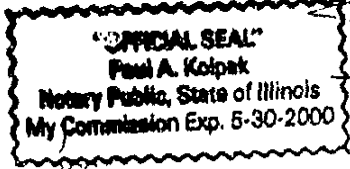
ATTEST: [Signature]
Secretary

ATTEST: [Signature]
ASSISTANT TRUST OFFICER

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Paul A. Kolpak, a Notary Public, in and for said County in the State aforesaid do hereby certify that MICHAEL POOTA KULL of Rand Development Corporation and John R. Thomas of said Corporation who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, signed and delivered the said instrument as their own free and voluntary act and the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said Corporation did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of JULY, 1998.

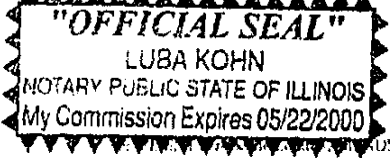


[Signature]
Notary Public

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 DIANE V. TESZYNSKI of Parkway Bank and Trust Company and JoAnn RUBINSKI of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such V.P. - T.O. and Asst. Trust Officer signed and delivered the said instrument as their own free and voluntary act and the free and voluntary as of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth; and the said A.T.O. then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of JULY, 1998.



[Signature]
Notary Public

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This Agreement is signed by Parkway Bank & Trust Co., not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 10871. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank and Trust Co., is hereby expressly waived by the parties hereto and their respective successors and assigns.

THE SIGNATURE OF PARKWAY BANK & TRUST CO. IS BASED SOLELY UPON INFORMATION FURNISHED BY THE BENEFICIARY OR BENEFICIARIES OF THE AFORESAID TRUST. THE UNDERSIGNED HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS HEREIN CONTAINED.

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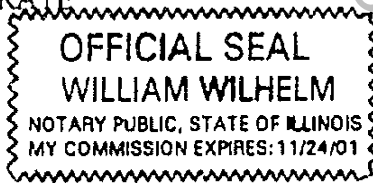
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AFFIDAVIT OF SECRETARY

I, being first duly sworn on oath, depose and state that I am the Secretary of the Creekside at Old Orchard Condominiums and that, according to the books and records of said Association and as of the date hereof, the attached signature pages represent the signatures of the Unit Owners entitled to cast more than seventy-five percent (75%) of the total votes of unit Owners of the Association. I further certify that a copy of this Third Amendment to Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for the Creekside at Old Orchard Condominiums has been mailed by certified mail to all known mortgagees having bona fide liens of record against any Unit Ownership not less than ten (10) days prior to this date.

IN WITNESS WHEREOF, I have set my hand and seal of the corporation this 16 day of July, 1998.

CORPORATE
SEAL



Sharlene Katz
SECRETARY
SHARLENE KATZ
Printed Name

SUBSCRIBED AND SWORN to before me
this 16 day of July, 1998.

William Wilhelm
NOTARY PUBLIC

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BOARD OF DIRECTORS OF CREEKSIDE
AT OLD ORCHARD CONDOMINIUMS
SIGNATURE PAGE

William R. Howard

WILLIAM R. HOWARD, PRESIDENT

Robert W. Seelbach

ROBERT W. SEELBACH, DIRECTOR

Robert W. Middleton

ROBERT W. MIDDLETON, VICE-PRESIDENT

John D. Vitacco

JOHN D. VITACCO, DIRECTOR

Stanley M. Pawlaski

STAN PAWLASKI, TREASURER

Burt Van Wetering

BURT VAN WETERING, DIRECTOR

Sharlene Katz

SHARLENE KATZ, SECRETARY

Joseph Zirko

JOSEPH ZIRKO, DIRECTOR

Henry Schmidt

HENRY SCHMIDT, DIRECTOR

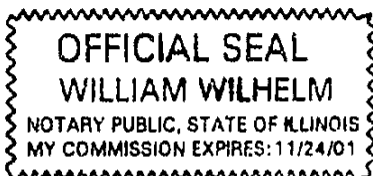
STATE OF ILLINOIS)

COUNTY OF Cook)

) SS 300-24-5782

I, William Wilhelm, a Notary Public, in and for the State of Illinois, County of Cook, do hereby certify that William R. Howard, Sharlene Katz, Robert W. Middleton, Stan Pawlaski, Henry Schmidt, Robert W. Seelbach, John D. Vitacco, Burt Van Wetering, Joseph Zirko, all Board Members of Creekside Condominium Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed the instrument as their own free and voluntary act, knowing and understanding the contents thereof and signed it for the uses and purposes therein set forth.

Given my hand and notarial seal this 16 day of July, 1998.



William Wilhelm
Notary Public

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EXHIBIT A (4)
PLAT OF SURVEY FOR PARCEL FIVE

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EXHIBIT B LEGAL DESCRIPTION

Units 101 A through 110 A inclusive; 201 A through 210 A inclusive; 301 A through 310 A inclusive; 401 A through 410 A inclusive; 501 A through 510 A inclusive; 101 B through 110 B inclusive; 201 B through 210 B inclusive; 301 B through 310 B inclusive; 401 B through 410 B inclusive; 501 B through 510 B inclusive; 101 C through 110 C inclusive; 201 C through 210 C inclusive; 301 C through 310 C inclusive; 401 C through 410 C inclusive; 501 C through 510 C inclusive in Creekside at Old Orchard Condominiums as delineated on a survey of the following described tract of land: part of lots 1 and 2 in the Old Orchard Country Club Subdivision, being a subdivision of part of the Northeast 1/4 of Section 28 both in Township 32 North Range 11 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 96261584, as amended from time to time; together with its undivided percentage interest in the Common Elements in Cook county, Illinois.

Common Address: 710, 720, 730 Creekside Drive, Mount Prospect, Illinois 60056.

P.I.N.:

~~03-27-100-011 and 03-27-100-019.~~

03-27-100-083

03-27-100-086

03-27-100-087

03-28-202-008

03-28-202-009

Prepared by, and Mail to:

Marshall N. Dickler, Ltd.

85 W. Algonquin Road, # 420

Arlington Heights, IL 60005

03-27-100-088-1001

1100

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PLAT

8-7-98

SEE PLAT BOOKS

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THIRD AMENDMENT TO
DECLARATION OF
CONDOMINIUM OWNERSHIP
AND BY-LAWS, EASEMENTS,
RESTRICTIONS AND
COVENANTS FOR THE
CREEKSIDE AT OLD ORCHARD
CONDOMINIUMS

PLAT WITH THIS DOCUMENT

This Amendment to the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions, and Covenants for the Creekside at Old Orchard Condominiums made and entered into this 30th day of June, 1996, by Parkway Bank and Trust as Trustee under Trust Number 10871 dated July 8, 1994, and not individually, (hereinafter referred to as the Trust), Rand Development Corporation (hereinafter referred to as "Rand"), the Board of Managers of Creekside at Old Orchard Condominiums (hereinafter referred to as "Board"), and the undersigned unit owners of condominium units in Creekside at Old Orchard Condominiums (hereinafter referred to as "Unit Owners") being the majority of unit owners required by the Condominium Property Act (hereinafter referred to as "the Act") and the condominium instruments.

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WITNESSETH

WHEREAS, by certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions, and Covenants for Creekside at Old Orchard Condominiums filed in the Office of the Recorder of Deeds of Cook County, Illinois, on March 15, 1996, as Document Number 96261584 (hereinafter referred to as "Declaration"), the Trustee submitted certain real estate to the provisions of the Illinois Condominium Property Act ("the Act"), said real estate being a fifty (50) unit condominium building located on "Parcel One" as shown on the plat attached to the Declaration, which building has an address of 710 Creekside Drive, and which was then known as the Creekside at Old Orchard Condominiums. A special amendment was recorded with the Cook County Recorder as Document No. 96488535. Additional real estate was added to the Creekside at Old Orchard Condominiums by an amendment recorded October 8, 1996, as Document No. 96766359, which added a second fifty (50) unit condominium building located on "Parcel Two" as shown on the Amended Plat attached to the Amended Declaration which building has an address of 720 Creekside Drive. A third fifty (50) unit condominium building located on "Parcel Three" as shown on the Amended Plat attached to the Amended Declaration which building now has an address of 730 Creekside Drive, was added to the Creekside at Old Orchard Condominiums by a second amendment recorded March 14, 1997, as Document No. 97175969. The real estate subject to the Declaration as a result of the recordation of the Declaration and the amendments is identified and legally described in amended Exhibit "A(3)" to the Second Amendment which is incorporated herein by this reference. The legal

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CLIENT: Creekside Condo AMENDMENT THIRD AMENDMENT

8/7/98

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DATE

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1/11/2011 10:00 AM

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