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TITLE PAGE

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IL Rental Housing Fund: \$10.00  
Lake County IL Recorder  
Mary Ellen Vanderventer Recorder  
File **6307318**

The undersigned does hereby request that the following document be recorded with the Recorder of Deeds, Lake County, Illinois:

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, RESERVATIONS, AND GRANTS OF THE  
COUNTRYSIDE MEADOWS SUBDIVISION

The original of said document is attached to this Recording Document Title Page.

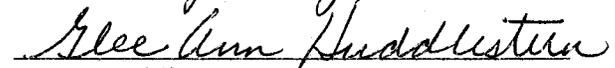
Witness my hand this 24th day of January 2008



R. Steven Polachek, Attorney at Law

Subscribed and sworn to before me this

24 day of January 2008



Notary Public



**RECORD AND RETURN TO:**

R. Steven Polachek  
Attorney at Law  
18-3 East Dundee Road  
Suite 202  
Barrington, IL 60010

(6)

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS, RESERVATIONS, AND GRANTS OF THE  
COUNTRYSIDE MEADOWS SUBDIVISION

The Declarant (also referred to herein as Developer) is the owner of certain property, as legally described on Exhibit 1 attached hereto, located in Hawthorn Woods, Lake County, Illinois, and has heretofore created thereon a planned community development and has heretofore caused to be recorded with the Recorder of Deeds of Lake County, Illinois, under recording number 6011098 on June 16, 2006, a document entitled "Declaration of Protective Covenants, Conditions, Restrictions, Reservations, and Grants of the Countryside Meadows Subdivision."

The Declarant has heretofore caused to be recorded with the Recorder of Deeds of Lake County, Illinois, under Document Number 6052540 on September 1, 2006, a document entitled "First Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Reservations, and Grants of the Countryside Meadows Subdivision."

The Declarant hereby amends said Declaration of Protective Covenants, Conditions, Restrictions, Reservations, and Grants of the Countryside Meadows Subdivision and the First Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Reservations, and Grants of the Countryside Meadows Subdivision as follows:

1. Article I, Section 2 is hereby amended by deleting the last sentence thereof and substituting the following language:

"Notwithstanding the foregoing, any outlot located on the Premises that is conveyed to the Village of Hawthorn Woods shall, subsequent to such conveyance, no longer be subject to the covenants set forth herein, except with respect to provisions relating to storm sewers, drainage ways, detention facilities, wetlands and other components of drainage, including, but not limited to, the maintenance obligations set forth in Article V. Section 6."

2. Article V is hereby amended by deleting Section 6(A) and Section 6(B) and substituting the following language:

"(A) Prior to the formation of a homeowners association and its succession to the rights of the Developer hereunder, the Developer shall be responsible for all of the maintenance provisions set forth in this Section 6.

"(B) Notwithstanding any of the terms or provisions of Article IV of the Declaration, upon formation of a homeowners association and its succession to the rights of the Developer hereunder, the homeowners association shall be responsible for all costs and expenses incurred for the repair, replacement and/or maintenance of any drainage systems located on the Premises, provided, however, the foregoing provision does not relieve any lot owner from the costs and expenses to repair (which may include replacement) any damage to a drainage system cause by such owner or any invitee, guest, subcontractor or agent thereof. Such maintenance responsibilities shall include, but not be limited to, maintenance of all storm sewers, drainage ways, detention facilities, wetlands and other components of drainage which exist on the Premises, including Outlots A, B and C, regardless of whether such outlots are owned by the Developer, the homeowners association or the Village of Hawthorn Woods, provided, however, in the event the Village of Hawthorn Woods develops or causes development of Outlots A, B and/or C for purposes other than open space, recreation, park or similar purposes, then, in that event, the provisions of this Article V relating to the maintenance provisions shall be null and void as to such outlot or outlots so developed."

3. Article V, Section 6(C) is hereby amended by deleting the language "All areas of drainage, detention/retention and other common areas" and substituting the following language:

"All storm sewers, drainage ways, detention facilities, wetlands and other components of drainage, and all other common areas. . ."

4. Article V, Section 6(D) is hereby amended by adding the following language:

"The obligations of the homeowners association under this Section 6(D) shall apply to the entire Premises, including Outlots A, B and C, regardless of whether such outlots are owned by the Developer, the homeowners association or the Village of Hawthorn Woods."

5. Article V, Section 6(F) is hereby amended by inserting in the 6<sup>th</sup> line, after "amount," the following language:

". . . amount, plus interest calculated at the rate of two percent (2%) per annum over the 'Prime Rate of Interest' published from time to time in the Wall Street Journal, . . ."

Article V, Section 6(F) is further amended by adding the following language:

"In addition, in order to secure the Village's right to reimbursement hereunder, or under Article V, Section 9(A), the Village shall have the right, at any time, to establish, and neither the Developer nor any owner shall object to such "establishment, a backup special service area affecting the Premises that will assure the Village its right of reimbursement as herein provided, including the payment of interest to the Village, calculated as provided herein, on any reimbursement amounts due the Village which are not paid within thirty (30) days of billing. In furtherance thereof, the Developer and any 'owner' shall execute such consents and waivers as the Village deems necessary (and shall require any subsequent purchaser to execute same)."

6. Article V, Section 9(A) is hereby amended by deleting the last sentence thereof and substituting the following language:

"In addition to the provisions contained in this paragraph, the homeowners association shall also provide, as part of the annual assessment, a specific assessment to provide the necessary funds for its maintenance obligations under Article V, Section 6."

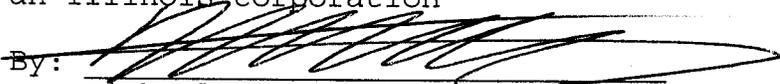
"If, at any time, the Village of Hawthorn Woods determines that the homeowners association has failed to impose an assessment sufficient to provide the necessary funds for its maintenance obligations under Article V, Section 6, the Village shall have the right to institute any proceeding at law or in equity to compel such an assessment. The Village shall be entitled to complete reimbursement by the association for all costs related to such proceeding in the same manner as set forth in Article V, Section 6(F)."

7. All other terms, conditions and declarations contained in the Declaration of Protective Covenants, Conditions, Restrictions, Reservations, and Grants of the Countryside Meadows Subdivision and the First Amendment to Declaration of Protective Covenants, Conditions, Restrictions, Reservations, and Grants of the Countryside Meadows Subdivision shall remain in full force and effect.

Dated this 24 day of January 2008.

DECLARANT/DEVELOPER

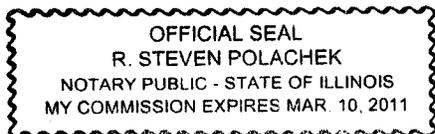
STARZWOD DEVELOPMENT, INC.,  
an Illinois corporation

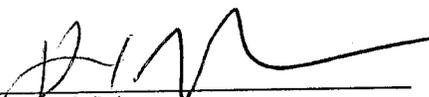
By:   
Michael M. Starykowicz, President

STATE OF ILLINOIS; COUNTY OF LAKE (ss.)

I, the undersigned, a Notary Public, in and for said county, and the state aforesaid, do hereby certify that Michael M. Starykowicz, personally known to me to be the President of Starzwood Development Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and pursuant to authority given by the corporation as such Developer, he did execute this document as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notary seal this 24<sup>th</sup> day of January 2008.



  
\_\_\_\_\_  
Notary Public

**AFTER RECORDING RETURN TO:**  
R. STEVEN POLACHEK  
Attorney at Law  
18-3 East Dundee Road  
Suite 202  
Barrington, IL 60010  
(847) 381-2242

**INSTRUMENT PREPARED BY:**  
R. Steven Polachek  
Attorney at Law  
18-3 East Dundee Road  
Suite 202  
Barrington, IL 60010  
(847) 381-2242

## EXHIBIT 1

**Legal Description:**

The South 1/2 of the Southwest 1/4 of Section 34, Township 44 North, Range 10, East of the Third Principal Meridian (except that part falling in A. G. Schwerman's First Sylvan Lake Subdivision, being a subdivision of part of Section 34, Township 44 North, Range 10 and part of Section 3, Township 43 North, Range 10, East of the Third Principal Meridian (according to the plat thereof recorded January 22, 1925, as Document 251651 in Book N of plats, page 10), in Lake County, Illinois

**Also described as:**

Lots 1 through 47 and Outlots A, B, C and D in Countryside Meadows, being a subdivision of the South 1/2 of the Southwest 1/4 of Section 34, Township 44 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded April 7, 2006, as Document Number 5974869, in Lake County, Illinois

**Addresses and Property Index Numbers of properties:**

Lot #	Street No.	Street Name	PIN	Lot #	Street No.	Street Name	PIN
1	151	Cardinal Drive	10-34-307-010	27	18	W Peter Lane	10-34-304-011
2	153	Cardinal Drive	10-34-307-009	28	20	E Peter Lane	10-34-302-016
3	155	Cardinal Drive	10-34-307-008	29	22	E Peter Lane	10-34-302-017
4	157	Cardinal Drive	10-34-307-007	30	24	E Peter Lane	10-34-302-018
5	159	Cardinal Drive	10-34-307-006	31	26	E Peter Lane	10-34-302-019
6	161	Cardinal Drive	10-34-307-005	32	28	E Peter Lane	10-34-302-020
7	163	Cardinal Drive	10-34-307-004	33	30	E Peter Lane	10-34-302-021
8	165	Cardinal Drive	10-34-307-003	34	32	E Peter Lane	10-34-302-022
9	167	Cardinal Drive	10-34-307-002	35	23	E Peter Lane	10-34-302-027
10	169	Cardinal Drive	10-34-307-001	36	21	E Peter Lane	10-34-302-026
11	173	Cardinal Drive	10-34-304-021	37	19	E Peter Lane	10-34-302-025
12	15	W Peter Lane	10-34-304-019	38	17	E Peter Lane	10-34-302-023
13	13	W Peter Lane	10-34-304-018	39	174	Cardinal Drive	10-34-302-024
14	11	W Peter Lane	10-34-304-017	40	172	Cardinal Drive	10-34-302-029
15	9	W Peter Lane	10-34-304-016	41	170	Cardinal Drive	10-34-302-030
16	7	W Peter Lane	10-34-304-020	42	168	Cardinal Drive	10-34-302-031
17	5	W Peter Lane	10-34-304-022	43	166	Cardinal Drive	10-34-302-032
18	3	W Peter Lane	10-34-304-023	44	164	Cardinal Drive	10-34-302-033
19	1	W Peter Lane	10-34-304-015	45	162	Cardinal Drive	10-34-302-034
20	2	W Peter Lane	10-34-304-014	46	160	Cardinal Drive	10-34-302-035
21	4	W Peter Lane	10-34-304-013	47	158	Cardinal Drive	10-34-302-036
22	8	W Peter Lane	10-34-304-006				
23	10	W Peter Lane	10-34-304-007	Outlot A	0	Gilmer Rd.	10-34-306-003
24	12	W Peter Lane	10-34-304-008	Outlot B	25	W Peter Lane	10-34-302-028
25	14	W Peter Lane	10-34-304-009	Outlot C	171	Cardinal Drive	10-34-304-024
26	16	W Peter Lane	10-34-304-010	Outlot D	6	E Peter Lane	10-34-304-012

## EXHIBIT 1