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Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, Illinois 60060
Attn: David M. Bendoff, Esq.



1723544016

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/23/2017 10:58 AM PG: 1 OF 13

**FIRST AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
WILLIAMS PARK PLACE TOWNHOMES**

This document is recorded for the purpose of amending the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes (hereafter the "Declaration") and By-Laws for Williams Park Place Townhomes ("By-Laws") incorporated as Williams Park Place Homeowners Association (hereafter the "Association"), which Declaration and By-Laws were recorded on June 3, 1998, as Document No. 98461485 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part thereof.

This amendment is adopted pursuant to the provisions of Article 11, Paragraph 11.9 of the aforesaid Declaration. Said provisions provide that this amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument in writing setting forth the change, provided the same is approved at a duly called and held general or special meeting of Members, by the affirmative vote, either in person or by proxy, of a majority of the total votes of the Members, and containing a certification by an Officer of the Association that said instrument was duly approved as aforesaid.

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RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Property has been submitted to the provisions of the Declaration and By-Laws; and

WHEREAS, the Board of Directors of the Association and the Owners desire to amend the Declaration and By-Laws in various respects; and

WHEREAS, the amendment has been approved at a duly called and held general or special meeting of Members, by the affirmative vote, either in person or by proxy, of a majority of the total votes of the Members, all in compliance with Article 11, Paragraph 11.9 of the Declaration.

NOW THEREFORE, Article 4, Paragraph 4.3 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"4.3 Assessment Procedure - Annual Assessments. The fiscal year for the Association shall commence on June 1. Each year, on or before ~~September~~ April 1, the Board shall prepare a budget for the Association for the following calendar year which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the detention outlot area and the landscape easement area, to include a reserve for repairs and replacement of those portions of the improvements for the detention easements for which the Association is responsible, and for other areas maintained by the Association and for such other contingencies as the Board may deem proper, and shall, on or before ~~October 4~~ April 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The notice to each Owner shall contain the estimated budget, the monthly assessment amount that will become due from each Owner, a request that the Owner provide to the Board within 30 days, any comments or suggestions regarding the budget, and a statement that the Board will consider the responses received from the Owners and will adopt a resolution which levies the annual assessment based upon the estimated budget at a meeting called for that purpose prior to ~~January~~ May 31 of the following year. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before ~~January~~ June 1, following the preparation of the budget, and on the first day of each and every month for the next twelve (12) months, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before ~~September~~ August 1 of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting, on an accrual or cash basis, of expenses for the preceding twelve (12) months together with a tabulation of the assessments and showing net excess or deficit, on an accrual or cash basis, of income over the sum of expenses plus

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reserves. Any such excess may, at the discretion of the Board, be retained by the Association and shall be placed in a reserve account.”

NOW THEREFORE, Article 4, Paragraph 4.4 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“4.4 Special Assessments for Capital Improvements. (a) In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of ~~constructing or purchasing a specified capital improvement~~ maintenance, repair or replacement to areas maintained by the Homeowners Association and for the necessary fixtures and personal property related thereto, ~~provided that, unless otherwise provided in the By-Laws, any such assessments which in one (1) year exceed One Thousand Six Hundred and no/100 Dollars (\$1,600.00) sum total for all Units involved shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by the members present at a general or special meeting duly called for that purpose or, in lieu of such members meeting, by an instrument signed by the members owning two thirds (2/3) of the Units.~~ Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

(b) If a special assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(c) Special assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of subparagraph (b) of this Paragraph. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

(d) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.”

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NOW THEREFORE, Article 4, Paragraph 4.8 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"4.8 Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within ~~thirty (30)~~ ten (10) days after the due date, the Board may, upon notice to such Owner of such delinquency, charge interest at a rate not to exceed the statutory allowable rate on the unpaid balance, plus statutorily allowable administrative fees. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any case law decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorneys' fees as above provided, when payable shall be and become a lien or charge in favor of the Homeowners Association or the Village in the event that the Village has provided services, said lien or charge being against the delinquent Owner's Unit, and may be foreclosed by any action brought in the name of the Association, the Village or its assignees. To the extent permitted by statute, the Village of Palatine may also bring an action in Forcible Entry and Detainer or in any other manner as provided at Law or Equity as now or hereafter amended to collect any delinquent assessments for any work which it has completed as a result of the failure of any Unit owner or the Homeowners Association to perform, and for which it has not been paid."

NOW THEREFORE, Article 5, Paragraph 5.2(c) of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"c. No Unit may hereafter be used for more than one attached, single-family townhome residence, excluding trailers or mobile homes, and no more than ~~thirty~~ twenty (20) Units will be permitted on the Property. No sheds, decks, storage buildings, tents or other detached temporary or permanent structures other than an attached Single-family townhome residence shall be erected on any part of the Property."

NOW THEREFORE, Article 5, Paragraph 5.7 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"5.7 Garaging of Vehicles. Trucks, boats, recreational vehicles, boats or trailers shall at all times be parked in the garage of a Dwelling. Recreational vehicles which are

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not garaged may not be parked in this subdivision. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a Dwelling. Automobiles shall be garaged overnight ~~except where necessity dictates otherwise, and then on a temporary basis only (not exceeding 3 days in any given month).~~"

NOW THEREFORE, Article 5, Paragraph 5.9 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"5.9 Animals and Pets. No animals of any kind shall be raised, bred or kept on any Unit except that dogs, cats or other household pets may be kept subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon ten (10) days' written notice from the Board. No Owner shall have more than two (2) dogs or two (2) cats or any combination thereof, and no dog or cat may weigh more than twenty-five (25) pounds. The weight restriction contained in this Paragraph shall not apply to the keeping of service/comfort dogs/cats by the disabled Owners or occupants of Units as may be required by law. Dog(s) must be leashed and when outside must be accompanied by Owner."

NOW THEREFORE, Article 5, Paragraph 5.10 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"5.10 Radios and Antennae and Satellite Dishes. a. The operation of a "ham" or other amateur radio station or the erection of any communication antennae or similar device (other than simple mast antennae less than 2 feet tall located on the roof of a Dwelling) shall not be allowed unless approved in writing in advance by the Developer prior to the Turnover Date, or the Association thereafter. ~~Satellite dishes up to 2 feet in diameter are permitted with an acceptable landscaping plan and approval from the Association. All antennae and satellite dishes must conform to and be permitted by the provisions of the Palatine Zoning Ordinance, Building permits must be obtained from the Village of Palatine prior to the installation of any antennae or satellite dish. No satellite dish or antennae may be installed until the subdivision is fully occupied.~~ Notwithstanding any of the provisions of this paragraph, all satellite dishes must comply with all provisions of any federal and state regulations as they pertain to the installation and use of satellite dish receivers.

b. Transmitting Antenna: No transmitting antenna may be attached or mounted to any portion of the Property unless it is done within the Owner's Unit or indoors in an area which serves only the Owner's Unit.

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c. Satellite Dish/Receiving Antenna Greater Than One Meter In Diameter: No satellite dish/receiving antenna that is greater than one meter in diameter may be attached or mounted to any portion of the Property, unless it is done within the Owner's Unit or indoors in an area which serves only the Owner's Unit.

d. Satellite Dish/Antenna One Meter Or Less In Diameter:

(1) A satellite dish/receiving antenna that is one meter or less in diameter may be attached or mounted only on and within portions of the Property owned by the Unit Owner or on and within portions of the Property which such Unit Owner has the exclusive right to use. Dishes shall be installed on the roof at the rear portion of the Unit.

(2) The satellite dish/receiving antenna shall be painted so that it blends into the background against which it is mounted.

(3) If possible, the satellite dish/receiving antenna shall be placed where they are not visible from the street.

(4) The following is the preferred installation site on your Unit: Roof at the rear portion of the Unit.

(5) Due to the high winds in the area and the potential risk to the health, safety and welfare of the residents from a falling satellite dish/receiving antenna, the satellite dish/receiving antenna shall be installed using the following method to secure the dish: Lag Bolts screwed into the roof sheathing. The area where the anchoring bolts penetrate into the roof area are to be sealed off from any and all weather elements to prevent water or ice damage to the roof and interior of the Unit.

(6) Drilling through an exterior wall or roof (e.g. to run cable from the unit to the exterior) is prohibited. The installer must use the existing telephone cable access to the building/Unit to route any cable.

(7) All wires of a satellite dish/receiving antenna must be encased in molding which matches the color of the building, or buried underground. The owner must restore the Property to its original condition upon removal of the dish.

(8) Any person installing a satellite dish/receiving antenna permitted by this Paragraph shall notify the Board in writing within seven (7) days from the date of installation.

(9) The Owner shall be responsible for the maintenance of the satellite dish/receiving antenna and the satellite dish/receiving antenna shall be kept in good repair.

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(10) If the satellite dish/receiving antenna will be installed by a professional installer, the owner must provide the Association proof that the installer is licensed and insured.

(11) If it is necessary for the Association to remove the satellite dish/receiving antenna to perform maintenance of the Property, the owner will be advised accordingly.

(12) Any request for deviation from the foregoing concerning antennas and satellite dish/receiving antennas must be submitted to the Board, and is subject to the Board's approval.

(13) In order to protect the health, safety and welfare of the residents of the Association and their property, the Board reserves the right to inspect the installation and maintenance of a satellite dish/receiving antenna permitted by these covenants, and to require that any unsafe condition be promptly corrected.

(14) Homeowner is responsible for removal of satellite dish and repairs to roof when selling the Unit, unless buyer agrees in writing to leave the satellite dish in place."

NOW THEREFORE, Article 6, Paragraph 5.15 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"5.15 For Sale Signs. Except for the Developer as provided herein, n Any and all signs must be approved in advance by the Board, and no sign shall be displayed without such approval. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such locations and in such form as shall be reasonably determined approved in advance by the Board, and all requests to display such signage must be submitted in writing to the Board. "Garage Sales," or similar sales, wherein a resident sells used furniture, clothing, or other personal items are prohibited."

NOW THEREFORE, Article 5, Paragraph 5.16 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

5.16 Owner Maintenance. Each Owner shall maintain his Unit and all Improvements located thereon in a clean, sightly and safe condition and shall at all times cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from paved areas when and as required. Notwithstanding anything in the Declaration or By-Laws to the contrary, responsibility for maintenance, repair, and replacement of the individual Units and all improvements located thereon shall be as set forth in Exhibit 1 attached hereto and incorporated herein. Except to the

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extent expressly set forth in said Exhibit 1, each Owner shall be responsible for all maintenance, repair, and replacement of their Unit and all Improvements located thereon.

NOW THEREFORE, Article 5, Paragraph 5.17 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“5.17 Homeowners Association Maintained Areas. Nothing shall be altered in or removed from the areas maintained by the Homeowners Association except upon the written consent of the Board. The Homeowner Association Maintained Areas shall also include those items for which the Association is responsible pursuant to Exhibit 1.”

NOW THEREFORE, Article 9, Paragraph 9.1 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

“9.1 General Review and Approval. Except for improvements constructed by Developer, no building, or other structure shall be commenced, erected or maintained upon the Property or upon any Unit, Dwelling, garage or other improvement thereon, nor shall any exterior addition to or change or alteration therein be made, except such as are erected and approved by the Developer, until written plans and specifications showing the nature kind, shape, height, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing by the Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. The Board or the architectural committee appointed by it, will have thirty (30) days to act in writing upon any request made pursuant to this paragraph. No exterior light fixture, exterior door, garage door, or storm door shall be replaced by an Owner except in accordance with the specifications established by the Board.”

NOW THEREFORE, Article 11, Paragraph 11.1 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

11.1 Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration and the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and the failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All

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expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at the highest rate of interest permissible by law, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Unit and be enforceable as provided in this Declaration. If any Owner, or his guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine (~~not to exceed \$250.00 in any given instance~~) against such Owner, and such fine shall be added to and deemed a part of his assessment and constitute a lien on his Unit and be enforceable as provided in this Declaration. Any attorneys' fees incurred by the Association arising out of a default by any Owner, his tenant, invitee or guest in the performance of any of the provisions of the Declaration, By-Laws, rules and regulations or any applicable statute or ordinance shall be charged to and assessed against the Owner and shall be added to and deemed a part of his assessment and constitute a lien on his Unit and be enforceable as provided in the Declaration and the law."

NOW THEREFORE, Article 11, Paragraph 11.13 of the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"11.13 Mailing Address. Each Owner of a Unit shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the street address of the Unit owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States Mail, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mail. In the event that no address has been constructed upon a Unit then the Unit taxpayer's address shall suffice as the address for mailing purposes. The Board may adopt and amend rules and regulations authorizing electronic delivery of notices and other communications required or contemplated by the Declaration or By-Laws to each Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted."

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NOW THEREFORE, Paragraph 2.10 of the By-Laws for Williams Park Place Townhomes and By-Laws for Williams Park Place Townhomes is hereby amended in accordance with the text which follows (additions in text are indicated by double underline; deletions by ~~strike-outs~~):

"2.10 Insurance. The Board shall also have the authority to and shall obtain comprehensive liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, the Declarant, and their respective employees and agents from liability and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessment acquired by and collected in accordance with Article 4. The Association shall be further responsible for maintaining such policies of insurance against loss or damage by fire as may become necessary, and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent. In any event, the Association will be obligated to maintain a comprehensive liability insurance policy in effect including liability for injuries to and death of persons, and property damage, with a minimum value of \$300,000.00 for claims which may arise from events occurring on any areas maintained by the Homeowners Association. The coverage shall contain an endorsement which provides in effect that said coverage shall not be terminated for non-payment of premiums without at least 30 days prior written notice to the Association. The insurance policies shall contain waivers of subrogation with respect to the Board, its employees, agents, Owners and mortgagees. Each Owner, at said Owner's sole cost and expense, shall obtain and maintain insurance to cover the full replacement cost of his Unit and the Improvements located thereon, and the Association shall be named as an additional insured on such policy. Annually on January 1 of each year, and upon request by the Board at any other time, the Owner must supply to the Board evidence of such insurance."

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration and By-Laws shall continue in effect without change.

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EXHIBIT 1

ITEM	ASSOCIATION	HOMEOWNER
Roof Repair		X
Roof Replacement	(1)	
Metal Chimney Caps	X	
Brick Veneer		X
Fascia/Soffit/Trim		X
Dryvit (Stucco) Trim		X
Exterior Painting	X	
Gutter Cleaning	X	
Gutter/Downspout Repair		X
Gutter/Downspout Replacement	(1)	
Windows		X
Garage Overhead Door		X
Front Entrance Door		X
Patio Doors		X
Storm Door		X
Cement Stoop		X
Cement Side Walk		X
Patio		X
Mail Boxes	X	
Driveway Sealcoating	X	
Driveway Repair		X
Driveway / Back Roadway Replacement	(1)	
Foundation Walls		X
Foundation (Basement) Floors		X
Utility Lines & Pipes		X
Coach Lights		X
Interior surfaces/structural members		X
Watering all Landscaping		X

Notes: (1) Capital Improvements – Subject to approval of special assessments if required.

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SECRETARY'S CERTIFICATION AS TO OWNER APPROVAL

I, Beverly Linhart, state that I am the Secretary of the Board of Directors of Williams Park Place Homeowners Association, an Illinois not-for-profit corporation, and as such Secretary and the keeper and custodian of the books and records of said condominium, I hereby certify that the foregoing amendments to Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes and By-Laws for Williams Park Place Townhomes was approved at a duly called and held general or special meeting of Members, by the affirmative vote, either in person or by proxy, of a majority of the total votes of the Members, at a special meeting of the Members duly noticed, convened and held for that purpose on August 16, 2017 at which a quorum was present throughout and that such approval by the Members has not been altered, modified or rescinded in any manner but remains in full force and effect.

BY:



Secretary

DATE: August 17, 2017

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EXHIBIT "A" **LEGAL DESCRIPTION**

UNIT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, AND 19 IN WILLIAMS PARK PLACE,

BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 731-797 N. Virn Allen Court
Palatine Illinois 60067

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