

4260017

LAKE COUNTY RECORDER

DEC 18 1998

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**AMENDMENT NO. 1 TO HOMEOWNERS DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment No. 1 is made this 1st day of December 1998 by Harris Bank Naperville, not individually, but as trustee under Trust Agreement dated December 19, 1991, and known as Trust Number 5434, which is successor to American National Bank Trust No. 39866 ("Declarant").

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Gerald M. Tenner
Marks, Marks and Kaplan, Ltd.
120 N. LaSalle Street
Suite 3200
Chicago, Illinois 60602-2401

**PERMANENT REAL ESTATE INDEX
NUMBERS: 15-31-201-048, 15-31-201-
049 and 15-31-201050**

ADDRESS OF PROPERTY:

1611, 1630 W. Wedgewood Drive and
1960 S. Wedgewood Drive
Lake Forest, IL 60045

CT

RECITALS:

This Amendment arises from the following facts:

A. Declarant's predecessor has previously recorded in the Office of the Recorder of Deeds for Lake County, Illinois the Homeowners Declaration of Covenants, Conditions and Restrictions ("Declaration") dated September 28, 1979, recorded as Document No. 2034876.

B. The Declaration submitted the real estate legally described in Exhibit "A", attached hereto, and known as Wedgewood Subdivision, Lake Forest, Illinois ("Wedgewood") to the terms and conditions and provisions of the Declaration.

C. Included amongst the terms and provisions of the Declaration, are provisions requiring each Lot Owner (any terms which are capitalized but not herein defined shall have those meanings as contained in the Declaration) to share in the cost of the Association's expenditures by paying assessments, and provisions that each Lot Owner shall own a 1/63rd interest in the Common Space as a tenant in common.

D. Declarant is donating three (3) Wedgewood Lots to the City of Lake Forest ("City") to be owned by the City and used only for open space and recreational uses. These Lots are identified in Exhibit "B", attached hereto, and are hereinafter called "Donated Lots".

E. Declarant and the City desire to amend the Declaration for the purpose of removing the Donated Lots from the Lots which are subject to the terms of the Declaration, including the obligation to share in the cost of assessments, and ownership of the Common Space.

F. In accordance with Article VIII of the Declaration, Declarant reserves the right to amend the Declaration prior to the incorporation and organization of the Association, which has not occurred.

NOW, THEREFORE, Declarant hereby declares and covenants that the Declaration is amended as follows:

1. Each of the Recitals is incorporated in and made a part of this Amendment as though fully stated herein.

2. As long as the City owns any Donated Lot, and it is used for open space and recreational uses, it shall be excluded from the definition of Lot, and the City, as the owner of such real estate shall not be deemed a Lot Owner. Accordingly:

a. the Donated Lot shall not be subject to the provisions of the Declaration, including, but not limited to, the obligations to pay assessments and to own an interest in the Common Space; and

b. each of the remaining Lot Owners shall share 1/60th of assessments and shall be deemed to own a 1/60th interest in the Common Space, and Article X of the Declaration is amended by substituting "60" or "1/60th" in each place that the number "63" or "1/63rd" appears.

3. In the event the City should hereafter sell a Donated Lot (unless it is sold to another governmental body which maintains the open space and recreational use of the Donated Lot) or a Donated Lot should hereafter be used for other than open space and recreational purposes, then, such Donated Lot shall thereafter become a Lot, and its owner (including the City) shall thereafter become a Lot Owner subject to all the terms, conditions, and provisions of the Declaration, including, but not limited to equally sharing assessments; and Article X of the Declaration shall be deemed amended to increase the number "60" and "1/60th" to the number of Lots then subject to the terms

of the Declaration. Such amendment to Article X shall occur each time that one of the Donated Lots is sold or its use changes, until such time as there are 63 Lots subject to the terms of the Declaration.

4. In accordance with Section 8.03A of the Declaration, Declarant hereby recites that the Association has not been incorporated and organized.

5. Declarant, the Lot Owners and the City, at any time, at the other's request, shall execute, acknowledge, and deliver any instrument or conveyance that may be necessary or proper to carry out the provisions of the Declaration, as herein amended. In the case of either party's refusal or failure to do so, the other party shall have power and authority, as an attorney-in-fact for the party so refusing or failing, to execute, acknowledge, and deliver such instrument or conveyance.

6. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Amendment may contain more than one counterpart of the signature page, and this Amendment may be executed by the affixing of the signatures of each of the parties to one or more of such counterpart signature pages; all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all the signers have signed a single signature page.

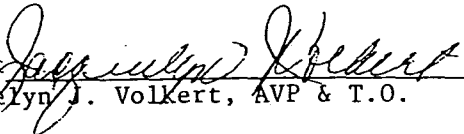
7. If any provision of the Declaration or this Amendment or its application to any person or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of the Declaration and this Amendment and the application of such provision to any person or circumstance other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision herein shall be valid and shall be enforced to the fullest extent by law.

8. Trustee Exculpation. This Amendment is executed by Harris Bank Naperville, not individually, but as Trustee under Trust Agreement dated December 19, 1991, and known as Trust No. 5434 as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Bank Naperville hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said Harris Bank Naperville.

IN WITNESS WHEREOF, the Declarant who executed this First Amendment the day and year first above written.

HARRIS BANK NAPERVILLE, not individually, but as trustee pursuant to the terms of a trust agreement dated December 19, 1991 and known as Trust No. 5434

Attest


Jacquelyn J. Volkert, AVP & T.O.

By


Its: 

**SUBJECT TO EXCULPATORY
RIDER ATTACHED**

EXCULPATORY RIDER

This instrument is executed by the Harris Bank Naperville as Trustee under the provisions of a Trust Agreement dated 12/19/91, and known as Trust no. 5434, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Naperville warrants that it possesses full power and authority to execute this instrument. 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, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Naperville in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank Naperville on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

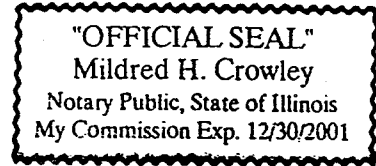
I, Mildred H. Crowley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Laura G. MANDEL SR., Vice-President of Harris Bank Naperville and J. Volkert, AVP, Secretary of said Trustee, who subscribed to the foregoing instrument as such Vice-President and Secretary, 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 Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of December, 1998.

Mildred H. Crowley
Notary Public

My commission expires:

12 | 30 | 2001

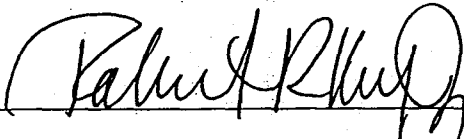


CONSENT OF CITY

The City of Lake Forest hereby consents to the execution and recording of the within Amendment No. 1 to the Homeowners Declaration of Covenants, Conditions and Restrictions, for Wedgewood Subdivision.

This instrument is executed this 14th day of December, 1998.

City of Lake Forest, Illinois, a municipal corporation

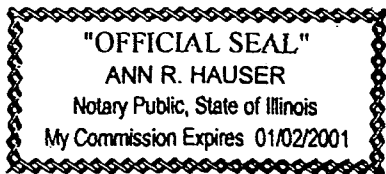
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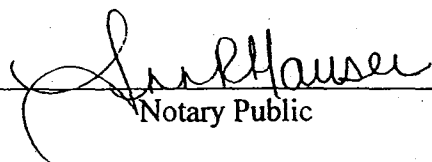
Its: CITY MANAGER

STATE OF ILLINOIS)
) SS:
COUNTY OF)

I, ANN R. HAUSER, a Notary Public in and for said County and State, do hereby certify that ROBERT R. KIELEY, JR., personally known to me to be the same person whose name is subscribed to the foregoing instrument as the CITY MANAGER of the City of Lake Forest, an Illinois municipal corporation, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of such corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of December, 1998.




Notary Public

My Commission Expires:
01/02/2001

EXHIBIT A
LEGAL DESCRIPTION OF WEDGEWOOD SUBDIVISION

LOTS 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24 IN BLOCK 1; LOTS 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 IN BLOCK 2; LOTS 1, 3, 4, 5, 6, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 AND 25 IN BLOCK 3 IN WEDGEWOOD SUBDIVISION, BEING A SUBDIVISION OF PARTS OF SECTION 13, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1979 AS DOCUMENT 2034877, IN BOOK 72 OF PLATS, PAGES 54, 55 AND 56, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B
LEGAL DESCRIPTION OF DONATED LOTS

LOTS 22, 23 AND 24 IN BLOCK 1, IN WEDGEWOOD SUBDIVISION, BEING A SUBDIVISION OF PARTS OF SECTION 13, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1979 AS DOCUMENT 2034877, IN BOOK 72 OF PLATS, PAGES 54, 55 AND 56, IN LAKE COUNTY, ILLINOIS.