



Doc# 2321957035 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/07/2023 03:04 PM PG: 1 OF 7

-----Reserved for Recording Data-----

This instrument was prepared by
and after recording return to:

Nicole S. Arnold
Buckley Fine, LLC
201 S. Grove Ave., 4th Floor
Barrington, Illinois 60010

**SECOND AMENDMENT TO THE VILLAGE ENCLAVE OF
SOUTH BARRINGTON, ILLINOIS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT (this "Second Amendment") **TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** is made this 2nd day of June 2023, by Village Enclave, LLC, an Illinois limited liability company (hereinafter referred to as "**Declarant**");

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions was recorded with the Register of Deeds of Cook County on July 24, 2014 as Document Number 1420529080 (the "**Declaration**").

B. The Declaration was amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions recorded with the Register of Deeds of Cook County on June 24, 2021 as Document Number 2117545006 (the "**First Amendment**").

C. Section 5 of Article 10 of the Declaration allows amendments to be made to the Original Declaration upon approval by 90% of the Owners, and the Declarant and the Declarant deems it appropriate to amend the Declaration of the Association, the Declarant, the Owners and other parties in interest and;

NOW THEREFORE, the Declarant and the Owners hereby amend the Declaration in the manner hereinafter set forth.

- 1. The Recitals are incorporated herein as correct statements of fact and shall be part of this First Amendment.

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DATE 8-7-23 COPIES 6X
OK BY JP

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2. Exhibit A attached to each of the Declaration and the First Amendment shall be deleted in their entirety and the Exhibit A attached hereto shall be inserted in its place and shall be deemed the description of the Declarant's property (the "**Subject Property**").

3. All reference to the Subject Property shall mean the approximately 24.58 acres situated in Cook County, Illinois, as more fully described on the amended Exhibit A.

4. Section 2(b) of Article III shall be deleted in its entirety and the following new Section 2(b) of Article III shall be inserted in its place:

"b. Class B - The Class B member shall be Declarant and shall be entitled to three (3) votes for each Lot owned, provided however, that the Declarant shall be entitled to only one vote per lot upon happening of either of the following events, whichever occurs earliest:

(i) When fourteen (14) of the Lots have been sold and conveyed by Declarant to Owners;

(ii) Fifteen (15) years after the date the first Lot is conveyed by Declarant to another Owner; and

(iii) Upon written notice of election by Declarant to vote only one vote for each Lot owned, sent to the Association as of the date specified in said notice."

5. Section 1 of Article V shall be deleted in its entirety and the following new Section 1 of Article V shall be inserted in its place:

"1. Architectural Control and Site Maintenance Requirements During the Construction. Vintage, Inc., an Illinois corporation ("**Vintage**"), has been selected by Declarant and approved by the Association, as the sole designer of each home to be constructed on a Lot and provide a Licensed Architect selected by the Declarant for the architecture of each home to be constructed on a Lot, to ensure continuity and consistency in the architecture throughout the Subject Property; provided, however, no home will substantially similar to another with respect to a combination of design and materials. Vintage will remain the designer with its selected Licensed Architect, for each home on the Subject Property until such time as fifteen (15) homes have been constructed on the Lots within the Subdivision; after which, Vintage will remain the designer with its selected Licensed Architect for each home on the Subject Property, unless and until at least two thirds (2/3) of the Owners have voted to allow other architects to construct homes on the Lots. No dwelling, house or accessory building shall be erected on any Lot and no exterior alteration shall be made to any dwelling, unless and until the plans and specifications for it, showing the nature, shape, size, architectural design, materials, location, approximate cost and proposed landscaping, have first been prepared and approved in writing by Vintage and the Review Committee (as defined herein). All improvements (including porches and decks) per

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submitted plans shall not encroach onto any zoning setback areas as provided for on the Plat of Subdivision. In addition:"

6. Section 2 of Article X shall be deleted in its entirety and the following new Section 2 of Article X shall be inserted in its place:

"2. Management. Until such time on as fourteen (14) Lots in the Subject Property are sold and conveyed by Declarant to Owners or Fifteen (15) years after the date the first Lot is conveyed by Declarant to another Owner, Declarant shall have the power, and thereafter, the Homeowners' Association, through its Board of Directors, shall have the power, to employ a manager (managing agent), an independent contractor, or such other employees as it deems necessary, and to prescribe their duties and fix their compensation, and/or enter into a management agreement with a professional management company for the purpose of managing the Homeowners' Association. Any initial agreement entered into by the Homeowners' Association with a management company shall be for a period of not more than five (5) years, and any subsequent agreement entered into by the Homeowners' Association, shall be for a period of not more than one (1) year, renewable by agreement of the parties for successive periods of not more than one (1) year each, and shall provide for either party's right to cancel said agreement for cause upon the Homeowners' Association's written thirty (30) day notice to the other party, of its intent to do so."

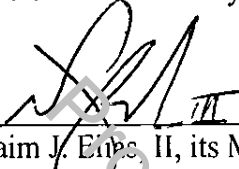
7. Exhibit B shall be deleted in its entirety and replaced with the Exhibit B attached hereto.

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

DECLARANT:

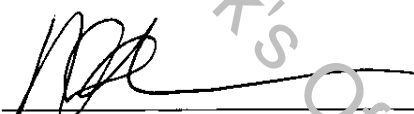
VILLAGE ENCLAVE, LLC,
an Illinois limited liability company

By: 
Naim J. Elias, II, its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

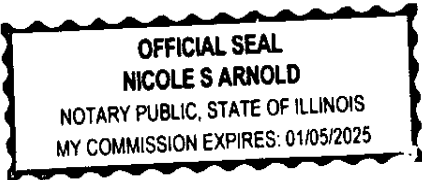
I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Naim J. Elias II, the Manager of Village Enclave, LLC, an Illinois limited liability company, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Manager who appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said Declarant, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of June, 2023.


Notary Public

My Commission Expires:
11/5/25

(SEAL)



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VILLAGE ENCLAVE OF SOUTH BARRINGTON SUBDIVISION OF SOUTH BARRINGTON, ILLINOIS

EXHIBIT A

AMENDED LEGAL DESCRIPTION OF SUBJECT PROPERTY

A PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 34; THENCE EAST ON THE NORTH LINE OF SAID $\frac{1}{4}$ SECTION 658.74 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EAST ON SAID NORTH LINE 664.66 FEET TO THE NORTHEAST CORNER OF SAID 40 ACRE TRACT; THENCE SOUTH ON THE EAST LINE OF THE WEST $\frac{1}{2}$ OF SAID SOUTHWEST $\frac{1}{4}$ 1376.5 FEET TO THE CENTER LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF HIGGINS ROAD 710.0 FEET TO THE SOUTHEAST CORNER OF 6 ACRE TRACT OF LAND CONVEYED BY THE GRANTORS HEREIN TO FRANK LAMCZYK AND JULIA LAMCZYK BY WARRANTY DEED DATED JULY 20, 1928 AND RECORDED IN BOOK 26064 AT PAGE 436 AS DOCUMENT NO. 10095457 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE EAST LINE OF SAID 6 ACRE TRACT AND PARALLEL TO THE WEST LINE OF SAID SOUTHWEST $\frac{1}{4}$, 1122.0 FEET TO SAID NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$ AND POINT OF BEGINNING, SITUATED IN THE TOWNSHIP OF BARRINGTON, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT, IN THE NORTH LINE, OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 34, AFORESAID 416.0 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE EAST ALONG SAID NORTH LINE 242.74 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SECTION 1122.0 FEET TO THE CENTER OF HIGGINS ROAD, THENCE NORTHWESTERLY ALONG THE CENTER OF SAID HIGGINS ROAD 259.5 FEET; THENCE NORTH PARALLEL TO THE SAID WEST LINE OF SAID SECTION, 1031.3 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART THEREOF FALLING IN HIGGINS ROAD AND EXCEPT THAT PART CONVEYED TO THE COUNTY OF COOK BY DOCUMENT 12066121 RECORDED OCTOBER 11, 1937) IN COOK COUNTY, ILLINOIS.

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Village Enclave CCR:

PINs: 01-34-300-004-0000; 01-34-300-003-0000

Address: 1 Enclave Court, South Barrington, Illinois 60010

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
RECORDING DIVISION ROOM 120
118 N. CLARK ST. CHICAGO, IL 60602-1387
CHICAGO, IL 60602-1387

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VILLAGE ENCLAVE OF SOUTH BARRINGTON SUBDIVISION OF SOUTH BARRINGTON, ILLINOIS

EXHIBIT B

COMPUTATION OF ASSESSMENTS

The percentage of total annual assessment levied by the Homeowners' Association which is payable by each Owner shall be 5.26% per Lot.

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