

AMENDMENT TO
THE ATRIUM TOWNHOMES ASSOCIATION DECLARATION
OF PARTY WALL RIGHTS, EASEMENTS, COVENANTS
AND RESTRICTIONS

This document is recorded for the purpose of amending the Atrium Townhomes Association's Declaration of Party Wall Rights, Easements, Covenants and Restrictions, (hereinafter referred to as the "Declaration") which was recorded with the Recorder of Deeds of DuPage County, Illinois on the 8th day of June, 1972, as Document No. R72-30903, against the real property legally described as follows:

Parcel 1: Lot 1 in Walter Swanson's Assessment Plat of Part of the Southeast quarter of Section 14, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 18, 1959, as Document 927711, in DuPage County, Illinois.

AND

Parcel 2: That part of the Southeast quarter of Section 14, Township 39 North, Range 11, East of the Third Principal Meridian, described by commencing at the Southwest corner of said Southeast quarter and running thence East along the South line of said Southeast quarter 113.35 feet for a place of beginning; thence North 2 degrees 06 minutes East in Salt Creek, 481.96 feet; thence North 43 degrees 25 minutes East in Salt Creek, 124.28 feet; thence North 39 degrees 52 minutes East in Salt Creek, 167.07 feet; thence North 21 degrees 41 minutes West in Salt Creek, 215.11 feet; thence East 219.43 feet to the West line of Lot 1 of Walter Swanson's Assessment Plat aforesaid (being an old line of occupation) thence South 14 degrees 19 minutes East along said West line of Lot 1, aforesaid 928.85 feet in the South line of said Southeast quarter; thence West along said South line, 579.59 feet to the place of beginning, in DuPage County, Illinois.

This Amendment is adopted pursuant to the provisions of Section 1(ii) of Article XII of the aforesaid Declaration. Said Section provides that this type of Amendment, the text of which is set forth below, shall be effective six (6) months after recording, of an instrument signed by Members who have not less than two-thirds of the votes in the Association agreeing to change said Declaration, provided that written notice of the proposed Amendment is sent to every member at least 90 days in advance of said action, and further provided that said Amendment does not change the provisions for amending the Declaration under Article XII.

Article IV, Sections 2, 3 and 4 of the Declaration are hereby amended by deleting the existing Article IV, Sections 2, 3 and 4 and inserting in lieu thereof the following Sections 2, 3, 4 and 6:

RECORDER
DU PAGE COUNTY

R83- 38125

1983 JUN 20 AM 11:45

Samuel J. Salzer

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ARTICLE IV

MAINTENANCE: DAMAGE OR DESTRUCTION

SECTION 2. In the event of defects, damage or destruction of any Townhouse or any portion thereof, including by way of example only and not by way of limitation, any portion of the roof, party walls and exterior masonry walls, including the foundation thereof, gates and fencing, as are located or installed thereon, the Owner or Owners from time to time of any such Townhouse covenant to and shall, within a reasonable time after notice is sent by the Association or its agent, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure or at the Board's discretion, with materials which are in harmony with the existing structure, in strict conformity with all the laws and ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The exterior of such Townhouse, when rebuilt, shall be substantially similar to and of architectural design and conformity with the exterior of the Townhouses which remain standing and are not required to be repaired or rebuilt or at the Board's discretion, shall be a design which is in harmony with the existing architectural design. In the event of a total or substantial destruction of all the Townhouses, the architectural design of the exterior of the Townhouses to be rebuilt and the materials to be used shall be substantially similar in architectural design to the original Townhouses and shall be constructed of comparable materials, or at the Board's discretion, using materials and an architectural design in harmony with the surrounding structures and topography.

SECTION 3. Unless otherwise provided in this Article IV, in the event that any Owner shall fail, within a reasonable time after written notice has been sent by the Association or its agent, to perform any necessary repair or rebuilding, the Association shall, in the manner described in Section 2 of this Article, cause such repairs or rebuilding to be done by such firm, laborers or materialmen as may be chosen by the Association. The Association shall have, and is hereby given, a continuing lien on that Townhouse on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of (a) the costs of such repairs or rebuilding, (b) interest at a rate to be determined by the Board, with said interest running from the date of payment by the Association of such costs, and (c) attorneys' fees and court costs or other expenses or charges actually incurred by the Association in connection therewith; which lien shall bind such Townhouse in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not make prompt payment to the Association in the full amount of the lien, the Association shall have the right to foreclose said lien in the same manner as hereinafter provided in connection with unpaid assessments. The lien of the Association described in this Section 3 shall be subordinate to the lien of any trust deed, mortgage or mortgages which have been placed upon the Townhouse prior to the recording of the lien authorized by this Section. The Association may also bring an action for the sums mentioned in (a), (b) and (c) against the Owner personally obligated to pay the same, and there shall be added to such amount the attorneys' fees and costs incurred by the Association.

SECTION 4. Every Owner shall at all times keep each Townhouse owned by him fully insured for the full insurable replacement cost thereof against loss by fire and other casualties and shall cause the Association to be named as an additional insured under the policy for the purpose of providing funds to be used by the Association in those cases in

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which Owners neglect or refuse to rebuild subsequent to a fire or casualty loss, and upon request by the Association shall deliver to the Association a policy or certificate evidencing such insurance. In the event any Owner fails to provide the Association with a policy or certificate evidencing such insurance the Association may, on behalf of the Owner procure said insurance, and the cost of said insurance shall be charged to said Owner as an additional portion of his periodic assessment.


SECTION 6. Notwithstanding any other provision herein, design defects shall be repaired by the Association and assessed to all Owners as provided in Article VII hereof.

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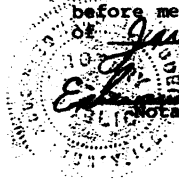
END OF AMENDMENT

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, RONALD NESMITH, being first duly sworn on oath, depose and state that I am the Secretary of The Atrium Townhomes Association and that, according to the books and records of said Association, the foregoing represent the signatures of members entitled to cast at least two-thirds (2/3) of the votes of the members in said Association.


Secretary

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SUBSCRIBED AND SWORN to
before me this 10th day
of June, 1983.

Edward D. Madden
Notary Public

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We, the undersigned, being the Members of the Atrium Townhomes Association, having not less than two-thirds of the votes in the Association, do hereby acknowledge, approve and consent to the preceding Amendment.

Dated: April 18, 1983

Robert M. Magnuson
Owner

WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
TRUSTEE HT NO. 3666
BY George E. Batten
VICE PRESIDENT &
TRUST OFFICER
Owner

Dated: April 18, 1983

Robert M. Magnuson
Owner

WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
TRUSTEE HT NO. 3666
BY George E. Batten
VICE PRESIDENT &
TRUST OFFICER
Owner

Dated: April 18, 1983

George J. Brown
Owner

Austin Bank of Chicago as Trustee under
Trust #5620 and not personally,

By: Jerry D. Hoffing
Trust Officer
Allen H. Brown
Owner

Dated: April 18, 1983

[Signature]
Owner

Owner

Dated: April 18, 1983

Ormond K. Olsen
Owner

George Olsen
Owner

Dated: April 18, 1983

[Signature]
Owner

Owner

Dated: April 18, 1983

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[Signature]
Owner

Shirley L. Jones
Owner

Dated: April 18, 1983

[Signature]
Owner

Owner

Dated: April 18, 1983

[Signature]
Owner

Owner

Dated: April 18, 1983

Maulyn C. Banks
Owner

Stuart Banks
Owner

Dated: April 18, 1983

Linda A. Oleski
Owner

Owner

Dated: April 18, 1983

NOT PERSONALLY BU1 AS
TRUSTEE AT NO. 2866
BY *[Signature]*
GEORGE E. BATTEN
VICE PRESIDENT &
TRUST OFFICER

Robert M. Magnum
Owner

Owner

Dated: April 18, 1983

Cathy Hays
Owner

Owner

Dated: April 18, 1983

Laura Sabelli
Owner

Owner

6

Dated: April 18, 1983

Pat C Zoller
Owner

Owner

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Dated: April 18, 1983

[Signature]
Owner

[Signature]
Owner

R83 - 38125

Dated: April 18, 1983

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Owner

Owner

Dated: April 18, 1983

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Owner

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Owner

Dated: April 18, 1983

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Owner

Owner

Dated: April 18, 1983

[Signature]
Owner

Owner

Dated: April 18, 1983

[Signature]
Owner

[Signature]
Owner

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Dated: April 18, 1983

Ann Burk Owner _____ Owner

Dated: April 18, 1983

Joan Lynn Owner _____ Owner

Dated: April 18, 1983

Virginia Adams Owner _____ Owner

Dated: April 18, 1983

James R. Pasater Owner Carolyn Pasater Owner

Dated: April 18, 1983

Nancy A. Conrad Owner _____ Owner

Dated: April 18, 1983

M L Kotemski Owner _____ Owner

Dated: April 18, 1983

David R. James Owner Shirley R. James Owner

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Dated: April 18, 1983

[Signature]
Owner

Owner

R83 - 38125

Dated: April 18, 1983

[Signature]
Owner

Owner

Dated: April 18, 1983

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Owner

Dated: April 18, 1983

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Owner

Owner

Dated: April 18, 1983

[Signature]
Owner

Owner

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R83-38125

Dated: April 18, 1983

Marian J. Brumby Owner _____ Owner

Dated: April 18, 1983

[Signature] Owner _____ Owner

Dated: April 18, 1983

Donald C. Gally Owner _____ Barbara D. Gally Owner

_____ I (we) DISAPPROVE said Amendment

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Dated: April 18, 1983

[Signature] Owner _____ Owner

Dated: April 18, 1983

[Signature] Owner _____ Gail Michela Kretz Owner

Dated: April 19, 1983

Barbara Stegner Owner _____ Owner

Dated: April 18, 1983

Joyce Capps Owner _____ Owner

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Dated: April 18, 1983

Janet Henningsen
Owner

Owner

Dated: April 18, 1983

James J. Polk
Owner

Owner

Dated: April 18, 1983

J. Phillips
Owner

Owner

Dated: April 18, 1983

Mr. & Mrs. W. J. Laita
Owner Owner

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Dated: April 18, 1983

David Krets
Owner

Margaret Krets
Owner

Dated: April 18, 1983

Edward L. ...
Owner

Owner

Dated: April 18, 1983

Thomas P. ...
Owner

Owner

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Dated: April 18, 1983

John M. Forgas
Owner

Maureen T. Forgas
Owner

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Dated: April 18, 1983

Carol W. Thomson
Owner

Owner

Dated: April 18, 1983

Nicholas Orlando
Owner

Norma Jean Orlando
Owner

Dated: April 18, 1983

Janet A. Wiley
Owner

Owner

Dated: April 18, 1983

Paula Conner Moore
Owner

Owner

Dated: April 18, 1983

Wendell J. Harris
Owner

Dorothy B. Harris
Owner

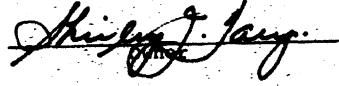
Dated: April 18, 1983

Julia Kintner
Owner

Owner

Dated: April 18, 1983


Owner



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Prepared by

Ridd & Assoc
1030 W. Higgins
Schmuck, IL 60945
Att: Robt. Peltke

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