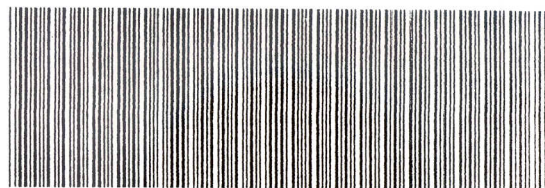


AMENDMENT
TO
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE
WESTLAKE TOWNHOME
OWNERS ASSOCIATION



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

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This Amendment to the Declaration for Westlake Townhome Owners Association, made and entered into this 31st day of August, 2005, by the Board of Directors of the Westlake Townhome Owners Association (hereinafter referred to as the "Board") and adopted and approved by the affirmative vote of the Owners of units in the Westlake Townhome Owners Association (hereinafter referred to as the "Unit Owners"), having, in the aggregate, at least seventy-five percent (75%) of the total vote, at a meeting of the Unit Owners duly called for the purpose of voting on this Amendment.

WITNESSETH:

WHEREAS, by a certain Declaration for the Westlake Townhome Owners Association filed in the Office of the Recorder of Deeds of DuPage County, Illinois on October 14, 1970, as Document Number R70-37279 (hereinafter referred to as the "Declaration"), certain real estate was submitted to said declaration being known as the Westlake Townhome Owners Association. The real estate subject to the Declaration as a result of the recordation of the Declaration is identified and legally described on Exhibit A attached hereto and forming a part hereof; and

WHEREAS, Article X, paragraph 4 of the Declaration sets forth the procedure for amendment, change or modification of the Declaration by a written instrument setting forth the amendment, change or modification, signed and acknowledged by at least seventy-five percent (75%) of the total vote; and

WHEREAS, the Board sent notices to all Unit Owners of the meeting called for the purpose of voting to approve a Declaration Amendment, to restrict the leasing, renting or occupying of the Units, said meeting to be held and a vote of the Unit Owners taken on August 31, 2005; and

WHEREAS, a quorum of Unit Owners and voting members was present at a meeting on August 31, 2005, and a meeting of Unit Owners and voting members was convened at approximately 7:30 p.m. on said date; and

WHEREAS, a vote of the Unit Owners and voting members present was taken, tallied, and announced, and more than seventy-five (75%) of the total vote of the Unit Owners and voting members affirmatively voted for the following Amendment; and

WHEREAS, the Board and Unit Owners deem it desirable to restrict the leasing, renting or occupying of the residential units; and

WHEREAS, the Board and Unit Owners desire to reserve to the Board the authority, in their sole and absolute discretion, to lease or rent units owned or possessed by the Board or the Westlake Townhome Owners Association;

NOW THEREFORE, by this written instrument, signed and acknowledged by a vote of more than seventy-five percent (75%) of the total vote of the Unit Owners and voting members, the Declaration is amended as follows:

Article III of the Declaration is hereby amended by the addition of the following language.

Section 6. Leasing Restricted. (i) Leasing, renting or the occupying by anyone other than the unit owner of residential units is prohibited, except that each unit owner leasing, renting or having a unit occupied by someone other than the unit owner on the date of recordation of this Amendment may continue to lease, rent or have that unit occupied by someone other than the unit owner during that unit owner's remaining period of ownership of that unit, until that unit is sold to a third party. Upon the sale of the unit to a third party, rental, leasing or occupation of that unit by someone other than the unit owner which had been rented, leased, or occupied on the date of recordation of this Amendment will not be allowed. Any unit leased, rented and/or occupied by other than the unit owner on the date of recordation of this Amendment, which is leased, rented or occupied in accordance with the other requirements of this document and the Rules and Regulations, may continue to be leased, rented or occupied by the individual or individuals and their immediate families for so long as they continue to lease, rent or occupy the unit, until the sale, transfer or other disposition of the unit by the owner leasing or renting the unit on the date of recordation of this Amendment, it being the intention hereof that existing tenants and occupants may continue to lease, rent, or occupy the unit they lease, rent, or occupy on the date of recordation of this Amendment, until such time as the unit owner sells, it being further understood that this Amendment does not vest rights in the occupant to a lease, and that occupant's continuing right to lease, rent or occupy may terminate upon termination of the lease or non-renewal thereof by the owner, or upon any other violations of the requirements of this Amendment of the Declaration, By-Laws or the Rules and Regulations. Any unit which was not rented, leased or occupied by someone other than the unit owner on or before the date of recordation of this Amendment, or which was occupied by the owner on or before the date of recordation of this Amendment, may not be rented, leased or occupied by other than the unit owner and whomever the unit owner chooses, provided that the unit owner continues to permanently reside in the unit, for any time period or under any circumstances after the date of recordation of this Amendment, except as otherwise provided herein. All leases, agreements or other documents in effect on or before the date of recordation of this Amendment, and all leases, agreements or other documents in effect thereafter, shall be subject to the Amendment and the Declaration. All lessees, tenants and occupants shall be subject to the Declaration, By-Laws, Amendments and all Rules and Regulations in effect at the time of this Amendment or as amended by the Board from time to time. The Rules and Regulations in effect at the time of this Amendment shall be deemed incorporated herein by this reference and shall be deemed reasonable in all respects by all owners, lessees, occupants, and tenants and by

any court of competent jurisdiction. The Board shall have sole and absolute discretion to determine if a change in ownership, sale of the unit to a third party, a transfer which prohibits further leasing, renting, or occupying, or a change in the tenant(s) leasing, renting, or occupying the unit has occurred with respect to a unit and/or the unit ownership, and the Board's determination shall not be subject to challenge or judicial review and shall be final and binding upon the unit and the unit ownership.

(ii) A Unit shall not be leased or occupied except as allowed or authorized in this Section 6. Units shall be occupied by only the Unit Owner, and whomever the unit owner chooses, provided that the unit owner continues to permanently reside in the unit. No other person may occupy and reside in the Unit except as permitted by this Section 6.

(iii) Units may be leased or rented to a family member of the Unit Owner.

(iv) The Board shall have sole and absolute discretion to waive, modify or eliminate the restrictions, limitations, prohibitions or conditions in subparagraph (i) of this Section 6, in any case to avoid an extreme or undue hardship with respect to only those Unit Owners who own a unit on the date this amendment becomes effective. Any such permitted lease shall be for a period of a minimum of twelve (12) months and not to exceed twenty-four (24) months. No Unit Owner shall be granted permission pursuant to this paragraph more than once during the period of ownership. The Board may charge a reasonable fee for the processing of lease or rental applications to be paid by the Unit Owner. The Board's determination in each case shall be final. No court or other tribunal may consider whether the Board was correct or reasonable in its determination of the presence or absence of undue hardship or whether the Board was reasonable in the exercise of its rights herein. The exercise of the Board's discretion or authority under this Paragraph (iii) shall not be deemed to be or constitute a waiver of the restrictions, limitations, prohibitions or conditions of this Section 6 and shall not under any circumstances prejudice the right of the Board to enforce the restrictions, limitations, prohibitions, or conditions of this Section 6.

(v) Notwithstanding the provisions of subparagraph (i) of this Section 6, with respect to any Unit Ownership in which the Association, or Board has or shall have an interest at any time, the Board shall have the authority to lease such unit ownership or any interest therein or the unit to any person, exempt from and without complying with the lease or rental restrictions or any provision of Section 6 whenever the Board shall determine, in its sole and absolute discretion, that the interest of the Association would be best served thereby, and the Board shall have the authority to lease such Unit to any person.

(vi) Any Unit Owner other than the Board wishing to lease or rent his, her or its Unit as permitted by these provisions shall provide to the Board not less than sixty (60) days' prior written notice of the terms of any proposed lease together with a copy of the proposed written lease or agreement, the names and addresses of the proposed lessee, tenant or occupant and a written application containing sufficient facts showing the hardship to the Unit Owner, and such other information concerning the proposed lessee, tenant or occupant, the Board, in its sole and absolute discretion, may deem necessary. The Board shall have thirty (30) days from the date a complete application is made to provide a determination to the Unit Owner whether the lease application is approved or denied. The determination of the Board shall be final and binding upon the Unit Owner.

(vii) Every lease or agreement permitted by this Amendment shall be in writing and must state that the lease or agreement is subject in all respects to the provisions of the Declaration (and as amended), By-Laws and Rules and Regulations of the Association presently existing or adopted by the Board, and that failure by the lessee, tenant or occupant to comply with the terms thereof shall be a default under such lease or agreement.

(viii) Any lease, rental or occupation of the unit permitted by this Amendment must be for a period of at least twelve (12) months, unless the Board consents in writing to the contrary. No unit may be leased, rented or occupied for business, hotel or transient purposes.

(ix) The Board shall have the authority to adopt from time to time and at its sole discretion such rules and regulations it deems necessary to administer, enforce and supplement the provisions of this Section 6, but the absence of any such rules and regulations shall not prevent the Board from administering or enforcing the provisions of this Section 6.

(x) In the event that a Unit or any interest therein is leased, rented or occupied in violation of this Section 6, such lease, rental or occupation shall be void, and the Board shall have the right to enforce the restrictions, limitations, prohibitions or conditions set forth in this Section 6 by any proceeding at law or in equity, and may pursue any or all of the remedies set forth in the Declaration, By-Laws and Rules and Regulations. All expenses of the Board or Association incurred in connection with enforcement of this Section 6, or with such actions and proceedings including all attorneys' fees incurred prior to, during and after such actions or proceedings and including court costs, other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against the defaulting Owner, and shall be added to and deemed a part of the Owner's respective share of the common expenses, and the Board shall have a lien for all

of the same upon the Unit and the Owner and upon all of the Owner's personal property in the Unit or located elsewhere on the property.

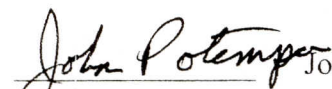
Article III of the Declaration is hereby amended by the addition of the following language.

Section 7. Any person or persons previously convicted of a felony within the past five (5) years, where the offense involved conduct that involved or would affect the health, safety and welfare of residents is prohibited from leasing a unit. The Board may perform, at its expense, a criminal background check or investigation on a tenant should the need arise as a result of that tenant's behavior and activities.

The Owners acknowledge that it may be difficult to obtain all signatures on a single copy of this Amendment. In order to simplify recording of this Amendment, and reduce costs, the Board is hereby granted the power and authority to detach signature pages from copies of this Amendment which have been signed and to consolidate all signature pages and affidavit pages on a single copy to be recorded with the Recorder of Deeds.

IN WITNESS WHEREOF, the undersigned Board members have hereunto set their hands and seals the day and date first written above.

BOARD OF DIRECTORS OF WESTLAKE TOWNHOME OWNERS ASSOCIATION



John Potempa

President



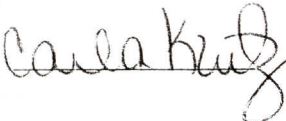
George Wedel

Vice President



Bill Podgorski

Secretary

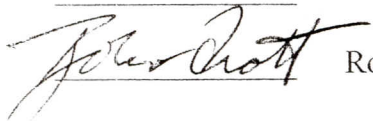


Carla Kurtz

Director

Paul Hageli

Director



Robert Trott

Director

Dan Alexander

Director

STATE OF ILLINOIS)
)SS
COUNTY OF DuPAGE)

I, a Notary Public, in and for the County of DuPage and State of Illinois, do hereby certify that George F. Mudd, Robert Cott, John Potempa, Carla Kueh and _____, all members of the Board of Directors of the Westlake Townhome Owners Association, personally known to me to be the same persons whose names are subscribed as members of said Board of Directors, appeared before me this day in person and acknowledged that they signed said instrument as their free and voluntary act for the use and purpose therein set forth.

GIVEN my hand and notarial seal this 31st day of August, 2005.

Jodi L. Dabrowski
NOTARY PUBLIC




STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

AFFIDAVIT OF SECRETARY

I, being first duly sworn on oath, depose and state that I am the Secretary of the Westlake Townhome Owners Association and that on August 31, 2005, a meeting of the Unit Owners of the Association was duly called, convened, and conducted to vote on an amendment to the Declaration to limit, restrict, or prohibit leasing, that Unit Owners and voting members constituting at least seventy-five percent (75%) of the total vote of the Association cast an affirmative vote in favor of the Amendment at that meeting.

IN WITNESS WHEREOF, I have set my hand and seal of the corporation this 31st day of August, 2005.

CORPORATE
SEAL

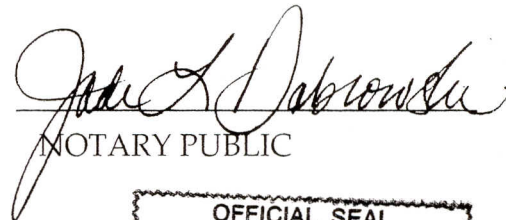


SECRETARY

William E. Podgorski

Printed Name

SUBSCRIBED AND SWORN to before me
this 31st day of August, 2005.



NOTARY PUBLIC



Prepared by: Dickler, Kahn, Slowikowski & Zavell, Ltd.
 85 W. Algonquin Road, Suite 420
 Arlington Heights, IL 60005