

MAY 2012
AMENDMENT TO:

DECLARATION FOR THE
GLENS OF CONNEMARA
Document No. 0628518042



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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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Prepared by and return to:

John P. Cooney
Cooney Corso Varney & Moynihan, LLC
4925 Indiana Avenue Ste 101
Lisle IL 60532

AMENDMENT TO THE DECLARATIONS FOR THE GLENS OF CONNEMARA

This Amendment to the Declarations for the Glens of Connemara ("Amendment") having been approved by the Declarant, Homewerks-Lemont, LLC, an Illinois Limited Liability Company ("Declarant"), and adopted by the Voting Members of the Glens of Connemara Homeowner Association ("HOA") and the Board of Directors of the HOA:

WHEREAS, on October 12, 2006, the Declarant filed with the Cook County Recorder of Deeds the Declaration for the Glens of Connemara, as Document No. 0628518042 ("Declaration"), which attached to and ran with real property as set forth in Exhibit A attached hereto by references; and on June 7, 2010, an Amendment to the Declarations for the Glens of Connemara ("Amendment to Declaration") was filed with the Cook County Recorder of Deeds as Document No. 1015818047, which attached to and ran with said real property;

WHEREAS, the Declaration provided the Declarant special rights, all voting rights at meetings of the members and other rights as set forth in the Declaration;

WHEREAS, on May 1, 2012, the Declarant held a meeting of the Board of Directors and the Annual Meeting of the Voting Members of the HOA; and

WHEREAS, in the best interest of the members rights and that of the Declarant to amend the Declaration so as to provide for the general purpose and intent of the Declaration and restrictive covenants set forth therein, including the use and enjoyment of all owners and the aesthetics of the HOA and subdivision.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Section 9.03 is hereby amended by modifying the minimum floor area of ranch and two-story homes. No Home shall be erected or maintained on the Premises unless the floor area of the Home is at least 1800 square feet for a ranch-style Home (one-story) and 2,600 square

feet for a two-story Home. All multi-level floor plans shall also have a minimum first floor area of 1,100 square feet. The remaining provisions of Section 9.03 shall remain.

2. The foregoing amendment is being made in response to the recent change in the area's economic situation and shall constitute a permanent and unchangeable provision of the Declarations. It is designed to increase home ownership while maintaining the integrity of the Premises and Development.

3. Pursuant to the rights provided to the Declarant the following sections are amended and or adopted to correct any errors, omissions, ambiguities or inconsistencies including inconsistencies between the Declarations and the By-Laws.

- a. Pursuant to intent of the Declarations and By-Laws, Section 6.02 of the Declarations are hereby amended by deleting the sentence:

The Declarant shall not be obligated to pay any Community Assessments to the Association prior to the Turnover Date.

And shall be replaced with the following sentence:

The Declarant shall not be obligated to pay any Community Assessments or Special Assessments (or any other charge or assessment of any kind or nature) so long as the Declarant is vested or controls title to any portion of the Development Area or holds title to any Lot; which shall be included as one of the Declarant's rights as set forth in the Declarations.

- b. Section 11.03 shall be adopted as follows:

Notwithstanding any provision in the Declaration or in the By-Laws, the Association and the Board shall not have the power or duty to act in any way which materially impairs the development of the Development or the Annexation Parcel, as contemplated in the Declaration, or which impairs or infringes Trustee and/or Developer's/Declarant's rights set forth in the Declaration or in these By-Laws, including but not limited to voting rights, Declarant's right to appoint a Director, Declarant's exemption from payment of Community Assessments, Special Assessments or other assessments or charges.

The Declarant, so long as it maintains ownership in a Lot(s) or Home(s) shall have the inalienable right to use the Lot or Home as the Declarant deems appropriate and reasonable, including the right for use as a model home, rental property or other legal use. So long as the Declarant retains title and ownership in any Home or Lot, the Association and Board, and all subsequent Boards, shall be prohibited from commencing suit or bringing a cause of action to challenge the Declarant's rights as set forth in the Declaration and/or By-Laws. The Association and Board, and all subsequent Boards, shall not by an amendment to the Declaration, By-Laws, or by the promulgation of any rules, regulations or by-laws, impinge upon, impair, infringe or limit the Declarant's rights as enumerated in the Declaration and/or By-Laws. In the event the Association,

Board, or subsequent Board, brings an action to challenge the rights of the Developer or Declarant, the Association hereby agrees to pay all costs and expenses, including but not limited to the reasonable attorney's fees incurred by the Declarant or Developer in defending such action. The Association, the Board and all subsequent Boards, shall not amend, change, modify or rescind this provision at any time or any of the Declarant's rights in the Declaration and/or By-Laws without the express written consent of the Declarant.

c. Section 2 of the Amendment to Declaration, which amended section 9.04 of the Declaration is hereby stricken and the phrase "vinyl siding" is re-inserted into Subparagraph 9.04(b).

WHEREAS the Declarant and all Voting Members of the HOA has executed this Amendment to the Declaration for the Glens of Connemara on this day May 8, 2012.

Declarant:
Homewerks-Lemont, LLC
an Illinois Limited Liability Company

Voting Member:
Homewerks-Lemont, LLC
an Illinois Limited Liability Company

By: *Vince Allegra*
Vince Allegra, pres. VIAN, Inc.
as Member

By: *Vince Allegra*
Vince Allegra, pres. VIAN, Inc.
as Member

Attest:
Board of Directors:
Vince Allegra member
Vince Allegra, Board member

Frank A. Dimperio, Jr.
Frank A. Dimperio, Jr., Board member

John P. Cooney
John P. Cooney, Board member

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned Notary Public, in and for said County, in the State aforesaid, do hereby certify that Vincent P. Allegra, personally known to me to be the President Vian Corp, an Illinois corporation which is the Manager of Homewerks-Lemont, LLC, an Illinois Limited Liability Company, and whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President of the Manager of the Declarant and Voting Member, he signed and delivered the said instrument of writing in such capacities as its free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day May 8, 2012

OFFICIAL SEAL
JOHN P. COONEY
Notary Public - State of Illinois
My Commission Expires May 13, 2014

OFFICIAL SEAL
JOHN P. COONEY
Notary Public - State of Illinois
My Commission Expires May 13, 2014

[Signature]
Notary Public