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Cook County Recorder 33.50



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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING TO BE
RETURN TO:

Richard J. Skrodzki, Esq.
Goldstine, Skrodzki, Russian,
Nemec and Hoff, Ltd.
835 McClintock Drive
Burr Ridge, IL 60531-6483

COMMON ADDRESS:

91st Street and Wolf Road
Willow Springs, Illinois

FIRST AMENDMENT TO ANNEXATION AGREEMENT

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT ("First Amendment") is made and entered as of the 24th day of June, 1999, pursuant to the provisions of Article XI, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) by and between the Village of Willow Springs, an Illinois municipal corporation located in Cook County, Illinois ("Village") and Windings Investment, L.L.C., an Illinois limited liability company ("Windings Investment").

RECITALS:

A. The Village has heretofore entered into with certain other parties that certain agreement entitled "Annexation Agreement for Approximately 101 Acres East of County Line Road; North and South of 91st Street (Santa Fe)" dated September 15, 1998 and recorded in Cook County, Illinois as document number 08133594 ("Annexation Agreement").

B. Pursuant to the Annexation Agreement the Village has annexed approximately 101 acres of land to the Village and provided for certain development rights and obligations affecting the annexed territory, including that portion of the annexed territory consisting of approximately 52 acres located south of 91st Street and identified in the Annexation Agreement as the Windings project and the Mobile Home Park (collectively the "Windings Project"), the legal description of which 52 acres is attached hereto as Exhibit "A-1".

C. In February, 1999, Windings Investment acquired legal title to the Windings Project and by separate assignment recorded in Cook County, Illinois as document number 99260136 ("Assignment") assumed the rights and obligations of the owner and developer under the Annexation Agreement with respect to the Windings Project only.

D. Windings Investment has prepared final architectural plans for the townhome dwelling units to be constructed as a part of the development of the Windings Project, and has thereby determined the size, configuration and architecture of said dwelling units, including both the 2-story townhome units and "stacked" units as referred to in Paragraph 4.B.(vi) of the Annexation Agreement.

E. Paragraph 4.B.(vi) of the Annexation Agreement provides in pertinent part that, "All townhome units shall be constructed with basements having a 7 foot 10 inch concrete wall height. . .".

F. Windings Investment has designed the second floor stacked units to substantially exceed the minimum square footage required under the Annexation Agreement and to thereby provide ample same floor storage for the second floor stacked unit, alleviating the need for basement storage for such second floor stacked units.

G. In addition, due to the topographical conditions of the Windings Project, many of the townhome buildings will be constructed with "lookout" or "walkout" basements which will utilize concrete and frame wall heights of approximately 9 feet.

H. As a result of the foregoing, Windings Investment is desirous of amending Paragraph 4.B.(vi) of the Annexation Agreement to provide (i) that the second floor stacked units shall not be required to have basement space and that the entirety of the basement area located beneath the stacked units may be conveyed as a part of the first floor stacked unit, at the option of Windings Investment and (ii) the basements constructed with each townhome building shall have a minimum 7 foot 10 inch concrete or concrete and frame wall height.

I. The Village is agreeable to amending the Annexation Agreement as requested by Windings Investment as the same pertains to the Windings Project only, based upon the increase in the minimum square foot area of the second floor stacked unit and the other agreements of Windings Investment as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Village and Windings Investment hereby agree as follows:

1. **RECITALS.** The recitals set forth above are specifically and completely incorporated herein, and made an integral part hereof, as material terms of this First Amendment as if fully set forth herein.

2. **AMENDMENT OF DEFINED TERMS.** All references in the Annexation Agreement to the defined terms "Owner" and "Developer", as the same apply to the Windings Project only, shall hereafter be defined to mean Windings Investment.

3. **AMENDMENT OF PARAGRAPH 4.B.(vi)**. Paragraph 4.B.(vi) of the Annexation Agreement is hereby amended by deleting said paragraph in its entirety and substituting in its place the following:

“(vi) All townhome units, except for second floor stacked units, shall be constructed with basements having a minimum 7 foot 10 inch concrete or concrete and frame wall height. All townhome units shall have a minimum two car garage per townhome unit. The Declaration of Covenants for the townhome units shall prohibit the utilization of garage space for the permanent (being any period of time exceeding 14 days in the aggregate during any twelve month period, subject to extension thereof approved by the homeowners association during renovation or remodeling of the townhome unit) storage in a manner which prevents the parking of two cars in such garage with the garage door closed. No more than four 2-story townhomes shall be attached in any one building. No townhome building shall include more than 6 dwelling units consisting of two 2-story townhome units and 4 “flat-on-flat” or “stacked” units.”

4. **AMENDMENT OF PARAGRAPH 6.A.(v)**. Paragraph 6.A.(v) of the Annexation Agreement is hereby amended by deleting said paragraph in its entirety and substituting in its place the following paragraph:

“(v) Windings Townhome Units - 1,400 square feet on a first floor ranch unit only, 2,000 square feet on a second floor stacked unit only, and 1,650 square feet on all other townhome units.”

5. **AMENDMENT OF PARAGRAPH 25**. Paragraph 25 of the Annexation Agreement is hereby amended by providing that with respect to notices given to Developer, in addition to the recipients identified in the Annexation Agreement the following additional recipients shall be notified:

Windings Investment, L.L.C.
1 N 432 Lytham Court
Winfield, IL 60190
Attn: David J. Faganel, Manager

with a copy to:

Rathje, Woodward, Dyer & Burt
300 E. Roosevelt Road
P.O. Box 786
Wheaton, IL 60189
Attn: Henry S. Stillwell III

6. **ENFORCEMENT OF NO PERMANENT STORAGE IN GARAGE SPACE**. Windings Investment, L.L.C. hereby represents and warrants to Village that, so long as it controls

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the enforcement of the Declaration of Covenants for the Windings Townhomes, it shall diligently and strictly enforce the prohibition against the use of garage space for permanent storage as set forth in Paragraph 4.B.(vi) of the Annexation Agreement.

7. **CONTINUITY OF AGREEMENTS.** The Annexation Agreement shall continue in full force and effect in accordance with the terms and provisions set forth therein, as amended by this First Amendment. All terms defined in the Annexation Agreement shall have the same meaning when utilized herein except as otherwise expressly provided in this First Amendment. This First Amendment is hereby incorporated into and made a part of the Annexation Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

VILLAGE:

VILLAGE OF WILLOW SPRINGS, an Illinois municipal corporation

By: _____

VILLAGE PRESIDENT

Attest: _____

VILLAGE CLERK

DEVELOPER:

WINDINGS INVESTMENT, L.L.C., an Illinois limited liability company

By: _____

DAVID J. FAGANEL, Manager

Property of Cook County Clerk's Office

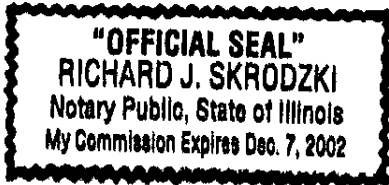
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

99621943

I, Richard J. Skrodzki, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Terrance M. Carr, personally known to me to be the Acting Village President of the Village of Willow Springs, Cook County, Illinois, a municipal corporation, and Sue M. Frederickson, personally known to me to be the Village Clerk of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Village Board of said corporation, as the free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under by hand and official seal this 24th day of June, 1999.



Richard J. Skrodzki
Notary Public

Cook County Clerk's Office

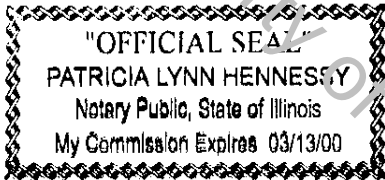
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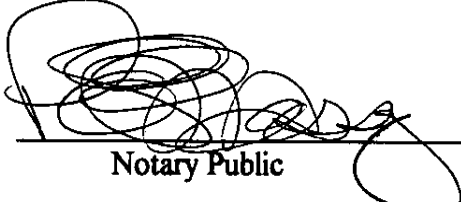
STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

99621943

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that DAVID J. FAGANEL, personally known to me to be the Manager of WINDINGS INVESTMENT, L.L.C., 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 acknowledged that as such Manager, he signed and delivered the said instrument pursuant to authority given by the Members of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of June, 1999.





Notary Public

Property of Cook County Clerk's Office

LEGAL DESCRIPTION OF WINDINGS PROJECT

PARCEL ONE: LOTS 1 THROUGH 46, BOTH INCLUSIVE, AND 54 THROUGH 63, BOTH INCLUSIVE, AND OUTLOTS A AND B IN THE WINDINGS OF WILLOW RIDGE, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 99225273, IN COOK COUNTY, ILLINOIS.

PARCEL TWO: THAT PART OF LOT 3 IN CARRINGTONS SUBDIVISION OF THE NORTH FRACTIONAL SOUTH 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 33 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST QUARTER LINE OF SAID SECTION 6 AND LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF THE RIGHT OF WAY AND LANDS OF THE ATCHINSON, TOPEKA AND SANTA FE RAILWAY CO, AS CONVEYED TO SAID RAILROAD BY WARRANTY DEED RECORDED FEBRUARY 24, 1943 AS DOCUMENT NUMBER 13634610, IN COOK COUNTY, ILLINOIS.

PIN: 23-06-300-003; 23-06-300-004; 23-06-301-001; 23-06-301-002; 23-06-301-003;
23-06-301-001; 23-06-400-002

Cook County Clerk's Office