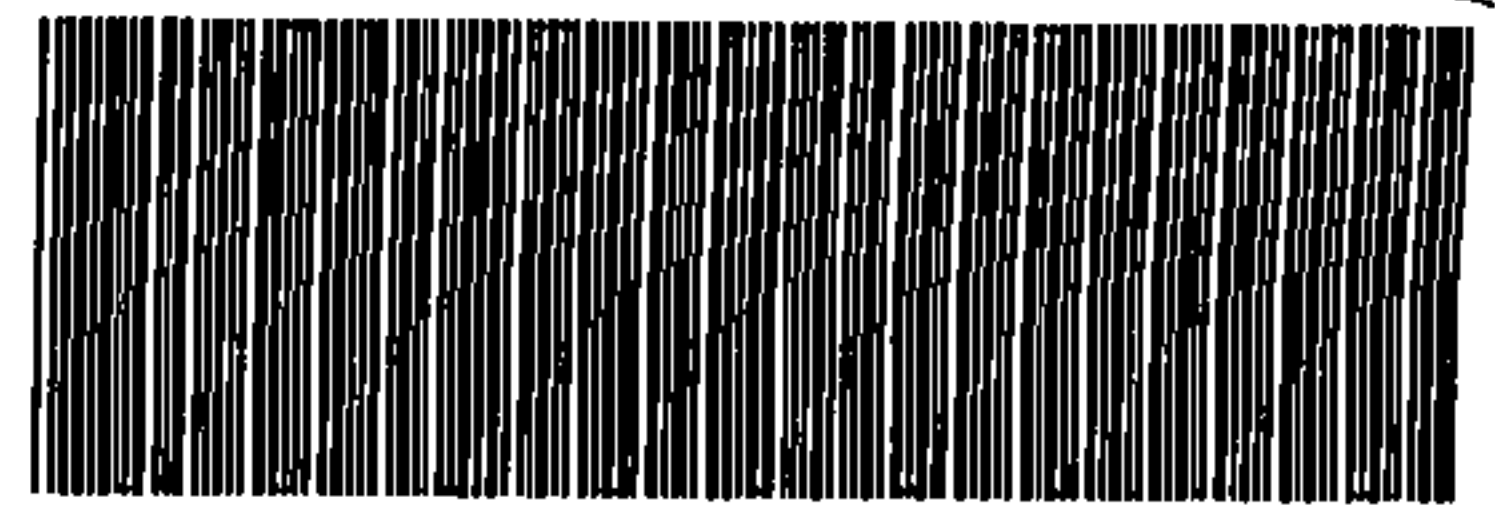




FRED BUCHOLZ

DUPAGE COUNTY RECORDER

SEP. 21, 2009

RHSP 12:06 PM

OTHER

08-16-418-001

006 PAGES

R2009-145031

**DECLARATION OF CONDOMINIUM
AND BY-LAWS
FOR
THE TRAILS AT ABBEYWOOD CONDOMINIUMS
LISLE, ILLINOIS**

AMENDMENT

**ARTICLE VI
POWERS AND DUTIES OF THE ASSOCIATION AND BOARD**

Common Address(es): 2210, 2220, 2226, 2230, 2234, 2238, 2240, 2246, 2250, 2252, 2254, 2256, 2258, 2260, 2264 and 2268 Abbeywood Drive, Lisle, IL (see attached)

Permanent Index Number(s): 08-16-418-001 thru 08-16-418-096 (see attached)

Amendment to recorded document: **R2006-118173**

This instrument prepared by and after recording mail to:

(The Trails at Abbeywood
2230 Abbeywood Drive, #G
Lisle, IL 60532)

Property Address(es)/Permanent Index Number(s)(PIN):

Address	PIN
2210-A Abbeywood Drive, Lisle, IL	08-16-418-001
2210-B Abbeywood Drive, Lisle, IL	08-16-418-002
2210-C Abbeywood Drive, Lisle, IL	08-16-418-003
2210-D Abbeywood Drive, Lisle, IL	08-16-418-004
2210-E Abbeywood Drive, Lisle, IL	08-16-418-005
2210-F Abbeywood Drive, Lisle, IL	08-16-418-006
2220-A Abbeywood Drive, Lisle, IL	08-16-418-025
2220-B Abbeywood Drive, Lisle, IL	08-16-418-026
2220-C Abbeywood Drive, Lisle, IL	08-16-418-027
2220-D Abbeywood Drive, Lisle, IL	08-16-418-028
2220-E Abbeywood Drive, Lisle, IL	08-16-418-029
2220-F Abbeywood Drive, Lisle, IL	08-16-418-030
2226-A Abbeywood Drive, Lisle, IL	08-16-418-031
2226-B Abbeywood Drive, Lisle, IL	08-16-418-032
2226-C Abbeywood Drive, Lisle, IL	08-16-418-033
2226-D Abbeywood Drive, Lisle, IL	08-16-418-034
2226-E Abbeywood Drive, Lisle, IL	08-16-418-035
2226-F Abbeywood Drive, Lisle, IL	08-16-418-036
2230-A Abbeywood Drive, Lisle, IL	08-16-418-079
2230-B Abbeywood Drive, Lisle, IL	08-16-418-080
2230-C Abbeywood Drive, Lisle, IL	08-16-418-081
2230-D Abbeywood Drive, Lisle, IL	08-16-418-082
2230-E Abbeywood Drive, Lisle, IL	08-16-418-083
2230-F Abbeywood Drive, Lisle, IL	08-16-418-084
2234-A Abbeywood Drive, Lisle, IL	08-16-418-085
2234-B Abbeywood Drive, Lisle, IL	08-16-418-086
2234-C Abbeywood Drive, Lisle, IL	08-16-418-087
2234-D Abbeywood Drive, Lisle, IL	08-16-418-088
2234-E Abbeywood Drive, Lisle, IL	08-16-418-089
2234-F Abbeywood Drive, Lisle, IL	08-16-418-090
2238-A Abbeywood Drive, Lisle, IL	08-16-418-091
2238-B Abbeywood Drive, Lisle, IL	08-16-418-092
2238-C Abbeywood Drive, Lisle, IL	08-16-418-093
2238-D Abbeywood Drive, Lisle, IL	08-16-418-094
2238-E Abbeywood Drive, Lisle, IL	08-16-418-095
2238-F Abbeywood Drive, Lisle, IL	08-16-418-096
2240-A Abbeywood Drive, Lisle, IL	08-16-418-037
2240-B Abbeywood Drive, Lisle, IL	08-16-418-038
2240-C Abbeywood Drive, Lisle, IL	08-16-418-039
2240-D Abbeywood Drive, Lisle, IL	08-16-418-040
2240-E Abbeywood Drive, Lisle, IL	08-16-418-041
2240-F Abbeywood Drive, Lisle, IL	08-16-418-042
2246-A Abbeywood Drive, Lisle, IL	08-16-418-043

2246-B Abbeywood Drive, Lisle, IL	08-16-418-044
2246-C Abbeywood Drive, Lisle, IL	08-16-418-045
2246-D Abbeywood Drive, Lisle, IL	08-16-418-046
2246-E Abbeywood Drive, Lisle, IL	08-16-418-047
2246-F Abbeywood Drive, Lisle, IL	08-16-418-048
2250-A Abbeywood Drive, Lisle, IL	08-16-418-049
2250-B Abbeywood Drive, Lisle, IL	08-16-418-050
2250-C Abbeywood Drive, Lisle, IL	08-16-418-051
2250-D Abbeywood Drive, Lisle, IL	08-16-418-052
2250-E Abbeywood Drive, Lisle, IL	08-16-418-053
2250-F Abbeywood Drive, Lisle, IL	08-16-418-054
2252-A Abbeywood Drive, Lisle, IL	08-16-418-055
2252-B Abbeywood Drive, Lisle, IL	08-16-418-056
2252-C Abbeywood Drive, Lisle, IL	08-16-418-057
2252-D Abbeywood Drive, Lisle, IL	08-16-418-058
2252-E Abbeywood Drive, Lisle, IL	08-16-418-059
2252-F Abbeywood Drive, Lisle, IL	08-16-418-060
2254-A Abbeywood Drive, Lisle, IL	08-16-418-061
2254-B Abbeywood Drive, Lisle, IL	08-16-418-062
2254-C Abbeywood Drive, Lisle, IL	08-16-418-063
2254-D Abbeywood Drive, Lisle, IL	08-16-418-064
2254-E Abbeywood Drive, Lisle, IL	08-16-418-065
2254-F Abbeywood Drive, Lisle, IL	08-16-418-066
2256-A Abbeywood Drive, Lisle, IL	08-16-418-067
2256-B Abbeywood Drive, Lisle, IL	08-16-418-068
2256-C Abbeywood Drive, Lisle, IL	08-16-418-069
2256-D Abbeywood Drive, Lisle, IL	08-16-418-070
2256-E Abbeywood Drive, Lisle, IL	08-16-418-071
2256-F Abbeywood Drive, Lisle, IL	08-16-418-072
2258-A Abbeywood Drive, Lisle, IL	08-16-418-073
2258-B Abbeywood Drive, Lisle, IL	08-16-418-074
2258-C Abbeywood Drive, Lisle, IL	08-16-418-075
2258-D Abbeywood Drive, Lisle, IL	08-16-418-076
2258-E Abbeywood Drive, Lisle, IL	08-16-418-077
2258-F Abbeywood Drive, Lisle, IL	08-16-418-078
2260-A Abbeywood Drive, Lisle, IL	08-16-418-019
2260-B Abbeywood Drive, Lisle, IL	08-16-418-020
2260-C Abbeywood Drive, Lisle, IL	08-16-418-021
2260-D Abbeywood Drive, Lisle, IL	08-16-418-022
2260-E Abbeywood Drive, Lisle, IL	08-16-418-023
2260-F Abbeywood Drive, Lisle, IL	08-16-418-024
2264-A Abbeywood Drive, Lisle, IL	08-16-418-013
2264-B Abbeywood Drive, Lisle, IL	08-16-418-014
2264-C Abbeywood Drive, Lisle, IL	08-16-418-015
2264-D Abbeywood Drive, Lisle, IL	08-16-418-016
2264-E Abbeywood Drive, Lisle, IL	08-16-418-017

2264-F Abbeywood Drive, Lisle, IL	08-16-418-018
2268-A Abbeywood Drive, Lisle, IL	08-16-418-007
2268-B Abbeywood Drive, Lisle, IL	08-16-418-008
2268-C Abbeywood Drive, Lisle, IL	08-16-418-009
2268-D Abbeywood Drive, Lisle, IL	08-16-418-010
2268-E Abbeywood Drive, Lisle, IL	08-16-418-011
2268-F Abbeywood Drive, Lisle, IL	08-16-418-012

Legal Description:

UNITS 2210A-F; 2220A-F; 2226A-F; 2230A-F; 2234A-F; 2238A-F; 2240A-F; 2246A-F; 2250A-F; 2252A-F; 2254A-F; 2256A-F; 2258A-F; 2260A-F; 2264A-F AND 2268A-F IN THE TRAILS AT ABBEYWOOD CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN COLLEGE GREEN, BEING A RESUBDIVISION OF PART OF LOT 1 OF ABBEYWOOD RESUBDIVISION AT GREEN TRAILS, A RESUBDIVISION OF LOTS 1 AND 2 IN ABBEYWOOD AT GREEN TRAILS, BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 1986 AS DOCUMENT R86-010509, IN DUPAGE COUNTY, ILLINOIS.

AMENDMENT

ARTICLE VI POWERS AND DUTIES OF THE ASSOCIATION AND BOARD

Section 8. Default in Payment.

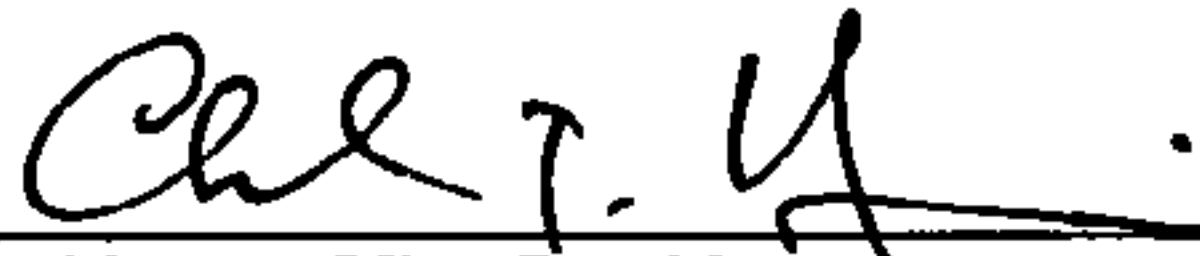
- (a) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to the remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as provided by law and for any default of any Unit Owner, tenant, invitee or guest, and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

Shall be amended to state:

- (a) If a Unit Owner is in default in the **full** monthly payment of the aforesaid charges or assessments for thirty (30) **calendar** days, the Association may assess a service charge of **\$50.00 per assessment for every thirty (30) calendar days assessment is past due. The Association may also retroactivity assess a \$50.00 service charge per assessment for every thirty (30) calendar day period the full monthly assessment is past due.** In addition to the remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as provided by law and for any default of any Unit Owner, tenant, invitee or guest, and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

AFFIDAVIT

In acknowledgment that the necessary affirmative votes of the members of the Association have been obtained, we hereby attest that the above Amendment to Article VI, Section 8 entitled "Default in Payment" has been approved and passed on August 18th, 2009.



President or Vice President



Secretary

SUBSCRIBED and SWORN to before me
this 18th day of August, 2009.



Notary Public

