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SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS  
ADD-ON PROPERTY  
RIVER BEND UNIT 2 SUBDIVISION

THIS SECOND AMENDMENT TO DECLARATION, ("Second Amendment"), is made and entered this 10th day of June, 1996, by HARRIS BANK NAPERVILLE, as Trustee under Trust Agreement dated July 14, 1994, and known as Trust Number 5557, ("Declarant").

WITNESSETH:

WHEREAS, Declarant caused a certain Declaration of Covenants, Restrictions, and Easements, River Bend Unit 1 Subdivision, to be recorded in Will County, Illinois on March 2, 1995, as Document Number R95-013594 ("Declaration"); and

WHEREAS, Declarant amended the Declaration pursuant to that certain First Amendment to Declaration of Covenants, Restrictions, and Easements, River Bend Unit 1 Subdivision, dated March 7, 1995, recorded March 15, 1995 as Document Number R95-016187 in Will County, Illinois ("First Amendment"); and

WHEREAS, Article VIII of the Declaration provides for the authority of Declarant to from time to time add additional real property to the Declaration, and submit all or any portion of the Add-On Property, as defined in the Declaration, to the Declaration to be bound by the terms and provisions thereof; and

WHEREAS, Declarant is the legal owner of fee title to the real estate legally described in Exhibit "A" attached hereto ("River Bend Unit 2"); and

WHEREAS, River Bend Unit 2 consists of a portion of the Add-On Property; and

WHEREAS, Declarant is desirous of adding River Bend Unit 2 to the Declaration and submitting the same to the terms and provisions thereof, subject to such additional covenants and restrictions as are hereinafter set forth; and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in River Bend Unit 2, or in any portion thereof, shall at all times hold their interests subject to the rights, priorities, easements, covenants, conditions, restrictions, liens, and charges

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as set forth in the Declaration, First Amendment, and this Second Amendment, all of which are declared to be in furtherance of a plan to promote and protect the attributes of River Bend Unit 2 for the use and enjoyment of the residents and owners thereof, and each of which shall inure to the benefit of and pass with River Bend Unit 2, and each and every parcel thereof.

NOW, THEREFORE, Declarant hereby declares that River Bend Unit 2 is, and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, easements, charges and liens as set forth in the Declaration, First Amendment, and this Second Amendment, all as set forth and incorporated herein, sometimes hereinafter collectively referred to as "Covenants".

## ARTICLE I

### ADD-ON PROPERTY SUBJECT TO DECLARATION

That portion of the Add-On Property as defined in the Declaration which is, and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration, First Amendment, and this Second Amendment is located in the Village of Bolingbrook, County of Will, State of Illinois, and is legally described in Exhibit "A" attached hereto.

## ARTICLE II

### AMENDMENT TO SUBJECT PROPERTY

The definition of the "Subject Property" as set forth in Article I and Article II of the Declaration is hereby amended to include River Bend Unit 2 as legally described in Exhibit "A" attached hereto. All references to the Subject Property throughout the Declaration, First Amendment, and this Second Amendment shall hereafter be deemed to include River Bend Unit 2, without limitation to or exclusion of the real estate otherwise included within the Subject Property as defined in the Declaration. All of the terms and provisions of the Declaration, as amended by the First Amendment, shall, upon the recordation of this Second Amendment, automatically become binding upon and constitute covenants running with River Bend Unit 2 and each of the subdivided lots contained therein, and shall be deemed incorporated herein by reference as though fully set forth herein.

## ARTICLE III

### EASEMENTS

Section 1. Public Utility, Drainage and Storm Water Retention Easements. Pursuant to the Final Plat for River Bend Unit 2, recorded in Will County, Illinois, the 11th day of October, 1995 as

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Document Number R95-077346, Declarant has granted certain easements for public utilities, drainage and storm water detention to the Village and other named common carriers and franchisees of the Village. Said easements are identified by dashed lines on the River Bend Unit 2 Final Plat, with designations of "U.E.", "D.E." and similar nomenclature. Pursuant to said easements, the Village and other parties benefitted thereby shall have the perpetual right, privilege and authority to utilize the easement premises in the manner set forth on the River Bend Unit 2 Final Plat, and each owner of a lot within River Bend Unit 2 shall maintain the easement premises located on his lot and keep the same clear of unpermitted obstructions, all as specified on and required under the Final Plat for River Bend Unit 2.

**Section 2. Easements to Run with Land.** All easements and rights on or with respect to any lot within River Bend Unit 2 are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, the Village, and any owner, occupant, purchaser, mortgagee, and other person having an interest in any lot upon which such easement is located, and its or his heirs, grantees, successors, and assigns.

#### ARTICLE IV

##### GENERAL PROVISIONS

**Section 1. Defined Terms.** All defined terms contained in the Declaration, as amended by the First Amendment, shall have the same meaning when utilized in this Second Amendment, except as otherwise provided herein.

**Section 2. Continuity of Documents.** In all respects, the terms and provisions of the Declaration, First Amendment, and this Second Amendment shall apply with equal force and effect to the Subject Property, as that term has been redefined under the provisions of this Second Amendment, except to the extent otherwise expressly provided in any of said documents. Except as otherwise expressly amended by this Second Amendment, the Declaration and First Amendment shall remain in force and effect in accordance with the terms and provisions therein contained.

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, acknowledged, and attested by its undersigned, duly authorized officers on the day and date first above written.

HARRIS BANK NAPERVILLE,  
as Trustee under Trust Agreement  
dated July 14, 1994, and known as  
Trust Number 5557

By: See Trustee's Rider Attached Hereto And Made A Part Hereof

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Prepared by and mail to:

Henry S. Stillwell III  
Rathje, Woodward, Dyer & Burt  
300 E. Roosevelt Road  
P.O. Box 786  
Wheaton, Illinois 60189

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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 are 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 the HARRIS BANK NAPERVILLE, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

HARRIS BANK NAPERVILLE, not personally  
but as Trustee under L/T # 5557

By: Sharon L. Gunneson  
Sharon L. Gunneson, Trust Officer

Attest:

By: Beverly J. Sheets  
Beverly J. Sheets, Pro-Secretary

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 Sharon L. Gunneson of Harris Bank Naperville, and Beverly J. Sheets thereof, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Pro-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 Harris Bank Naperville, for the uses and purposes therein set forth, and the said Pro-Secretary did also then and there acknowledge that her as custodian of the corporate seal of said Harris Bank Naperville to said instrument as her own free and voluntary act, and as the free and voluntary act of said Harris Bank Naperville for the uses and purposes therein set forth.

6-18-96

"OFFICIAL SEAL"  
Sandra Vesely  
Notary Public, State of Illinois  
My Commission Expires 12/31/97

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Notary Public

MORTGAGEE CONSENT

This Second Amendment is hereby consented to on the date first above written by Harris Bank Naperville, in its capacity as mortgagee of record against River Bend Unit 2.

HARRIS BANK NAPERVILLE

By: *[Signature]*Title: *VP*Attest: *Kelly Mott*Title: *Commercial Lending Rep.*

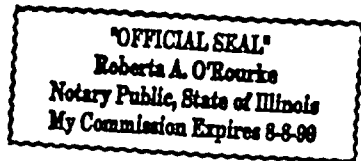
WILL COUNTY RECORDER

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STATE OF ILLINOIS)  
COUNTY OF DuPage ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger Burrell, Vice President (Title), and Kelly Mohler, Commercial Service Rep. (Title), of Harris Bank Naperville, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers 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 corporation, for the uses and purposes therein set forth; and the said \_\_\_\_\_ then and there acknowledged that \_\_\_\_\_ he, as custodian of the records of the corporation, did affix the corporate seal of said corporation 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 21<sup>st</sup> day of June, 1996.



Roberta A. O'Rourke  
Notary Public



SCHEDULE OF EXHIBITS

Exhibit "A":

Legal Description of River Bend Unit 2

WILL COUNTY RECORDER

EXHIBIT "A"LEGAL DESCRIPTION OF  
RIVER BEND UNIT 2

LOTS 82 THROUGH 182, INCLUSIVE, IN RIVER BEND UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 12 AND THE NORTH HALF OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 11, 1995 AS DOCUMENT NUMBER R95-077346, IN WILL COUNTY, ILLINOIS.

PIN: 07-01-13-200-015-0020 (underlying)

WILL COUNTY RECORDER