

NOV 16 1995

FIRST AMENDMENT TO
CONCORD OAKS DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

COPY

This First Amendment to that certain Concord Oaks Declaration of Covenants, Conditions, Restrictions and Easements recorded with the Recorder of Deeds of Lake County, Illinois on September 9, 1994 as Document No. 3590473, (the "Declaration") is executed by American National Bank and Trust Company of Chicago, as Trustee, and not personally, under a Trust Agreement dated September 24, 1993 and known as Trust Number 117411-05 (the "Trustee").

WITNESSETH:

WHEREAS, the real estate described on Exhibit A attached hereto, located in the County of Lake and State of Illinois (the "Submitted Parcel") has been subjected to the terms of the Declaration; and

WHEREAS, pursuant to Article XI of the Declaration, the Trustee reserved the right from time to time to annex and add to the Submitted Parcel; and

WHEREAS, the Trustee, pursuant to Article XI of the Declaration, desires to annex and add to the Property (as defined in the Declaration), the real estate legally described in Exhibit "B" attached hereto ("Additional Parcel") and to make such other complementary additions and mortifications to effectuate the development of the Additional Parcel; and

WHEREAS, the Additional Parcel is a portion of the additional lands as described on Exhibit C to the Declaration.

NOW, THEREFORE, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, as the holder of legal title to the Additional Parcel, for the purposes above set forth, hereby declares that the Declaration is amended as follows:

1. The Additional Parcel is hereby annexed to the Submitted Parcel and, together with all improvements and structures now or hereafter erected, constructed or contained thereon or therein, is subject to the terms of the Declaration.

2. Exhibit "A" of the Declaration is amended by adding thereto the legal description of the Additional Parcel.

3. Section 1.03 of the Declaration is amended by deleting the words "subject, however, to the enactment of the SSA Ordinance, as defined below."

4. Section 4.05(d) of the Declaration is amended by deleting said section in its entirety.

5. Section 6.02 of the Declaration is amended by deleting the words "Notwithstanding anything contained herein to the contrary, any costs incurred by the Association in connection with the ownership and maintenance of the Common Area shall be paid by funds collected by the Village pursuant to the SSA Ordinance, if enacted, provided however, if said funds are not sufficient to fully pay such costs, then the Association shall pay any such deficiency from funds collected from Owners pursuant to this Article VI."

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6. Section 9.18 of the Declaration is amended by deleting the words "which are not maintained by the Village pursuant to the SSA Ordinance".

7. Section 12.14 of the Declaration is amended by deleting said section in its entirety.

8. Section 6.10 of the By-laws to the Declaration is amended by deleting said section in its entirety.

9. Except as herein specifically amended, the Declaration is ratified and confirmed. In the event of any inconsistency between this First Amendment and the Declaration, this First Amendment shall control.

10. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties, and agreements by the Trustee or for the purpose or with the intention of binding the 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 the 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 American National Bank and Trust Company of Chicago, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking, warranty, or agreement of the Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

IN WITNESS WHEREOF, the American National Bank and Trust Company of Chicago, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunder and has caused its name to be signed to these presents by its Trust Officer and attested by its Trust Officer this 13th day of November, 1995.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
as Trustee as aforesaid, and not personally

By: _____

Its: _____

ATTEST:

Its: _____

Prepared By:

Herbert A. Kessel, Esq.
Beermann, Swerdlove, Woloshin,
Barezky, Becker, Genin & London
69 West Washington Street, #600
Chicago, IL 60602
312/621-9700