This document prepared by:

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AMENDMENT TO THE GREENS OF OLYMPIA FIELDS DECLARATION

OF RESTRICTIVE COVENANTS FOR TOWNHOME AREA

We, the undersigned, duly qualified members of The Greens of Olympia Fields Townhome Association, Ltd., in accordance with the provisions of Paragraph 1, Page 7 of The Greens of Olympia Fields Declaration of Restrictive Covenants for Townhome Area as recorded in the Nacorder's Office of Cook County, Illinois on February 18, 1988 as Dowment No. 88071237, affecting the real estate described on Rider A attached hereto, hereby agree and consent to amend Pages 1 through 8 of said Declaration. The changes reflected on the amended Declaration shall be indicated by underscored lettering for additions to the Declaration and bold type lettering for deletions. Any language from the Declaration recorded as Document No. 8807123 not appearing on this Amendment shall remain in full force and effect. The Amendments to the Declaration are as follows:

Page 1 shall be amended as follows:

THE GREENS OF OLYMPIA FIELDS TOWNHOME ASSOCIATION, LTD.,

DECLARATION OF RESTRICTIVE COVENANTS

FOR TOWNHOME AREA

DECLARATION, made September 14, 1987, by becoming trust Company, as Successor Trustee to Matteson-Richton Bank, an Illinois banking corporation, as Trustee under Trust Agreement dated June 15, 1987, and known as Trust No. 74-1669 (hereinafter 164erred to as the "Trustee").

WHEREAS, Beverly Trust Company, as Successor Trustee to Matteson-Richton Bank, an Illinois banking corporation, as Trustee under Trust Agreement dated June 15, 1987, and known as Trust No. 74-1669 ("the Trustee"), being the previous oowner of the property legally described on the Rider attached hereto and expressly made a part hereof (hereinafter sometimes referred to as the "Subdivision" "Association Property"), located in the Village of Olympia Fields, Cook County, Illinois, (hereinafter referred to as the "Village"), intends to has subdivided and developed said property as the a single-family attached dwelling area of a residential Planned Unit Development to be and now known as The Greens of Olympia Fields Townhome Association, Ltd., which area shall contains 39 38 townhomes, easements and common aAreas.

STORES TO

WHEREAS, the Trustee desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of all such townhomes, certain easements, detention area and recreational open-space areas in, over and upon the Subdivision, and certain restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Trustee desires and intends that the several owners, mortgagees, occupants and any other persons hereafter acquiring any interest in the Subdivision shall, at all times, enjoy the benefits of, and shall hold their interest subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Subdivision and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW THEREFORE, in order to achieve the aforesaid purposes, the oomers hereby declare that the Subdivision shall be held and conveyed subject to the following covenants, conditions, reservations and rescriptions upon all of the lots therein, which shall inure to the benefit of every oomer of real estate in the subdivision, located upon the Assocation Property, or any interest therein, and which shall run with the land and bind the Trustee and its grantees, successors and assigns and all parties claiming by, through and under them, to wit

GENERAL.

- 1. All of the lots in the Subdivision located on the Association Property (except the common areas) shall be used for single-family residential purposes only, and no boilding erected on any lot therein shall be used for any other purposes. No building shall be erected, altered, placed or permitted to remain, other than attached single-family dwellings (townhomes, not to exceed two stories in height, with attached private garages for not more than two cars. Detached garages are specifically prohibited.
- 2. No noxious or offensive activity shall be carried or in upon the Subdivision Association Property or upon any lot or Common aArea therein, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.
- 3. No lot or adjacent common area shall be used or maintained as a dumping ground for rubbish. Containers for the storage or disposal of trash, garbage or other waste shall not be placed or kept outside of the dwelling units, except on the scheduled pick-up dates, as determined by the Board of Directors of The Greens of Olympia Fields Townhome Association, Ltd. ("Board").



Paragraph 6 on Page 2 shall be amended as follows:

6. Except as otherwise permitted by resolution of the Board. Nno fence of any kind shall be erected, maintained or permitted, other than living natural shrubs or hedges, except those which are or may be required by applicable ordinances of the Village, and a fence along the perimeter of the Subdivision Association Property erected by the Trustee or Townhome Association, and maintained by the Townhome Association.

Paragraph 10 on Page 3 shall be amended as follows:

10. The Trustee shall has caused the Subdivision Association Property to be platted as The Greens Townhomes Subdivision Phase I and Phase II. Said plats of subdivision shall include 39 38 lots on which townhomes will be constructed and common aAreas.

As used is in this Declaration and as designated on said plats of subdivision, the following definitions shall apply:

- a. "Common aArea" or "common areas" means all of the Subdivision Association Property on the attached Rider A, except areas to be platted as Lots 1 through 39 38, and shall include, but shall not be limited to, land designated as and set aside for detertion area, recreational open space, drainage and public utility easements, ingress-egress easements, parking areas and all improvements therein or thereon. Common Areas shall not include any portions of the Association Property or structures located thereon which are intended for any type of independent use by less than all of the members of the association.
- b. "Owner" or "rRecord Symner" means the entity, entities, person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a lot located in on the Subdivision Association Property (excluding the common aArea).

Each oowner shall have an undivided 3/39 1/38 interest in the common ahrea, as tenant in common with all other oowners.

Each oQwner, and the family members, invites, tenants, agents and servants of each oQwner, shall have the right to use and enjoy the cCommon aArea in common with all other oQwners, subject to the limitations and restrictions hereinafter set forth, the easements granted herein or on said plats of subdivision, and such By-Laws, rules and regulations governing uses, occupancy and cortrol of the cCommon aAreas as may be adopted from time to time by the Board. of Directors of the Townhome Association.

Paragraphs 1 and 3 on Page 4 shall be amended as follows:

ARCHITECTURAL REVIEW COMMITTEE

1. Creation

An Architectural Review Committee is hereby created. It shall consist of three members to be appointed by the Trustee Board. The Board shall appoint the members of the Committee pursuant to the procedures set forth in Article VIII, Section 1 of the By-Laws of The Grans of Olympia Fields Townhome Association, Ltd., as amended. The total number of members on the Architectural Review Committee shall be determined from time to time by the Board. The provisions of Article VIII of the By-Laws of The Greens of Olympia Fields Townhome Association, Ltd. shall control all other matters regarding the Acchitectural Review Committee.

In the event of death, incapacity or resignation of any members of the Committee, the Trustee Board, its successor or assigns, shall designate appoint a successor member to serve on the Committee.

3. Procedure

All proposed plans, specifications and other material shall be filed in the office of the Townhome Association described below, with the Board, its successor or assigns, for referral to the Architectural Review Committee. The Architectural Review Committee's approval or disapproval on matters required by this Declaration or the By-Laws of the Association shall be by majority vote of the Committee. A report in writing setting forth the decisions of the Committee and the reasons therefore shall thereafter be transmitted to the applicant by the Architectural Review Committee within 30 days after the date of filing the proposed plans, specifications and other material by the applicant. In the event (a) the Architectural Review Committee fails to approve or disapprove the proposal within 60 days after submission, the final proposed plans, specifications and other material, as required in this Declaration, or (b) no suit to enjoin construction has been filed within three months after commencement of such construction, approval shall not be required and the related requirements of this Declaration shall be deemed to be complied with.

Paragraphs 1, 2, 3, 3(c), 3(d) and 3(f) on Page 5 shall be amended as follows:

Creation and Purposes

There shall be has been formed an Illinois not-for-profit corporation to be known as The Greens of Olympia Fields Townhome Association, Ltd. (hereinafter referred to as the "Association"), whose purposes shall be to insure high standards of maintenance and operation of all Association Pproperty in the Subdivision and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of the Subdivision Association Property and Common Areas.

2. Membership and Voting

Every record commer of a townhome in the Subdivision shall become and be a member of the Association and such member shall be entitled to one vote on each matter submitted to a vote of members for each townhome owned by him/her or it, provided, that where title to a townhome is in more than one person or entity, such co-oomers acting jointly shall be entitled to but one vote. The Trustee shall be entitled to one vote for each townhome for which it holds title.

3. Powers of the Association

The Association's Board of Directors shall have the following powers and duties, in addition to these provided by law:

- (c) To care for and maintain the lawns, trees, shrubs and other plantings in, and remove rubbish from, the lots and common aareas, and to do any other things necessary or desirable in the judgment of the officers of the association Board to keep such areas neat in appearance and in good order. All oowners of townhomes are required to maintain their lots, and if not, the association shall hire the necessary work to be done and charge the owner accordingly, the interior of their townhomes and pay all costs associated therewith. An Owner shall be entitled, subject to Board rules, to do minor plantings on his/her lot.
- (d) To provide for the painting and maintenance of the exterior of the buildings, maintenance of party walls, and maintenance of facilities in the common areas that are not owned or maintained by the Village or utility companies.
- (d) To provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, stain, repair, replace and care for roof, shingles, gutters, downspouts, exterior building surfaces, walks and other exterior improvements, and the Association for itself and its agents is hereby granted the right and easement to enter in and upon all lots and the exterior of the homes thereon for purposes of such maintenance. Such exterior maintenance shall not include the replacement of glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such lot is subject.

To provide such other facilities and services as may be authorized from time to time by the affirmative vote of (f) of the members of the Association acting in 66-2/3% accordance with its bBy-lLaws, provided, however, that any such action so authorized shall always be for the expressed ac use c while of Cook County Clerk's Office purpose of maintaining the Subdivision Association Property as a highly desirable and exclusive residential community.

Property of Cook County Clerk's Office

Paragraphs 4(a), (b), (c) and 6 on Page 6 shall be amended as follows:

4. Method of Providing General Funds

- a. For the purpose of providing a general fund to enable the Association to exercise the powers, fulfill the duties, make and maintain the improvements and render the services herein provided for, the Board of Directors of the Association shall determine for each year the total amount required of such fund for such year and shall levy an annual assessment against each lot in the Subdivision payable in equal monthly quarterly installments, as set forth in the By-Liws of the Association and any amendments thereto. The annual assessment amount shall be determined by the Board prior to the commencement of each calendar year in which the annual assessment is levied.
- In the event of failure of any oowner to pay any assessment on before 30 days following notice to such oowner of such assessment or the scheduled due date thereof, if said due date is later, then such assessment shall become delinquent and shall bear interest at the rate of twelve percent per annum from the due date thereof to the date of payment, and the Association shall have a lien on each lot against which such assessment is levied to secure payment thereof, plus interest When delinquent, payment of both principal and interest may thereafter be enforced against the oowner personally, or as a lien on said lot. It shall be the duty of the Association Board to bring suits to enforce such liens before the expiration thereof payment of delinquent assessments. The Association Board may, at its discretion, record certificates of non-payment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent, and the Association Board shall be entitled to collect from the oowner or oowners of the real property described therein the cost of such recording, which is hereby all reasonable attornays fees and costs of enforcing its rights under this Declaration and which shall hereby be declared to be a lien upon the real estate so described in said certificate. Such cost shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.
- d. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

6. Party Walls

a. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Association Property and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section 6, the general rules of law

regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

- b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- c. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful conduct.
- d. Weatherproofing. Notwithstanding any other provision of this Section, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the recessary protection against such elements.
- e. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- f. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section 6, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Paragraphs 1 and 2 on Page 7 shall be amended as follows:

- All of the covenants, conditions, restrictions and provisions of this Declaration shall continue and remain in full force and effect at all times as against the oQwner of any lot townhome located on the Association Property, in the Subdivision or any other persons and entities claiming an interest therein or affected thereby, regardless of how said owner acquired title, until 2007 on which date these covenants, conditions, June 30, restrictions and provisions shall terminate and thereafter be of no further legal or equitable effect; provided, however, that these covenants, conditions, restrictions and provisions shall be automatically extended for a period of ten years, and thereafter in successive ten year periods, unless on or before the end of the base period or one of such extension periods the record owners of 66 2/3% of the lots in the Subdivision shall by written instrument duly executed and acknowledged by the consenting owners and recorded in the office of the Recorder of Deeds of Cook County, Illinois, revoke, modify, supplement or otherwise amend these covenants, conditions, restrictions and provisions in whole or in part, or declare a termination of the same. certificate by an accredited abstractor or title guaranty company doing business in Cook County, Illinois, as to the record ownership of said lots shall be deamid conclusive evidence thereof with regard to compliance with the provisions of this paragraph. Declaration may be amended, charged or modified by an instrument in writing setting forth such amendment, change or modification, signed by all of the members of the Board and at least two-thirds (2/3) of the members of the Association. Any such amendment. change or modification shall become effective upon the recording of the said written instrument with the Decorder of Deeds of Cook County, Illinois. Upon and after the effactive date of any such amendment to the Declaration pursuant to this paragraph, it said amendment shall be binding upon all parties persons and entities then owning property in the Subdivision, located upon the Association Property, and shall run with the land and bind all persons and entitles claiming by, through or under any one or more of them.
- The Trustee, the Association, the Village and each Sowner or oOwners of any lot in the Subdivision located on the Association Property from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, any of the foregoing covenants, conditions, restrictions or provisions of this Declaration, in addition to the right to bring a legal action for damages. Whenever there shall have been built on any lot in the Subdivision, anything that is located upon the Association Property wherein any structure or part thereof which is and remains in violation of any of the foregoing covenants, conditions, restrictions or provisions for a period of 30 days after actual receipt of written mailing of notice of such violation from the Trustee, Association Board or Village by to the oowner, of such lot, then the Trustee, Association Board or Village shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or

remove the same at the expense of the oowner, and such entry and abatement or removal shall not be deemed a trespass.

All costs incurred by the Trustee, Association, Board Village or lot owner or owners in enforcing any of the foregoing covenants, conditions, restrictions or provisions of this Declaration, including reasonable attorney's fees and costs, shall be paid by the oowners of the lot or lots townhome or townhomes upon which the breach occurs or originates from, and the party incurring such costs the Association shall have a lien upon such lot or lots to secure payment thereof.

No delay, failure or omissions on the part of the Trustee, the Association. Board the Village or the owners of other lots in the Subdivision in exercising any right, power or remedy herein provided, in the event of any breach of the covenants, conditions, restrictions or provisions herein contained, shall be construed as a waiver thereof or acquiescence therein or as a waiver of the right to enforce any covenant, condition, restriction or provisions as to a subsequent breach, and no right of action shall accrue nor painst the count of its fall of these covenants, co. imposing restrictions here.

Notwithstanding the foregoing proving herein shall impose on the village any originate or take any action hereunder. shall any action be brought or maintained by anyone whatsoever against the Trustee, Association or Village or Board for or on account of its failure to bring any action on account of any breach of these covenants, conditions, restriction or provisions, or for

Notwithstanding the foregoing provinions of this Paragraph, nothing herein shall impose on the Village any obligation to exercise any

Paragraphs 3, 4, 5, 6 and 7 on Page 8 shall be amended as follows:

- 3. All covenants, conditions, restrictions, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real lots, townhomes or Association Pproperty, in the Subdivision, and none of said covenants, conditions, restrictions, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under judicial sale, any purchaser at such sale, his or its grantees, heirs, legal representatives, successors or assigns, shall hold any and all such property so purchased or acquired subject to all the covenants, conditions, restrictions, liens and other provisions of this Declaration.
- 4. Trustee reserves the right to vest the Association or any other not-for-profit corporation with all or any of the rights, privileges, powers and duties herein retained or reserved by the Trustee by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the office of the Recorder of Deeds of cook County, Illinois, and Trustee shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit corporation.
- 5 4. Each oowner of a lot in the Publivision townhome located on the Association Property shall file the correct mailing address of such oowner with the Association Board and shall notify the Association Board promptly in writing of any subsequent change of address. The Association Board shall maintain a file of such addresses. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any oowner at the last address filed by such oowner with the Association Board shall be sufficient and proper notice to such cowner wherever notices are required in this Declaration or the Association's By-Laws.
- 6 5. In the event any one or more of the foregoing covenants, conditions, restrictions or provisions shall be held for any reason, by a court of competent jurisdiction, to be invalid or unenforceable, such holding shall not in any manner whatsoever effect, modify, change, abrogate or nullify any of the covenants, conditions, restrictions and provisions not so expressly held to be invalid or unenforceable, but they shall continue unimpaired and in full force and effect, and in the event the provisions hereunder are held void by a court of competent jurisdiction by reason of the period of time herein stated for which the same be effective, then in that event such terms shall be reduced to a period of time which shall not violate the laws of the State of Illinois.
- 7 <u>6</u>. The **Subdivision** <u>Association Property</u> shall be subject to any and all rights and privileges which the Village of Olympia Fields may acquire through dedication or the recording of plats of subdivision as authorized by law.



The Soul .st 1/4 of the Horthest 1/4 (except the East 1/2 of the Horth 8 acres thereof) of Section 13, Township 35 Horth, Range 13 East of the Third Principal Horidian, in Cook County, Illinois, ALSO

The Horth 16.5 Feet of the East 1001.78 Feet of the South East 1/4 of Section 13, Township 15 North, Range 13 East of the Third Principal Heridian, in Cook County, Illinois;

EXCEPT FROM THE ADOVE-DESCRIBED PARCELS THE FOLLOWING DESCRIBED THACT!

A tract of land in the East half of Section 13, Township 35 North, Sange 13, East of the Third Principal Meridian, described as follows: Beginning at the Horthwast corner of Lot 13 in Olympia Woods Subdivision, as recorded April 24, 1953 per Document number 1458308; thence North 0007135% fast 540.41 feet along the West line of the Southeast quarter of the Hortheast quarter of said Section 13; thence South 89036'59" East 150.76 Crat: thence Horth 00 East 173.73 feet; thence Murth 900 East 60 fart, thence South 00 East 69.06 feets thence South 89016:59" East 251 12 (est; thence Horth 0° East 210 feet; thence Horth 89°36'59" West 110.70 feet to the beginning of a curve concave to the Southeast, pening a radius of 140 feet; thence Southwesterly 220.35 feet along sold curve to a nontangent radial line; thouse North 900 West 60 feet to the beginning of nontainent curve concave to the Southeast having a radius 200 feet to which point of bugining a radial line bears North 900 East; thence Hortheasterly 370 5 feet along suid curve to a point of tangent; thence South 89°36'39" East 311.36 feet; then. North 00 West 150 feet to the Southeast corner of the West half of the North 8 acres of the Southeast quarter of the Hortheast quarter of said Section 13; thence South 89040' y" East 662.01 feut along the South line of the North B acres of the Couthrast quarter of the Hortheast quarter of said Section 13 to the East line of the Southeast quarter of the Hortheast quarter of unit Section 13; thence South 00 East 1002.64 feet along last said East line: thence if \$9036159" West 1002.06 along the North lines of Lots 1 through 9 in said Olympia Woods Subdivision and their Easterly prolongation to the East line of Lot 10 in said Olympia Woods Subdivision; thence North 00 East 16.5 feet to the Northeast corner of said Lot 10; thence North 89,736'59; West 324.61 feet along the North line of Lots 10 through 12 in said Olympia Woods Subdivision to the place of buginning, all in Cook County, Illinois.

As evidence of such agreement, we, duly qualified members of The Greens of Olympia Fields Townhome Association, Ltd., consent to the foregoing Amendment at Olympia Fields, Illinois this 141H day of . JANUARY ____, 1990.1

DANIELSON, VERM MARY ANN 20180 ST. ANDREWS DR. PROFFITT, MORRIS & MARY ANN 20170 ST. ANDREWS DR. KOHN, LEONARD & NORMA BACHRACH, ROBERT & ESTHEROSF 20150 ST. ANDREWS DR. SPRINKEL, BERYL & BARBARA 20140 ST. ANDREWS DR. KRALA, HILARY & ALINE COX, KEITH & RUTH SILBERMAN, BURT & BARBARA DECKER, DAVID & MARY ELLEN LAGESTEE, JIM & JOYCE HEAKIN, PATRICIA GREEN, JIM & ELEANOR CARLSTEAD, HAROLD & PHYLLIS MCHENRY, PAUL & PATRICIA SCHWEINFURTH, ROY & LOUISE DREYFUSS, JERRY STENDER, BURTON & PENNY HANNIG, HARRY & DELPHINE HODDENOTT, GLADYS PARKER, GREG & BETTY HOURAN, CHAR

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WARREN, DR. & MRS.

CARRIER, ROBERT & CAROLYN

FISHER, DALE & TERRI

ROMAN, SOL & BETTY

REICHERT, WILLIAM & JERRI

LIPPERT, SEYMOUR & MARSHA

MARX, HELENE

MORRISON, DONALD & HELEN

GOLDSMITH, ROBERT & ANN

MASTANDREA, EMIL & ANN

KEHOE, DON & DONNA

CASE, THOMAS & JANET
LEONI, ROBERT & MARGARET
GORBITZ, MR. & MRS.

NELLIGAN, JOHN & SHARON

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Richton Park, IL 60471
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