

**SECOND AMENDMENT TO
THE DECLARATION OF
COVENANTS, CONDITIONS,
RESTRICTIONS, and
EASEMENTS FOR THE
TOWNHOMES OF CEDAR
CROSSING II ASSOCIATION**



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Receipt#: 2020-00076993
Page 1 of 68
Fees: \$72.00
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder
File **7711174**

For Use by Recorder's Office Only

This is the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Cedar Crossing II Association which was recorded with the Lake County Recorder of Deeds on September 16, 1999 as document number 4420212, and amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for the Townhomes of Cedar Crossing II Association recorded with the Lake County recorder of Deeds on July 2, 2009 as document number 6492679 (collectively referred to as the "Declaration").

RECITALS

WHEREAS, the Board of Directors and Owners at the Association desire to amend the Declaration to modify the responsibility to maintain, repair and replace certain components at the Property;

WHEREAS, pursuant to the provisions of Article X Section 10.03 of the Declaration, provisions in the Declaration may be amended by an instrument executed by the members entitled to cast seventy-five percent (75%) of the total votes of the Association and with the prior written consent of the Village, which consent shall not be unreasonable withheld or delayed; and

WHEREAS, such amendment shall be effective upon recording of such instrument in the office of the Recorder of Deeds of Lake County, Illinois.

**This document prepared by and after
recording to be returned to:**

Michael S. Jacobs
Wiczer Sheldon & Jacobs, LLC
500 Skokie Blvd., Ste. 325
Northbrook, IL 60062 - 847.849.4850

WHEREAS, this Second Amendment to the Declaration has been approved by the Owners representing at least 75% of the Owners as evidenced by the certification attached hereto as Exhibit "B" and made a part hereof; and

NOW, THEREFORE, the Declaration is hereby amended as follows (additions in text are indicated by underline and deletions in text are indicated by ~~strikethrough~~):

1. Article V, Section 5.01

Section 5.01.

a. Except as otherwise provided in this Declaration, the Association shall furnish the following as part of the common expenses as the Board, in its sole discretion, deems necessary and proper:

(i) Any and all maintenance, repair, replacement, restoration, painting, staining, refinishing, tuckpointing, caulking and cleaning of the exterior surfaces of the Townhome Dwelling Units and other exterior improvements located on the Lots, including, without limitation, all roofs, outer walls (excluding interior and party walls), foundation, gutters, downspouts, siding, ~~perimeter windows and window frames, screens, skylights~~, light fixtures, shutters, chimneys, driveways, sidewalks, walkways, ~~fenees~~, common mailboxes and address signage;

2. Article V, Section 5.03

Section 5.03

e. It will be the responsibility of the Unit Owners, without limitation to be responsible for maintenance, repair, upkeep and replacement of the perimeter doors, garage doors, perimeter windows and window frames, screens, skylights and fences.

This Second Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Lake County, Illinois.

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

END OF TEXT OF AMENDMENT

PRESIDENT'S SIGNATURE PAGE

I, Janet Paramski, am the President of Declaration of Covenants, Conditions, Restrictions and Easements for the Townhomes of Cedar Crossing II Association, an Illinois not-for-profit corporation and common interest community association established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 1-20 of the Common Interest Community Association Act.

EXECUTED this 19 day of October, 2020.

BY: Janet Paramski
President

BOARD SIGNATURE PAGE

We, the undersigned, are the members of the Board of Managers of Townhomes of Cedar Crossing II Association, an Illinois not-for-profit corporation and common interest community association established by the aforesaid Declaration, and by our signatures below, we hereby execute the foregoing amendment to the Declaration pursuant to Article X of the Declaration. This document may be executed in counterparts for the convenience of the parties.

EXECUTED this 20th day of October, 2020.

Printed name: Jane Paramski
Jane Paramski

Printed name: BRUCE SWENSON
Bruce Swenson

Printed name: Patricia Swimmer
Patricia Swimmer

Being the members of the Board of Managers
of Townhomes of Cedar Crossing II
Association

EXHIBIT A

LEGAL DESCRIPTION OF THE PARCEL

LOTS 301 THROUGH 322 IN CEDAR CROSSING II FIRST RESUBDIVISION BEING A RESUBDIVISION OF PART OF SECTIONS 3 AND 4, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

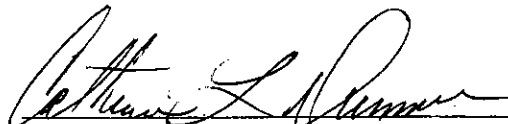
Pin	Commonly known as (for informational purposes only)
06-04-202-046	334 Berkshire Drive, Lake Villa, IL 60046
06-04-202-047	336 Berkshire Drive, Lake Villa, IL 60046
06-04-202-048	338 Berkshire Drive, Lake Villa, IL 60046
06-04-202-049	340 Berkshire Drive, Lake Villa, IL 60046
06-04-202-050	335 Berkshire Drive, Lake Villa, IL 60046
06-04-202-051	337 Berkshire Drive, Lake Villa, IL 60046
06-04-202-052	339 Berkshire Drive, Lake Villa, IL 60046
06-04-202-053	341 Berkshire Drive, Lake Villa, IL 60046
06-04-202-054	324 Berkshire Drive, Lake Villa, IL 60046
06-04-202-053	326 Berkshire Drive, Lake Villa, IL 60046
06-04-202-056	328 Berkshire Drive, Lake Villa, IL 60046
06-04-202-057	301 Berkshire Drive, Lake Villa, IL 60046
06-04-202-058	303 Berkshire Drive, Lake Villa, IL 60046
06-04-202-059	327 Berkshire Drive, Lake Villa, IL 60046
06-04-202-060	329 Berkshire Drive, Lake Villa, IL 60046
06-04-202-061	331 Berkshire Drive, Lake Villa, IL 60046
06-04-202-062	333 Berkshire Drive, Lake Villa, IL 60046
06-04-202-063	221 Berkshire Drive, Lake Villa, IL 60046
06-04-202-064	219 Berkshire Drive, Lake Villa, IL 60046
06-04-202-065	217 Berkshire Drive, Lake Villa, IL 60046
06-04-202-066	215 Berkshire Drive, Lake Villa, IL 60046
06-04-202-067	213 Berkshire Drive, Lake Villa, IL 60046
06-04-202-068	211 Berkshire Drive, Lake Villa, IL 60046
06-04-202-069	209 Berkshire Drive, Lake Villa, IL 60046
06-04-202-070	207 Berkshire Drive, Lake Villa, IL 60046
06-04-202-071	314 Berkshire Drive, Lake Villa, IL 60046
06-04-202-072	316 Berkshire Drive, Lake Villa, IL 60046
06-04-202-073	318 Berkshire Drive, Lake Villa, IL 60046
06-04-202-074	320 Berkshire Drive, Lake Villa, IL 60046
06-04-202-075	225 Berkshire Drive, Lake Villa, IL 60046
06-04-202-076	223 Berkshire Drive, Lake Villa, IL 60046
06-04-202-077	305 Berkshire Drive, Lake Villa, IL 60046
06-04-202-078	307 Berkshire Drive, Lake Villa, IL 60046
06-04-202-079	309 Berkshire Drive, Lake Villa, IL 60046
06-04-202-080	311 Berkshire Drive, Lake Villa, IL 60046
06-04-202-081	603 Farmington Court, Lake Villa, IL 60046
06-04-202-082	605 Farmington Court, Lake Villa, IL 60046
06-04-202-083	607 Farmington Court, Lake Villa, IL 60046

Pin	Commonly known as (for informational purposes only)
06-04-202-084	609 Farmington Court, Lake Villa, IL 60046
06-04-202-085	237 Berkshire Drive, Lake Villa, IL 60046
06-04-202-086	235 Berkshire Drive, Lake Villa, IL 60046
06-04-202-087	233 Berkshire Drive, Lake Villa, IL 60046
06-04-202-088	231 Berkshire Drive, Lake Villa, IL 60046
06-04-202-089	614 Farmington Court, Lake Villa, IL 60046
06-04-202-090	616 Farmington Court, Lake Villa, IL 60046
06-04-202-091	229 Berkshire Drive, Lake Villa, IL 60046
06-04-202-092	227 Berkshire Drive, Lake Villa, IL 60046
06-04-202-093	212 Berkshire Drive, Lake Villa, IL 60046
06-04-202-094	210 Berkshire Drive, Lake Villa, IL 60046
06-04-202-095	208 Berkshire Drive, Lake Villa, IL 60046
06-04-202-096	206 Berkshire Drive, Lake Villa, IL 60046
06-04-202-097	204 Berkshire Drive, Lake Villa, IL 60046
06-04-202-098	202 Berkshire Drive, Lake Villa, IL 60046
06-04-202-099	201 Berkshire Drive, Lake Villa, IL 60046
06-04-202-100	203 Berkshire Drive, Lake Villa, IL 60046
06-04-202-101	205 Berkshire Drive, Lake Villa, IL 60046
06-04-202-102	313 Berkshire Drive, Lake Villa, IL 60046
06-04-202-103	315 Berkshire Drive, Lake Villa, IL 60046
06-04-202-104	317 Berkshire Drive, Lake Villa, IL 60046
06-04-202-105	606 Farmington Court, Lake Villa, IL 60046
06-04-202-106	604 Farmington Court, Lake Villa, IL 60046
06-04-202-107	602 Farmington Court, Lake Villa, IL 60046
06-04-202-108	600 Farmington Court, Lake Villa, IL 60046
06-04-202-109	608 Farmington Court, Lake Villa, IL 60046
06-04-202-110	610 Farmington Court, Lake Villa, IL 60046
06-04-202-111	612 Farmington Court, Lake Villa, IL 60046
06-04-202-112	228 Berkshire Drive, Lake Villa, IL 60046
06-04-202-113	226 Berkshire Drive, Lake Villa, IL 60046
06-04-202-114	224 Berkshire Drive, Lake Villa, IL 60046
06-04-202-115	222 Berkshire Drive, Lake Villa, IL 60046
06-04-202-116	220 Berkshire Drive, Lake Villa, IL 60046
06-04-202-117	218 Berkshire Drive, Lake Villa, IL 60046
06-04-202-118	216 Berkshire Drive, Lake Villa, IL 60046
06-04-202-119	214 Berkshire Drive, Lake Villa, IL 60046

EXHIBIT B

SECRETARY'S CERTIFICATION AS TO UNIT OWNER APPROVAL

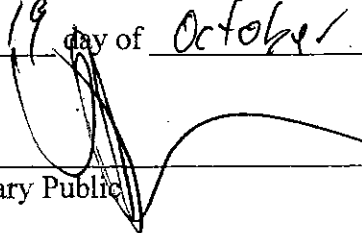
I, Cathy Summer, state that I am the Secretary of the Board of Managers of Townhomes of Cedar Crossing II Association an Illinois not-for-profit corporation and common interest community association, and as such Secretary and the keeper and custodian of the books and records of said Association, I hereby certify that the foregoing Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Townhomes of Cedar Crossing II Association was approved by Owners having, in the aggregate, at least 75% of the total vote, at a special meeting of the Owners duly noticed, convened and held for that purpose on October 19, 2020 at which a quorum was present, and that such approval by the Owners has not been altered, modified or rescinded in any manner but remains in full force and effect.

By: 
Secretary, Townhomes of Cedar Crossing II
Association

Date: 10/19, 2020

Subscribed and Sworn to before me

this 19 day of October, 2020.


Notary Public

My Commission Expires: _____

