



**Delivering Property Management Excellence**

**MEMORANDUM**

Date: September 24, 2019

Re: Update to the Census Form – Insurance Information

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Dear Winding Creek Townhome Homeowner,

The Board of Directors has created a new census form to include homeowner’s insurance information – this is put in place to ensure the townhome is insured. Please refer to Article VIII, Section 2 for the requirements. It is also a good idea to provide this section to your agent for accuracy.

**If you have already filled out a census form, then you only need to fill out the “Insurance Information” section.** Please note per Section 8 of the Declaration, proof of insurance must be submitted annually. The form will need to either be mailed to Foster Premier, attention Winding Creek Townhome, at: 456B N Weber Road, Romeoville, IL 60446 -OR- e-mailed to Ruben Alonso at: [ralonso@fosterpremier.com](mailto:ralonso@fosterpremier.com). If you have any questions, you can contact Property Manager Ruben Alonso at (815) 886-9976. We have attached a copy of Article VIII to this mailing.

Best Regards,

The Winding Creek Townhome Association  
Board of Directors  
(815)886-9976

**ARTICLE VIII**  
**INSURANCE**

Section 8.01. The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association from liability in connection with the ownership and/or use of all easement areas. The Association shall also be responsible for procuring workers' compensation insurance as well as other types of insurance when deemed necessary.

Section 8.02. Each Owner shall procure and maintain in full force at all times insurance covering his Townhome Unit consisting of, or providing all the protections afforded by, the insurance now generally described as a Homeowners policy or a policy providing fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to one hundred (100%) percent of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible amount of no more than five hundred (\$500.00) dollars. Proof of insurance must be submitted to the Association yearly.

Such insurance shall be written by companies reasonably acceptable to the Association. A certificate of insurance evidencing such coverage shall be furnished to the Association and new certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Association in each case at least ten (10) days prior to the expiration date of the expiring insurance. In the event the Townhome Unit or any portion thereof, shall be damaged or destroyed by fire or other casualty, the Owner shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction and the same architectural style and design as originally constructed and shall conform in all respect to the laws or ordinances regulating the construction or reconstruction. In the event of the total or substantial destruction of all of the Townhome Units, the architectural design of the Townhome Units to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the Owners thereof, and in the absence of agreement, the rebuilt Townhome Units shall be substantially similar in architectural design as the original Townhome Units and shall be constructed of comparable materials.

Section 8.03. Upon failure of any Owner to procure and maintain the insurance required in Section 8.02 hereof or, in the event the Board, in its discretion, determines that the Townhome Unit is underinsured, the Board shall have the authority to procure such insurance and/or additional insurance, as the case may be, and the costs thereof shall become a lien upon the Assessment Parcels in the same manner as provided in Article VII hereof for nonpayment of maintenance assessments.

Section 8.04. All repair, restoration or rebuilding pursuant to the provisions of this Article VIII shall be carried out under such supervision and direction as the Board shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner or Owners of each Townhome Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of, the Association in connection therewith.

Section 8.05. In the event of such damage or destruction of a Townhome Unit, the holder of the mortgage encumbering said Townhome Unit shall allow the proceeds of any insurance required pursuant to Section 8.02 hereof to be utilized in restoring the Townhome Unit pursuant to the terms of this Article.