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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/21/2016 03:27 PM Pg: 1 of 6

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
DAGAN PARK ESTATES SUBDIVISION**

Pin: 02-09-407-017--040

Village of Palatine
Village Clerk's Office
200 E. Wood Street
Palatine, IL 60067

CCRB REVIEWER

A handwritten signature in black ink, appearing to be 'JAL', written over the printed text 'CCRB REVIEWER'.

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This instrument prepared by and after recording return to:

Dagan Park, LLC.
3528 Walnut Ave.
Wilmette, ILL 60091

Village of Palatine
Village Clerk's Office
200 E. Wood Street
Palatine, IL 60067

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

For DAGAN PARK ESTATES SUBDIVISION

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Second Amendment"), is made on this 3rd day of December, 2015, by COMPASS REAL ESTATE SERVICES, INC., an Illinois corporation ("Owner") and DAGAN PARK, LLC ("Developer"), together hereafter referred to as "Declarant", an Illinois limited liability company.

WITNESSETH:

WHEREAS, on October 3, 2006, DAGAN BUILDERS, INC, an Illinois corporation recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Dagan Park Estates Subdivision (the "Declaration") with the Cook County Recorder of Deeds as Document No.: 0627655110, affecting the "Property" (defined in the Declaration), legally described in Exhibit A of said Declaration; and

WHEREAS, on October 18, 2010, DAGAN BUILDERS, INC, an Illinois corporation recorded the First Amendment and Restricted Grant of Patio Easements (the "First Amendment") with the Cook County Recorder of Deeds as Document No.: 1029155064, affecting the "Property" (defined in the Declaration), legally described in Exhibit A of said First Amendment; and

WHEREAS, the Dagan Park Subdivision was originally approved for 23 townhome sites. Townhomes were built on 9 of these sites; and

WHEREAS, The Owner desires to amend the "Plat" (as defined in the "Declaration") in order to add one additional "Lot" (as defined in the "Declaration" and as amended by this Second Amendment) for a total of 24 Lots; and

WHEREAS, the "Owner" acquired a portion of the "Property" (as defined in the "Declaration") that includes a site for construction of 15 townhome units and the Outlot A (as defined in the "Declaration" and delineated on the "Plat") and is the original Declarant's successor-in-interest; and

WHEREAS, the Developer is the Owner's assignee with respect to the responsibility to complete the construction of all public and private improvements on the portion "Property" owned by the Owner; and

WHEREAS, the Declarant, by and through its authorized representatives, pursuant to Subparagraph VII(F) of the Declaration, hereby amends the Declaration as set forth herein.

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NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant desires to amend the Declaration as follows:

1. **Declaration in Full Force and Effect; Definitions.** Except as herein modified or amended, the provisions, conditions, and terms of the Declaration shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the Declarant. Capitalized terms used in this Second Amendment shall have the same definitions as set forth in the Declaration to the extent such capitalized terms are defined therein and are not redefined in this Second Amendment.

2. **Amendments to the Declaration.** Effective as of the date hereof:

(a) Subparagraph I(C) shall be amended by changing the phrase "as shown on the Plat as Outlot A" to "as shown on the Plat of Resubdivision as Outlot A-A"

(b) Subparagraph I(F) of the Declaration shall be amended and restated in its entirety as follows:

F. "Lot" means any plot of land designated on the Plat, numbers 1A through 15A and 15 through 23, inclusive, which is included in the real estate submitted to this Declaration and any amendments hereto.

(c) Subparagraph I (L) of the Declaration shall be added to read as follows:

L. "Plat of Resubdivision" means a Plat of Dagan Park Estates Resubdivision recorded by the Cook County Recorder of Deeds as Document Number _____.

(d) Paragraph III(C)(2) shall be amended by changing the phrase "Outlot A" to "Common Areas"

(e) Subparagraph V(B)(1) of the Declaration shall be amended by changing the phrase "no more than twenty-three (23)" to "no more than twenty four (24)" in the third sentence of the subparagraph.

(f) Subparagraph V(B)2 of the Declaration shall be amended by adding the phrase "as may be amended from time to time" at the end of the sentence.

(g) Subparagraph V(B)16 of the Declaration shall be amended by deleting the first sentence and adding the phrase "or deck" after the word "patio" in the second sentence.

(h) Subparagraph VII(F) shall be amended by changing the phrase "terminated by twenty-three (23) of the Owners" to "terminated by twenty four (24) of the Owners" in the first sentence and by changing the phrase "not approved by all twenty-three (23) Owners" to "not approved by all twenty four (24) Owners" in the third sentence.

3. **Binding Effect.** This Second Amendment shall be binding upon and inure to the benefit of the parties and their respective grantees, heirs, successors and permitted assigns. Each party hereto has the requisite authority to enter into this Second Amendment. The execution, delivery and recording of this Second Amendment has been duly and validly authorized. This Second Amendment has been duly executed and delivered. This Second Amendment constitutes a legal, valid, and binding obligation,

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enforceable against the parties according to its terms. The provisions of this Second Amendment shall run with the real property described on Exhibit A hereto.

4. **Entire Agreement**. This Second Amendment constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the parties, written or oral. This First Amendment may only be amended or modified by a written instrument approved and executed in accordance with the terms of the Declaration, as may be amended.

[Signature page follows]

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IN WITNESS WHEREOF, COMPASS REAL ESTATE SERVICES, INC. AND DAGAN PARK LLC have caused this Second Amendment to be executed.

COMPASS REALESTATE SERVICES, INC.
An Illinois corporation

By: _____
Name: Igor Davydov
Its: President

DAGAN PARK, LLC,
an Illinois limited liability company

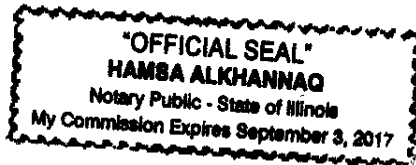
By: _____
Name: Art Gurevich
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Igor Davydov, the President of COMPASS REALESTATE SERVICES, INC. and Art Gurevich, the Manager of DAGAN PARK, LLC, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such and respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation and the limited liability company, for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 3 day of Dec, 2015.

Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

Lots 1A through 15A, lots 15 through 23 and Outlot A-A in Dagan Park Estates Subdivision, a Resubdivision of lots 1 through 23 and Outlot A in Dagan Park Estates Subdivision, a Subdivision of Lots 3,4,5,6,9,10, 11 and the East 58 feet of Lot 7 in Block 5 in Frank E. Merrill and Company's Palatine Acres in the Southeast ¼ of the Southeast ¼ of Section 9, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS:

Lot 1A 883 N. Maple Ave., Palatine, IL 60067
 Lot 2A 879 N. Maple Ave., Palatine, IL 60067
 Lot 3A 875 N. Maple Ave., Palatine, IL 60067
 Lot 4A 871 N. Maple Ave., Palatine, IL 60067
 Lot 5A 867 N. Maple Ave., Palatine, IL 60067
 Lot 6A 853 N. Maple Ave., Palatine, IL 60067
 Lot 7A 849 N. Maple Ave., Palatine, IL 60067
 Lot 8A 845 N. Maple Ave., Palatine, IL 60067
 Lot 9A 841 N. Maple Ave., Palatine, IL 60067
 Lot 10A 848 N. Franklin Ave., Palatine, IL 60067
 Lot 11A 852 N. Franklin Ave., Palatine, IL 60067
 Lot 12A 856 N. Franklin Ave., Palatine, IL 60067
 Lot 13A 860 N. Franklin Ave., Palatine, IL 60067
 Lot 14A 864 N. Franklin Ave., Palatine, IL 60067
 Lot 15A 868 N. Franklin Ave., Palatine, IL 60067
 Lot 16 844 N. Franklin Ave., Palatine, IL 60067
 Lot 17 840 N. Franklin Ave., Palatine, IL 60067
 Lot 18 836 N. Franklin Ave., Palatine, IL 60067
 Lot 19 832 N. Franklin Ave., Palatine, IL 60067
 Lot 20 828 N. Franklin Ave., Palatine, IL 60067
 Lot 21 824 N. Franklin Ave., Palatine, IL 60067
 Lot 22 820 N. Franklin Ave., Palatine, IL 60067
 Lot 23 816 N. Franklin Ave., Palatine, IL 60067
 Lot 24 812 N. Franklin Ave., Palatine, IL 60067
 Outlot A-A

PIN: 02-09-407-017-0000; 02-09-407-018-0000; 02-09-407-019-0000; 02-09-407-020-0000;
 02-09-407-021-0000; 02-09-407-022-0000; 02-09-407-023-0000; 02-09-407-024-0000;
 02-09-407-025-0000; 02-09-407-026-0000; 02-09-407-027-0000; 02-09-407-028-0000;
 02-09-407-029-0000; 02-09-407-030-0000; 02-09-407-031-0000; 02-09-407-032-0000;
 02-09-407-033-0000; 02-09-407-034-0000; 02-09-407-035-0000; 02-09-407-036-0000;
 02-09-407-037-0000; 02-09-407-038-0000; 02-09-407-039-0000; 02-09-407-040-0000;