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PEORIA COUNTY
STATE OF ILLINOIS

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RECORDER OF DEEDS

AMENDMENT TO DECLARATION OF NORTHRIDGE MEADOWS
Peoria County

Prepared by:
Sandra J. Birdsall
Hasselberg, Williams, Grebe & Snodgrass
124 SW Adams, Suite 360
Peoria, IL 61602

After Recording Mail to:
Sandra J. Birdsall
Hasselberg, Williams, Grebe & Snodgrass
124 SW Adams, Suite 360
Peoria, IL 61602

AMENDMENT TO DECLARATION OF NORTHRIDGE MEADOWS TOWNHOME OWNER'S ASSOCIATION AND BYLAWS

This Amendment to Declaration of Northridge Meadows Townhome Owner's Association and Bylaws is made this 9 day of March, 2005, and amends the Declaration of Northridge Meadows Townhome Owner's Association and Bylaws dated April 19, 2001 and recorded as document 01-12031 (the "Declaration").

WITNESSETH:

WHEREAS, the Developer has the right to amend the Declaration pursuant to Article V, Section G.

NOW, **THEREFORE,** the Developer hereby amends the Declaration as follows affecting the property described in Exhibit A attached hereto and made a part hereof:

1. Article III, Paragraph 16 is hereby deleted in its entirety and a new Paragraph 16 is substituted as follows:

16. Encroachments and Easements.

(a) If any part of any Lot encroaches or shall hereafter encroach upon any part of any other Lot, as a result of the construction, repair, or reconstruction of a Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Lot so encroaching so long as all or any part of the Building so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an

encroachment shall in no event be created in favor of any other Owner of a Lot other than the Developer, if any, if such encroachment occurred due to the willful conduct of said Lot Owner.

(b) Easements for public utilities installation and maintenance, including installation and maintenance of necessary underground utilities are reserved as shown on the recorded Plat. The right is hereby granted to all public utilities to install, lay, construct, renew, operate and maintain pipes, conduits, cable wires and related equipment for the underground, with all necessary appliances and related equipment for the purposes of servicing the Property and adjoining property with gas, electricity, water, sewer, telephone service, and cable television, including the right to use the streets and walkways, where necessary, together with the right to enter upon the Lots at all times to install, lay, construct, renew, operate and maintain such pipes, conduits, cables and other appliances and related equipment. Similarly, the right is hereby also granted to use the streets and walkways, where necessary, for public utility equipment; provided the right to use the streets and walkways, where necessary, for public utility purposes is granted upon the condition that such use does not obstruct the same or materially interfere with their use as streets and walkways. No permanent dwelling house or other permanent structure shall be placed on such easements but the same may be used for streets, driveways, sidewalks, gardens, shrubs, landscaping and other purposes that do not interfere with the use of such easements for public utility purposes.

(c) An easement in favor of the Association is hereby granted on which the entry way sign to the Northridge Meadows Townhome Subdivision shall be located. Maintenance and repair of the easement and the sign located upon such easement shall be the responsibility of the Association, and costs related to such maintenance and repair shall be a common expense.

2. Article III is hereby amended to add the following paragraph to Paragraph 1.

Right of Entry. The Association or its officers, agents or employees, shall have the right after reasonable notice to the Lot Owner, to enter any Lot when necessary in connection with any maintenance repair and reconstruction for which the Association is responsible or which the Association has the right to do. Such entry shall be made with as little inconvenience to the Lot Owner as practical, and except in the event of emergency, shall be done upon reasonable notice to the Lot Owner. Any damage caused thereby shall be repaired by the Association as a common expense.

3. Article III, paragraph 7 is amended to read as follows:

Enclosures, Fences, and Pools. No enclosure, fence, fence panel, or privacy screen shall be constructed, erected, or installed on any lot, without the prior written permission of the Developer. All perimeter fencing or fencing enclosing a

swimming pool shall be constructed of black wrought iron, or other materials which simulate the look of black wrought iron, and shall be no higher than 5' high for perimeter fencing or 6' high for pool enclosures. No above ground swimming pools shall be permitted.

3. A new paragraph is added to Article III as follows:

17. Party Walls. Each wall which is built as a part of the original construction of the improvements upon the Lots 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 Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. An easement is hereby granted to each owner of a party wall for the repair and maintenance of the wall.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Lot Owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damage by fire or other casualty, any Lot Owner who has used the wall may restore it, and if the other Lot Owner thereafter makes 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 Lot Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision of this paragraph, a Lot Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any Lot Owner to contribution from any other Lot Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title.

4. Exhibit A of the Declaration of Northridge Meadows Townhome Association, the Bylaws of Northridge Meadows Townhome Association is hereby amended as follows:

Article VI is hereby amended as follows:

A. Delete Paragraph (a) in Section 1 and substitute the following:

1(a) Maintenance and repair of the retention ponds/common areas, entryway berm, bushes and signs and yards and grounds of each unit as described in Article III, 1.B. of the Declaration.

B. Delete Paragraph (c) in Section 3 and substitute the following:

3(c) Maintenance and repair of the retention ponds/common areas, entryway berm, bushes and signs and the grounds of each unit as described in Article III, 1.B. of the Declaration.

Except as specifically amended herein, all other terms and conditions of the Declaration and By-Laws (recorded as Document 01-12031) remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have executed this Amendment on the day written above.

LOK, LLC

Ric L. Krupps, as Managing Member on behalf of LOK, L.L.C. as Owner, Developer and Subdivider of Northridge Meadows Townhomes

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Ric L. Krupps, personally known to me to be the Manager of LOK, LLC and to same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged under oath that he signed, sealed and delivered the said instrument as his free and voluntary act as such Manager, for the uses and purposes therein set forth and on oath stated that he was duly authorized to execute this instrument.

Given under my hand and Notarial Seal this 9th day of March, 2005.

"OFFICIAL SEAL"
Susan M. Hudson
Notary Public, State of Illinois
My Commission Exp. 10/21/2

Susan M. Hudson
Notary Public

Exhibit A

Lots 1-29 and Outlots A and B as shown on the Final Plat of Northridge Meadows recorded June 28, 2000 as Document No. 00-20601 in Plat Book 7 Page 87. A subdivision of a part of the Northeast Quarter of Section Thirty (30), Township Ten (10) North, Range Eight (8) East of the Fourth Principal Meridian, in Peoria County, Illinois.

Tax I.D. Numbers

Lot 1A	09-30-279-020
Lot 1B	09-30-279-021
Lot 2A	09-30-279-007
Lot 2B	09-30-279-008
Lot 3A	09-30-279-018
Lot 3B	09-30-279-019
Lot 4A	09-30-279-016
Lot 4B	09-30-279-017
Lot 5A	09-30-279-014
Lot 5B	09-30-279-015
Lot 6A	09-30-279-012
Lot 6B	09-30-279-013
Lot 7A	09-30-279-010
Lot 7B	09-30-279-011
Lot 8	09-30-279-001
Lot 9A	09-30-228-020
Lot 9B	09-30-228-021
Lot 10A	09-30-228-018
Lot 10B	09-30-228-019
Lot 11A	09-30-228-016
Lot 11B	09-30-228-017
Lot 12A	09-30-228-014
Lot 12B	09-30-228-015
Lot 13A	09-30-228-012
Lot 13B	09-30-228-013
Lot 14A	09-30-228-010
Lot 14B	09-30-228-011
Lot 15A	09-30-228-008
Lot 15B	09-30-228-009
Lot 16A	09-30-226-049
Lot 16B	09-30-226-048
Lot 17A	09-30-226-051
Lot 17B	09-30-226-050
Lot 18A	09-30-226-053
Lot 18B	09-30-226-052
Lot 19A	09-30-226-055
Lot 19B	09-30-226-054
Lot 20A	09-30-226-057
Lot 20B	09-30-226-056
Lot 21A	09-30-226-059
Lot 21B	09-30-226-058
Lot 22A	09-30-278-025
Lot 22B	09-30-278-024
Lot 23A	09-30-278-016
Lot 23B	09-30-278-015
Lot 24A	0930-278-027
Lot 24B	09-30-278-026
Lot 25A	09-30-278-029
Lot 25B	09-30-278-028
Lot 26A	09-30-278-031
Lot 26B	09-30-278-030
Lot 27A	09-30-278-033
Lot 27B	09-30-278-032
Lot 28A	09-30-278-035
Lot 28B	09-30-278-034
Lot 29A	09-30-278-037
Lot 29B	09-30-278-036