

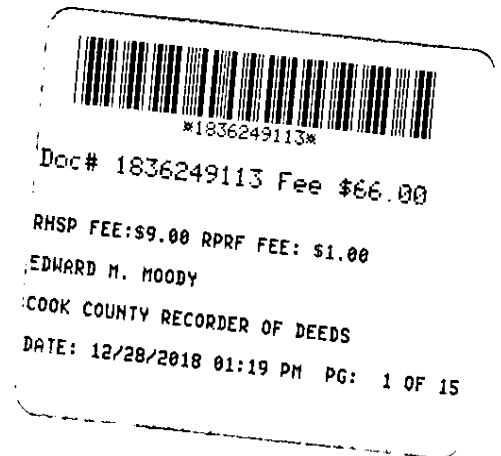
UNOFFICIAL COPY

Prepared by:

TINKOFF, POPKO and ASSOCIATES
413 East Main Street
Barrington, Illinois 60010

Return to:

TINKOFF, POPKO and ASSOCIATES
413 East Main Street
Barrington, Illinois 60010



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

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (hereinafter the "Second Amendment") is made and entered into as of this 2ND day of DECEMBER, 2018, by and among Williams Park Place Homeowners Association (hereafter the "Association"), and record owners of certain Property covered by the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes (hereinafter "Declaration"), pursuant to Paragraph 11.9 of the Declaration as amended from time to time.

RECITALS

WHEREAS, the Owners and the Association collectively hold fee simple title to the real estate (hereinafter the "Property") situated in the Village of Palatine (hereinafter the "Village"), the legal description of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Property is divided into 19 Units (hereinafter collectively the "Units");

WHEREAS, fee simple title to each of the Units is held by an Owner, and pursuant to the Bylaws Paragraph 2.1, every Owner is a Member of the Association;

WHEREAS, title to the Property is subject to the terms and conditions of the Bylaws of the Williams Park Place Townhomes and the Declaration of Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes recorded on June 3, 1998 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 98461485, as amended from time to time thereafter, including the First Amendment to the Declaration previously recorded on August 23, 2017 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No.

UNOFFICIAL COPY

1723544016;

WHEREAS, the Members desire to amend the Declaration and Bylaws in various respects;

WHEREAS, this Second Amendment to the Declaration is adopted pursuant to the provisions of Article 11, Paragraph 11.9, and the provisions of said Paragraph 11.9 provide that this amendment, the text of which is set forth below, shall be come 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 signed and acknowledged by fifty one percent (51%) of the Members; and

WHEREAS, this amendment has been signed and acknowledged by fifty one percent (51%) of the Members of the Association as evidenced by the signature page attached hereto, in compliance with the provisions of Article 11, Paragraph 11.9 of the Declaration.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the above Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed that the Declaration is hereby amended as follows:

1. To the extent that the terms and or conditions contained in this the Second Amendment with the terms and or conditions set forth in the Declaration or the integration of the terms and or conditions contained in this Second Amendment with those contained in the Declaration should cause ambiguity, then in such event the terms and conditions contained in this Second Amendment shall in all instances prevail.

2. Article 4, Paragraph 4.4 of the Declaration is hereby amended by deleting this Paragraph in its entirety and replacing it with the language below to provide as follows:

“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 maintenance, repair, replacement, or capital improvement to areas maintained by the Homeowners Association and for the necessary fixtures and personal property related thereto, subject to the terms and conditions set forth in the remaining provisions of this Paragraph 4.4.

(b.) 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 and, where applicable, as approved by the members in writing. Special assessments levied hereunder shall include those paid for in whole or in part out of any portion of the Association's reserves fund, as well as those paid for in whole or in part by way of a single- (bulk) or incremental- (installment) levy against all Units. All funds raised for a special assessment by way of a single- or incremental-levy against all Units shall be used only for the specific purpose for which such assessment was levied.

UNOFFICIAL COPY

(c.) If the total costs and/or cash outlay for a special assessment adopted by the Board shall exceed Two-Thousand Five-Hundred Dollars (\$2,500) total in a twelve- (12) month period, then said special assessment shall first be approved by a majority of the Board and thereafter by the written approval of the members owning a majority (51%) of the Units.

(d.) Special assessments for expenditures mandated by law may be adopted by the Board without being subject to Member approval.

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

3. Article 4, Paragraph 4.12 of the Declaration is hereby added to provide as follows:

“4.12 Third-Party Financial Audits. The members shall have the right to petition the Association for an independent third-party audit of the Association's financial status. Upon written petition by members with twenty percent (20%) of the votes of the Association delivered to the Board, the Board shall call a meeting of the members within thirty (30) days of the date of delivery of said petition to vote upon obtaining a third-party financial audit on behalf of the Association. Such petition shall be approved with 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 member's meeting, by an instrument signed by the members owning a majority (51%) of the Units. The costs of said third-party financial audit shall be paid for out of the Association's reserves. In the event the Association's reserves then existing are insufficient to cover the costs of such audit, then the outstanding balance shall be divided and levied against each of the Units in equal amounts.”

4. Article 5, Paragraph 5.7 of the Declaration is hereby amended by deleting this Paragraph in its entirety and replacing it with the language below to provide as follows:

“5.7 Garaging of Vehicles. Commercial trucks, boats, recreational vehicles, and trailers shall at all times be parked in the garage of a Dwelling. Recreational vehicles which are not garaged may not be parked in the subdivision. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a Dwelling. Non-commercial passenger vehicles shall be garaged whenever possible, however, Owners may park non-commercial passenger vehicles in driveways overnight as necessary.”

5. Article 5, Paragraph 5.15 of the Declaration is hereby amended by deleting this Paragraph in its entirety and replacing it with the language below to provide as follows:

“5.15 For Sale Signs. Owners are permitted to place a single “For Sale” or “For Rent” sign in a Unit window without prior Board approval. No other signs, advertising, or displays shall be maintained or permitted on any part of the Property without advance Board approval. All requests to display such signage must be submitted in writing to the Board and must include the proposed

UNOFFICIAL COPY

location, form, and dates of display. "Garage Sales" or other similar sales, wherein a resident sells used furniture, clothing, or other personal items are prohibited."

6. Article 12 of the Declaration is hereby amended by deleting this Paragraph in its entirety and replacing it with the language below to provide as follows:

"The Association shall act and operate as a Common Interest Community as defined in Illinois Compiled Statutes, as from time to time amended. The Declaration and By-Laws shall be deemed to be amended as necessary to comply with any statute relating to Common Interest Communities, and the Board may record such documents as are necessary to effect this compliance. The Association expressly elects to be covered by the Illinois Common Interest Community Association Act (765 ILCS 160)."

7. Paragraph 2.3, Subpart "A" of the By-Laws of Williams Park Place Townhomes is hereby amended by deleting this Paragraph in its entirety and replacing it with the language below to provide as follows:

"A. The Association shall have one class of membership and each member shall have one vote for each Unit such member owns, provided that in no event shall more than one (1) vote be cast with respect to the Unit. If more than one (1) person is the record Owner of any Unit, or if an Owner is a trustee, corporation, partnership, or other legal entity, the vote for such Unit shall be exercised as such Owner or Owners of that Unit shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws. Any Owner who fails to pay the Association's assessments or additional charges, levied by the Homeowner's Association pursuant to Paragraph 2.8, will not be entitled to vote. A Homeowner shall be in default thirty (30) days subsequent to the date notice of payment due is delivered. An Owner may vote by proxy executed in writing by him or his duly authorized attorney-in-fact delivered to the Association or the Owner's designated agent by hand, US mail, facsimile, or email transmission where the signed proxy is attached as a PDF. A proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, and the proxy must bear the date of execution."

8. The majority of the Members have consented to and approved this Second Amendment by signing below.

9. All provisions of the Declaration and Amendments thereto not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the William Park Place Townshomes Association, by way of a majority of Members, have caused their names to be signed to as of the date and year first above mentioned.

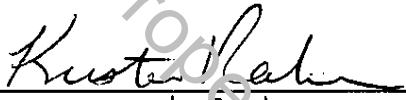
[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

UNOFFICIAL COPY

Majority of Unit Members
of the Williams Park Place Townhomes Association

I, KRISTIAN RANDE, owner of 781 N VIRN ALLEN CT,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
3 day of DECEMBER, 2018.

x 
KRISTIAN RANDE
Printed Name

I, _____, owner of _____,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
_____ day of _____, 2018.

x _____

Printed Name

UNOFFICIAL COPY

Majority of Unit Members
of the Williams Park Place Townhomes Association

I, Kathleen M. Collins, owner of 742 N. Vin Allen Ct. Palatine, IL 60067,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
4th day of December, 2018.

x Kathleen M. Collins
Kathleen M. Collins
Printed Name

I, Kathleen M. Collins, owner of 742 N. Vin Allen Ct. Palatine, IL 60067,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
4th day of December, 2018.

x Kathleen M. Collins
Kathleen M. Collins
Printed Name

UNOFFICIAL COPY

Majority of Unit Members
of the Williams Park Place Townhomes Association

I, Fernanda Trausch, owner of 735 N. Vorn Alliance + Palatine,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
4th day of Dec, 2018.

x Fernanda Trausch
Fernanda Trausch
Printed Name

I, _____, owner of _____,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
_____ day of _____, 2018.


x _____

Printed Name

UNOFFICIAL COPY

Majority of Unit Members
of the Williams Park Place Townhomes Association

I, KENNETH N. ANDERSEN, owner of 756 VIRIN ALLEN COURT,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
4th day of DECEMBER, 2018.

x 
KENNETH N. ANDERSEN
Printed Name

I, _____, owner of _____,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
_____ day of _____, 2018.


x _____

Printed Name

UNOFFICIAL COPY

Majority of Unit Members
of the Williams Park Place Townhomes Association

I, George Couris, owner of 794 N. Vinn Allen Ct.,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
7th day of December, 2018.

x 
GEORGE J. COURIS
Printed Name

I, _____, owner of _____,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
_____ day of _____, 2018.

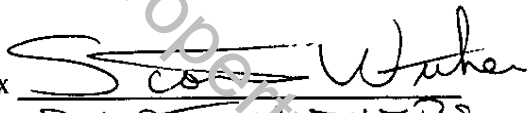
x _____

Printed Name

UNOFFICIAL COPY

Majority of Unit Members
of the Williams Park Place Townhomes Association

I, SCOTT WITHERS, owner of 785 N. VERN ALLEN CT. PALATINE, IL 60067,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenant, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
5TH day of DECEMBER, 2018.

x 
SCOTT WITHERS
Printed Name

I, _____, owner of _____,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
_____ day of _____, 2018.

x _____

Printed Name

UNOFFICIAL COPY

Majority of Unit Members
of the Williams Park Place Townhomes Association

I, JAMES J SAVIANO, owner of 795 N. DREW ALLEN CT,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
4 day of DECEMBER, 2018.

x JAMES J SAVIANO
JAMES J SAVIANO
Printed Name

I, _____, owner of _____,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
_____ day of _____, 2018.

x _____

Printed Name

UNOFFICIAL COPY

Majority of Unit Members
of the Williams Park Place Townhomes Association

SUCCESSOR TRUSTEE FOR THERESIA RINGWALD TRUST

I, ELEANOR BALOG POA, owner of 780 N. VIRN ALLEN CT.,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
10th day of December 2018.

x Eleanor Balog POA for Theresia Ringwald Trust
ELEANOR BALOG POA
Printed Name

I, _____, owner of _____,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
_____ day of _____, 2018.

x _____

Printed Name

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Majority of Unit Members
of the Williams Park Place Townhomes Association

I, Barbara Paul, owner of 789 N. View Allen Ct.,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
10th day of December, 2018.

x Barbara Paul
Barbara Paul
Printed Name

I, _____ owner of _____,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
_____ day of _____, 2018.

x Barbara Paul
Barbara Paul
Printed Name

UNOFFICIAL COPY

Majority of Unit Members
of the Williams Park Place Townhomes Association

I, BRUCE J. LASAKER, owner of 739 N. VIRNALENT-PAVATINE, FL,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
12TH day of DECEMBER, 2018.

x Bruce J. Lasaker
BRUCE J. LASAKER
Printed Name

I, _____ owner of _____,
a townhome unit in Williams Park Place Townhomes, as a Member of the William Park Place
Townhomes Association, hereby approve of the Second Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Williams Park Place Townhomes on this the
_____ day of _____, 2018.

x _____

Printed Name

UNOFFICIAL COPY

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

PINs Through and Including: 02-15-100-042-0000
02-15-100-061-0000