

AMENDMENT
TO
DECLARATION

200600033648
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
10-18-2006 At 11:26 am.
AMEND LAND 72.00
RHEF Surcharge 10.00

OF

COVENANTS,
CONDITIONS
& RESTRICTIONS

FOR

LAKEWOOD CREEK
WEST HOMEOWNERS
ASSOCIATION

O'Connor Title Services, Inc.
162 West Hubbard Street
Chicago, IL 60610

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for LAKEWOOD CREEK WEST HOMEOWNERS ASSOCIATION ("Declaration") was recorded with the Kendall County Recorder of Deeds on November 18, 2003, as Document No. 200300040996; and

WHEREAS, the Board of Directors has determined that an Amendment to the Declaration will benefit the safety and welfare of the members of the Association; and

WHEREAS, Article 15, Section 15.3, of the Declaration provides for amending the Declaration; and

O'Connor Title
Services, Inc.
6282-0126(a)

WHEREAS, the Board has approved the following Amendment to Article 15, Section 15.7 pertaining to restrictions on leasing. This Amendment has been signed and acknowledged by the Board and sixty-seven (67%) percent of the Owners have approved the change.

NOW, THEREFORE, the following shall be considered an amendment to the Declaration:

Article 15, Section 15.7, shall be amended in its entirety to read as follows:

SECTION 15.7. Restrictions on Leasing.

It shall be prohibited for any Owner to lease or have his or her Unit occupied by a person other than one defined as an "Owner" or members of his or her immediate family. For purposes of this section "immediate family" shall be defined as an Owner's father, mother, sister, brother, son or daughter only. At the request of the Board, an Owner may be required to provide proof of relationship with an individual occupying a Unit. An Owner at the time of this Amendment renting their Unit shall not be subject to this Amendment until the lease expires or the Unit is sold, whichever shall first occur. No lease shall be renewed or extended.

In the event of a hardship including, but not limited to, relocation of the Owner due to employment, health reasons, the inability of the Owner to sell the Unit because of adverse market conditions or for other hardships, an Owner may lease his or her Unit lease or have his or her Unit occupied by a person other than one defined as an "Owner" or members of his or her immediate family for a period not to exceed one (1) year. The Owner must notify the Board of Directors of his or her intent to exercise their right to lease or have his or her Unit occupied by a person other than an Owner or his or her immediate family under this provision. The Owner shall provide the Board of Directors with a copy of the lease agreement and the names of all

individuals who shall occupy the Unit. If the Unit has not been conveyed or re-occupied by the Owner at the expiration of the one (1) year period, then at least thirty (30) days prior to the expiration of the one-year period, the Owner may apply to the Board of Directors for a six (6) month extension. Any application for an extension must be in writing and set forth the reasons for requesting the extension. The Board of Directors can consider those requests at a meeting where the Owner applying for the extension may be present and given an opportunity to be heard. The granting of an extension is at the sole discretion of the Board of Directors. Notwithstanding the provisions herein to the contrary, an Owner's right to lease his Unit or cause it to be occupied by a person other than the Owner or his immediate family in accordance with the provisions of this Section shall be exercised only once during his or her ownership of said Unit and any subsequent lease to, or occupancy of, said Unit by a person other than the Owner or his immediate family is prohibited.

If any lease to, or occupancy of, a Unit by a person other than an Owner or his immediate family is made or attempted by any Owner without complying with all of the provisions of this Section, such lease or occupancy shall be subject to each and every remedy given to the Board of Directors under this Declaration and other applicable laws of the State of Illinois. All costs and attorneys' fees incurred by the Association to enforce this Section shall be the responsibility of the

Owner of the Unit at issue and shall be charged to the Owner's account as a common expense and shall be a continuing lien against the property.

NOW THEREFORE, we the undersigned members of the Board of Directors of LAKEWOOD CREEK WEST HOMEOWNERS ASSOCIATION consent to the amendment aforementioned.

Robert Belter 9/18/06
Mitchell & Torres-Turrage 9-28-06

BEING ALL OF THE MEMBERS OF THE BOARD OF DIRECTORS

PREPARED BY:
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