

**AMENDMENT TO  
DECLARATION OF  
PARTY WALL RIGHTS,  
COVENANTS,  
CONDITIONS,  
RESTRICTION AND  
EASEMENTS FOR  
TOWNHOMES OF  
WINDING CREEK**



**R2009079982**

Receipt # T20090079372

**Karen A. Stukel Will County Recorder 12P**

JD Date 07/02/2009 Time 15:25:18

Recording Fees: \$32.75

IL Rental Heng. Support Program: \$10.00

**For use by Recorder's Office only**

This Amendment to Declaration made and entered into the 15th day of June, 2009, is an amendment to that certain Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements (hereinafter referred to as "Declaration") recorded on November 2, 1993 as Document R93096399.

**WITNESSETH:**

**WHEREAS**, the Board of Directors and members of the Townhomes of Winding Creek (hereinafter referred to as the "Association") desire to amend the Declaration; and

**WHEREAS**, pursuant to Article XIII, Section 13.03 of the Declaration may be amended by an instrument signed by all the members of the Board and by owners having at least seventy-five (75%) percent of the total vote;

**WHEREAS**, said Amendment has been approved by the Board; and

**PREPARED BY:** **WHEREAS**, said instrument has been executed by owners having at least seventy-five (75%) percent of the total vote; and

Please return this document after recording to: *Mary Frenzel*  
**Charles M. Keough**  
**Keough & Moody, P.C.**  
1001 E. Chicago Avenue, Suite 103  
Naperville, IL 60540 - 630/369-2700

**WHEREAS**, any amendment adopted pursuant to the above provisions shall be recorded in the office of the Recorder of Deeds of Will

County, Illinois; and

DOCUMENT RECORDED WAS A  
COPY - NOT AN ORIGINAL

**NOW, THEREFORE**, the Association hereby declares that the Declaration be and is hereby amended as follows (additions to text are shown as underlined and deletions to text are shown as ~~strikeout~~):

**1. Article X, of the Declaration shall be amended by adding the following Section:**

10.23 Leasing. (a) Notwithstanding any foregoing provisions of this Declaration to the contrary, all Units must be owner-occupied. Any Units not owner-occupied as of the effective date of this Amendment, may continue to be non-owner occupied or be leased for the remainder of the current lease or for twelve (12) months from the effective date of this amendment whichever is earlier. Once the lease or time period expires, the Unit must become owner-occupied.

(b) Occupancy of a Unit by a blood relative(s) of a Unit Owner without the Unit Owner being a resident, shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. A blood relative is defined as a parent, child (natural or adopted), grandparent, grandchild or sibling of a Unit Owner.

(c) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of not less than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.

(d) The Board of Directors of the Association shall have the right to lease any Association owned Units or any Unit which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

(e) Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(f) In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

(g) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(h) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Will County.

Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

This Amendment is executed by an instrument in writing, signed and acknowledged by the Board of Directors and the Owners having at least 3/4 of the total vote of the Association and the signatories hereby warrant that they possess full power and authority to execute this instrument.

APPROVED THIS 15<sup>th</sup> DAY OF June, 2009

TOWNHOMES OF WINDING CREEK

By: Carol Smith  
Its President

**APPROVAL BY BOARD OF DIRECTORS**

We, the undersigned, are the members of the Board of Directors of Townhomes of Winding Creek, a townhome established by the aforesaid Declaration, and by our signatures below, we hereby execute and acknowledge the foregoing Amendment to the Declaration.

EXECUTED AND ACKNOWLEDGED this 15 day of JUNE ~~2008~~ 2009

Carol Smith, President

James A. Hill, Treasurer

Gonda B. Whidney, Secretary

Richard T. Henry, TREASURER

James Bestine - TRUSTEE

Carey Reeves - TRUSTEE

Townhomes of Winding Creek

## LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, IN TOWNSHIP 36 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 39A IN WINDING CREEK SUBDIVISION UNIT FOUR ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1993 AS DOCUMENT NO. R93-54187; THENCE SOUTH 0 DEGREES 31 MINUTES 53 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 39A A DISTANCE OF 130.00 FEET TO THE SOUTH LINE OF THE AFORESAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 28 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE 1116.53 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 55; THENCE NORTH 44 DEGREES 27 MINUTES 11 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 217.32 FEET TO THE SOUTHEASTERLY CORNER OF LOT 50 IN WINDING CREEK SUBDIVISION UNIT TWO, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1992 AS DOCUMENT NO. R92-57148; THENCE NORTH 45 DEGREES 32 MINUTES 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 50 A DISTANCE OF 140.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 50; THENCE SOUTH 44 DEGREES 27 MINUTES 11 SECONDS WEST 88.31 FEET TO THE START OF A CURVE CONVEX SOUTHERLY HAVING A RADIUS OF 196.00 FEET; THENCE WESTERLY 157.63 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS SOUTH 67 DEGREES 29 MINUTES 32 SECONDS WEST 153.41 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 07 SECONDS WEST 964.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. containing 3.874 acres more or less.