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**SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR WILLOW
CREEK NO. 2 ASSOCIATION, A CONDOMINIUM
RECORDED IN THE OFFICE OF THE
RECORDER OF DEEDS / REGISTRAR OF
TITLES OF COOK COUNTY, ILLINOIS ON
NOVEMBER 12, 1971 AS DOCUMENT NO.
2592937**



Doc#: 0430950068
Eugene "Gene" Moore Fee: \$44.00
Cook County Recorder of Deeds
Date: 11/04/2004 11:34 AM Pg: 1 of 11

This Second Amendment to Declaration is made and entered into this 20th day of September, 2004 by the required two-thirds majority of the members of the Board of Managers of the Willow Creek No. 2 Association, a Condominium and an Illinois not-for-profit corporation. It is an amendment to that certain Declaration of Condominium Ownership (hereinafter referred to as "Declaration"), recorded in the office of the Recorder of Deeds / Registrar of Titles of Cook County, Illinois on November 12, 1971 as Document No. 2592937, as amended from time to time.

WITNESSETH:

WHEREAS, the Declaration has submitted certain real property to the provisions of said documents which are covenants running with the land, said development being known as the Willow Creek No. 2 Condominium, which property is legally described in Exhibit "A" (incorporated herein and attached hereto); and

WHEREAS, the Willow Creek No. 2 Association, a Condominium, is an Illinois not-for-profit corporation (the "Association") and administers the property as set forth and described in the Declaration and By-Laws; and

WHEREAS, pursuant to Section 27(b) of the Illinois Condominium Property Act (hereinafter referred to as "Act"), the Declaration may be amended to conform to the provisions of the Act by the recording of an instrument in writing setting forth such amendment approved by vote of two-thirds of the members of the Board of

THIS DOCUMENT PREPARED BY
AND UPON RECORDING **MAIL TO:**

Charles T. VanderVennet
Fosco, VanderVennet & Fullett, P.C.
350 West Kensington #120
Mount Prospect, IL 60056

11/9/04

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Managers at a meeting called for such purpose; provided, however, that the unit owners are allowed to petition within thirty days of the Board action approving this amendment for a meeting of the unit owners for the purpose of considering such Board action and, unless a majority of the votes of the unit owners of the Association are cast at the meeting to reject the action, it shall be ratified whether or not a quorum is present; and

WHEREAS, this instrument has been approved by the Board of Managers as required to conform the Declaration with the provisions, among others, of Section 12 of the Act as amended by the Illinois General Assembly and either that no petition was submitted by the unit owners for a meeting to consider the Board action approving the amendment or that such action was ratified;

NOW, THEREFORE, the Association hereby declares that the Declaration be and hereby is amended as follows:

The undersigned, for the purposes set forth, hereby declare that the Declaration of Condominium Ownership be and hereby is amended in regard to Paragraph 16 and said section is deleted in its entirety and replaced with:

16. INSURANCE:

(A) The Board shall have the authority to and shall obtain insurance for the Association as follows:

- (i) Property Insurance. (a) The Association shall obtain and maintain property insurance (1) on the Common Elements and the Units, including the Limited Common Elements, the bare walls, floors and ceilings of the Unit, (2) providing coverage for special form causes of loss and (3) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements at the time the insurance is purchased and at each renewal date.

(b) Such policies shall include coverage for the payment of common expenses with respect to damaged units during the period of reconstruction thereof and if agreeable to the insurer shall provide that, notwithstanding any provision of the policies which gives the insurer an election to restore the property in lieu of making a cash settlement therefor, such option shall not be exercisable in the event

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the unit owners elect to sell the property or remove it from the provisions of the Act.

- (ii) **General Liability Insurance.** The Association shall obtain and maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the property in a minimum amount of \$1,000,000 or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.
- (iii) **Fidelity Bond; Directors and Officers Coverage.** (a) The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees, who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. (b) All management companies hired or retained by the Association that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association is granted standing to make a loss claim against the bond of the managing agent as a party covered under the bond. (c) For purposes of this Paragraph 16(A)(iii), the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company. (d) The Board must obtain and maintain directors and officers liability coverage at a level deemed reasonable by the Board. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board members in their official capacity as directors and officers, but this coverage shall exclude actions for which the Board members are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration and By-Laws of the Association.

(B) The insurance maintained pursuant to Paragraph 16(A)(i) must include the Units, the Limited Common Elements (except as otherwise determined by the Board) and the Common Elements. The insurance need not cover

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improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common elements included fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by Unit Owners. *If agreeable to the insurer, such policies shall include provisions that improvements to units made by unit owners shall not effect the valuation of the property for the purposes of insurance and that the insurer waives its rights of subrogation as to any claims against servants, agents and guests.*

(C) The Board may, in the case of a claim for damage to a Unit or the Common Elements (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owner(s) who caused the damage or from whose Unit(s) the damage or cause of loss originated or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(D) The Association may obtain and maintain such other insurance, including workers compensation, employment practices, environmental hazards and equipment breakdown coverage, as the Board considers appropriate to protect the Association, the unit owners or officers, directors or agents of the Association.

(E) Insurance policies maintained pursuant to Paragraph 16(A)(i) -- (ii) must include each of the following provisions: (i) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association; (ii) The insured waives its right to subrogation under the policy against any Unit Owner of the condominium or members of the Unit Owner's household against the Association and Board members. (iii) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

(F) If at the time of a loss under a policy maintained by the Association hereunder there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is the primary insurance.

(G) Any loss covered by the property policy under Paragraph 16(A)(i) must

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be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interest may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings and floors of the Units and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

(H) The Board may by rule, require the Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents or invitees or, regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this Paragraph 16 as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. If the Unit Owner does not purchase or produce evidence of insurance required by the Board the Board may purchase the insurance coverage and charge the premium cost back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained. *Each Unit Owner shall be responsible for his or her own insurance on the contents of his or her Unit and on the decorating, furnishing and personal property therein and for his or her personal property stored elsewhere on the property.*

(I) Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, its Board and its managing agent as additional insured parties.

(J) Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than ten days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

* * * * *

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Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms. The effective date of this amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County, Illinois.

This Second Amendment to Declaration is signed and acknowledged by not less than two-thirds of the members of the Board of Managers in the exercise of the power and authority conferred upon and vested in the Association and its Board of Manager. The signatories hereby warrant that they possess full power and authority to execute this instrument.

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IN WITNESS WHEREOF, the Willow Creek No. 2 Association, a Condominium and an Illinois not-for-profit corporation, has caused its corporate seal to be affixed hereto and has caused its name to be signed by its President and attested by its Secretary and has caused the instrument to be signed and acknowledged by at least required number of Board members this 20th day of SEPTEMBER, 2004.

Willow Creek No. 2 Association, a Condominium and an Illinois not-for-profit corporation

BY: Phillip Gorman
Its President, and also as Board member.

ATTEST:

Gronne Ojzowiak
Its Secretary

(SEAL)

SIGNED AND ACKNOWLEDGED BY

Gronne Ojzowiak

Phillip Gorman

Carol M. Lentini

Manon G. Sedall

Jane L. Bentley
J. Bentley

being not less than two-thirds of all of the members of the Board of Managers

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, YVONNE D. LOZWIAK, hereby certify that I am the duly elected and qualified Secretary of the Willow Creek No. 2 Association, a Condominium and an Illinois not-for-profit corporation, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Second Amendment to the Declaration of Condominium Ownership was approved and duly signed and acknowledged by not less than two thirds of all of the members of the Board of Managers as evidenced by their signatures and those of the stated officers on this document and either that no petition was submitted by the unit owners for a meeting to consider the Board action approving the amendment or that such action was ratified.

Yvonne D. Lozwiak
Secretary

Dated at Palatine, IL this 24th
day of SEPTEMBER, 2004

(seal)

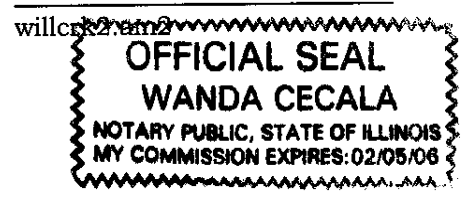
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, WANDA CECALA, a Notary Public in and for said county in the state aforesaid, do hereby certify that the aforesaid Board members and officers of the Willow Creek No. 2 Association, a Condominium and an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed, sealed and delivered the same instrument as their free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this 24th day of SEPTEMBER, 2004.

Wanda Cecala
Notary Public

My commission expires:
2/05/06



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EXHIBIT A (Page 1 of 3)

LEGAL DESCRIPTION

The following units as delineated on Plat of Survey of the following described Property:

That part of Lot 2 lying South of a line drawn at right angles to the West line of said Lot 2 and passing through a point in the West line of Lot 2 that is 53.85 feet North of the Southwest corner of Lot 2, as measured along the West line of Lot 2; and all of Lot 3 (except that part lying within the ingress and egress easement as shown on the plat registered in the office of the Registrar of Titles of Cook County, Illinois on December 28, 1970 as Document No. 2536651) all in Willow Creek Apartment Addition, being a resubdivision of part of Willow Creek, a subdivision of part of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, Cook County, Illinois, according to the plat thereof registered in the office of the Registrar of Titles of Cook County, Illinois on December 28, 1970 as Document No. 2536651.

<u>UNIT</u>	<u>PIN</u>
101	02-24-105-010-1001
102	02-24-105-010-1002
103	02-24-105-010-1003
104	02-24-105-010-1004
105	02-24-105-010-1005
106	02-24-105-010-1006
107	02-24-105-010-1007
108	02-24-105-010-1008
109	02-24-105-010-1009
110	02-24-105-010-1010
111	02-24-105-010-1011
112	02-24-105-010-1012
114	02-24-105-010-1013
115	02-24-105-010-1014
116	02-24-105-010-1015
117	02-24-105-010-1016
118	02-24-105-010-1017
119	02-24-105-010-1018
120	02-24-105-010-1019

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121	02-24-105-010-1020
122	02-24-105-010-1021
123	02-24-105-010-1022
124	02-24-105-010-1023
125	02-24-105-010-1024
201	02-24-105-010-1025
202	02-24-105-010-1026
203	02-24-105-010-1027
204	02-24-105-010-1028
205	02-24-105-010-1029
206	02-24-105-010-1030
207	02-24-105-010-1031
208	02-24-105-010-1032
209	02-24-105-010-1033
210	02-24-105-010-1034
211	02-24-105-010-1035
212	02-24-105-010-1036
214	02-24-105-010-1037
215	02-24-105-010-1038
216	02-24-105-010-1039
217	02-24-105-010-1040
218	02-24-105-010-1041
219	02-24-105-010-1042
220	02-24-105-010-1043
221	02-24-105-010-1044
222	02-24-105-010-1045
223	02-24-105-010-1046
224	02-24-105-010-1047
225	02-24-105-010-1048
301	02-24-105-010-1049
302	02-24-105-010-1050
303	02-24-105-010-1051
304	02-24-105-010-1052
305	02-24-105-010-1053
306	02-24-105-010-1054
307	02-24-105-010-1055
308	02-24-105-010-1056
309	02-24-105-010-1057
310	02-24-105-010-1058
311	02-24-105-010-1059
312	02-24-105-010-1060
314	02-24-105-010-1061
315	02-24-105-010-1062

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EXHIBIT A (Page 3 of 3)

316	02-24-105-010-1063
317	02-24-105-010-1064
318	02-24-105-010-1065
319	02-24-105-010-1066
320	02-24-105-010-1067
321	02-24-105-010-1068
322	02-24-105-010-1069
323	02-24-105-010-1070
324	02-24-105-010-1071
325	02-24-105-010-1072
401	02-24-105-010-1073
402	02-24-105-010-1074
403	02-24-105-010-1075
404	02-24-105-010-1076
405	02-24-105-010-1077
406	02-24-105-010-1078
407	02-24-105-010-1079
408	02-24-105-010-1080
409	02-24-105-010-1081
410	02-24-105-010-1082
411	02-24-105-010-1083
412	02-24-105-010-1084
414	02-24-105-010-1085
415	02-24-105-010-1086
416	02-24-105-010-1087
417	02-24-105-010-1088
418	02-24-105-010-1089
419	02-24-105-010-1090
420	02-24-105-010-1091
421	02-24-105-010-1092
422	02-24-105-010-1093
423	02-24-105-010-1094
424	02-24-105-010-1095
425	02-24-105-010-1096
426	02-24-105-010-1097

Commonly known as:

900 E. Wilmette, Palatine, IL 60067