

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
ADD-ON PROPERTY  
HUNT CLUB UNIT 2  
ST. CHARLES, ILLINOIS

90K10799

THIS SECOND AMENDMENT TO DECLARATION, hereinafter referred to as the "Second Amendment" is made and entered this 5<sup>th</sup> day of February, 1990, by NBD TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO BANK OF WHEATON, as Trustee under Trust Agreement dated November 23, 1987, and known as Trust Number 5042-WH, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant caused a certain Declaration of Covenants, Restrictions and Easements, Hunt Club Unit 1, St. Charles Illinois, dated January 25, 1989, to be recorded in Kane County Illinois on February 1, 1989, as Document Number 1955899 hereinafter referred to as the "Declaration"; and

*Handwritten:* Order on Original  
REORDER

REC'D MAR -2 AM 9:00

RECORDS  
KANE COUNTY, ILL.

WHEREAS, Declarant amended the Declaration pursuant to that certain First Amendment to Declaration of Covenants, Restrictions and Easements, Hunt Club Unit 1, St. Charles, Illinois, dated March 2, 1989, recorded March 3, 1989 as Document Number 1960831 in Kane County, Illinois, hereinafter referred to as the "First Amendment"; and

WHEREAS, Article VII of the Declaration provides for the authority of Declarant to from time to time add additional real property to the Declaration, and submit all or any portion of the Add-On Property, as defined in the Declaration, to the Declaration to be bound by the terms and provisions thereof; and

WHEREAS, Declarant is the legal owner of fee title to the real estate legally described in Exhibit "A" attached hereto (hereinafter referred to as "Hunt Club Unit 2"); and

WHEREAS, Hunt Club Unit 2 consists of a portion of the Add-On Property; and

WHEREAS, Declarant is desirous of adding Hunt Club Unit 2 to the Declaration and submitting the same to the terms and provisions thereof, subject to such additional covenants and restrictions as are hereinafter set forth; and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in Hunt Club Unit 2, or in any portion thereof, shall at all times hold their interests subject to the rights, priorities,

*Mail to:* PLANNING OFFICE  
CITY OF ST. CHARLES  
2 EAST MAIN ST.

*Handwritten:* 223

easements, covenants, conditions, restrictions, liens, and charges as set forth in the Declaration, First Amendment, and this Second Amendment, all of which are declared to be in furtherance of a plan to promote and protect the attributes of Hunt Club Unit 2 for the use and enjoyment of the residents and owners thereof, and each of which shall inure to the benefit of and pass with Hunt Club Unit 2, and each and every parcel thereof.

NOW, THEREFORE, Declarant hereby declares that Hunt Club Unit 2 is, and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, easements, charges, and liens as set forth in the Declaration, First Amendment, and this Second Amendment, all as set forth and incorporated herein, sometimes hereinafter collectively referred to as "Covenants".

## ARTICLE I

### ADD-ON PROPERTY SUBJECT TO DECLARATION

That portion of the Add-On Property as defined in the Declaration which is, and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration, First Amendment, and this Second Amendment is located in the City of St. Charles, County of Kane, State of Illinois, and is legally described in Exhibit "A" attached hereto. Notwithstanding the foregoing, the property described within the aforesaid Exhibit "A" which is owned or will be owned by the City of St. Charles shall not be subject to the terms set forth herein except as otherwise expressly provided in the Declaration, First Amendment, or this Second Amendment.

## ARTICLE II

### AMENDMENT OF SUBJECT PROPERTY

The definition of the "Subject Property" as set forth in Article I and Section 16 of Article III of the Declaration is hereby amended to include Hunt Club Unit 2 as legally described in Exhibit "A" attached hereto. All references to the Subject Property throughout the Declaration, First Amendment, and this Second Amendment shall hereafter be deemed to include Hunt Club Unit 2, without limitation to or exclusion of the real estate otherwise included within the Subject Property as defined in the Declaration. All of the terms and provisions of the Declaration, as amended by the First Amendment, shall, upon the recordation of this Second Amendment, automatically become binding upon and constitute covenants running with Hunt Club Unit 2 and each of the subdivided lots contained therein, and shall be deemed incorporated herein by reference as though fully set forth herein.

## ARTICLE III

### ADDITIONAL RESTRICTIONS

In addition to the covenants and restrictions set forth in the Declaration and incorporated herein pursuant to the provisions of Article II of this Second Amendment, Declarant hereby declares and establishes the following additional covenants and restrictions with respect to Lots 283 and 284 contained within Hunt Club Unit 2:

**Section 1. Brick Exterior Fronting Huntington Road.** Buildings constructed on Lots 283 and 284, excluding children's playhouses and gazebos, shall be constructed with an exterior of face brick on those portions of such buildings which front on Huntington Road.

**Section 2. Approval of Building Location and Initial Landscaping.** The location of buildings constructed on Lots 283 and 284, and the initial landscaping of said lots, shall be subject to the approval of the beneficial owner ("Beneficiary") of Harris Bank St. Charles (formerly known as State Bank of St. Charles), as Trustee under Trust Agreement dated February 1, 1988 and known as Trust Number LT-1949 (hereinafter referred to as "Trust LT-1949"), which approval shall not be unreasonably withheld. Requests for such approval shall be submitted in writing to Beneficiary in care of Shodeen, Inc., 13 South Seventh Street, Geneva, Illinois 60134. Each such request for approval shall set forth the name and address of the party requesting the approval, and shall attach a copy of the plans identifying the location of the building and/or the initial landscaping, as the case may be, for which approval is requested. Failure of Beneficiary to deliver its written denial of the approval requested to the requesting party at the address set forth in the request for approval within thirty (30) days following the date of delivery of such request shall constitute the Beneficiary's irrevocable approval of such request. All requests for approval and responses thereto shall be delivered personally or by U.S. Mail, certified, return receipt requested, postage prepaid, and shall be deemed delivered on the day of personal delivery or the date of postmark. The written approval of any plan submitted in accordance with the provisions of this Section 2 by an officer or authorized representative of Shodeen, Inc. shall be conclusive evidence of compliance with and satisfaction of the approval requirements as set forth in this Section 2. Once building and/or landscaping plans have been approved, no material changes may be made thereto prior to the termination of said right of approval as provided in Section 3 of this Article III, without first complying with the provisions of this Section 2.

**Section 3. Limitations on Amendment/Termination.** Notwithstanding the provisions of Section 3 of Article VIII of the Declaration, entitled "Amendment", any attempt to amend, alter,

terminate, or delete the provisions of Article III of this Second Amendment shall be of no force or effect unless the document purporting to effectuate such amendment, alteration, termination, or deletion is executed by Trust LT-1949 or Shodeen, Inc. on behalf of Beneficiary. Beneficiary's rights of approval as set forth in Section 2 of this Article III shall automatically terminate and be of no further force or effect for each of said Lots upon the issuance of the occupancy permit for such principal structure and the installation of the initial landscaping for such Lot.

#### ARTICLE IV

##### EASEMENTS

**Section 1. Public Utility, Drainage and Storm Water Retention Easements.** Pursuant to the Final Plat for Hunt Club Unit 2, recorded in Kane County, Illinois, the 2<sup>ND</sup> day of MARCH, 1990 as Document Number 90K10797, Declarant has granted certain easements for public utilities, drainage and storm water detention to the City and other named common carriers and franchisees of the City. Said easements are identified by dashed lines on the Hunt Club Unit 2 Final Plat, with designation of "P.U. & D.E." and similar nomenclature. Pursuant to said easements, the City and other parties benefitted thereby shall have the perpetual right, privilege and authority to utilize the easement premises in the manner set forth on the Hunt Club Unit 2 Final Plat, and each owner of a lot within Hunt Club Unit 2 shall maintain the easement premises located on his lot and keep the same clear of unpermitted obstructions, all as specified on and required under the Final Plat for Hunt Club Unit 2.

**Section 2. Easements to Run with Land.** All easements and rights on or with respect to any lot within Hunt Club Unit 2 are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, the City, and any owner, occupant, purchaser, mortgagee, and other person having an interest in any lot upon which such easement is located, and its or his heirs, grantees, successors, and assigns.

#### ARTICLE V

##### ADDITIONAL STORM WATER RETENTION/DETENTION FACILITIES

Lots 95, 111, 127, and 128 in Hunt Club Unit 2 are impressed with storm water retention and/or detention easements, and shall be subject to the terms and provisions set forth under Article VI of the Declaration. The Special Service Area, as defined under Section 2.a. of Article VI of the Declaration, has been established pursuant to City of St. Charles, Illinois Ordinance No. 1990-M-2, entitled "AN ORDINANCE ESTABLISHING CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, SPECIAL SERVICE AREA NO. 8 (THE HUNT

Club)", and the Subject Property, and such additional portions of the Add-On Property from time to time hereafter submitted to the Declaration shall be subject to and comply with the provisions of said Ordinance.

## ARTICLE VI

### GENERAL PROVISIONS

**Section 1. Defined Terms.** All capitalized terms utilized herein shall have the same meaning given them under the Declaration, as amended by the First Amendment, except as otherwise provided herein.

**Section 2. Continuity of Documents.** Nothing contained in this Second Amendment shall be construed to amend, alter, limit, or expand the terms and provisions of the Declaration with respect to its application to the Subject Property as originally defined in the Declaration. The additional covenants and restrictions set forth in Article III of this Second Amendment shall only be binding upon and effect Lots 283 and 284 of Hunt Club Unit 2. In all other respects, the terms and provisions of the Declaration, First Amendment, and this Second Amendment shall apply with equal force and effect to the Subject Property, as that term has been redefined under the provisions of this Second Amendment, except to the extent otherwise expressly provided in any of said documents.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, acknowledged, and attested by its undersigned, duly authorized officers on the day and date first above written.

NBD TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO BANK OF WHEATON, as Trustee under Trust Agreement dated November 23, 1987, and known as Trust Number 5042-WH

By: *Ray E. Lewis*

Title: Vice President & Trust Officer

Attest: *Alvin C. Howard*

Title: Senior Vice President & Trust Officer

Prepared by and mail to:

Henry S. Stillwell III  
Rathje, Woodward, Dyer & Burt  
203 East Liberty Drive  
P. O. Box 786  
Wheaton, Illinois 60189

This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, not individually but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

STATE OF ILLINOIS) SS  
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gary E. Crocus, Vice President & Trust Officer, and Albert C. Keatz, Senior Vice President & Trust Officer, of NBD Trust Company of Illinois, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Senior Vice President & Trust Officer then and there acknowledged that as custodian of the corporation, he did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of February, 1970.

Donna May Saelinger  
Notary Public

OFFICIAL SEAL  
Donna May Saelinger  
Notary Public, State of Illinois  
My Commission Expires 5/1/80

MORTGAGEE CONSENT

This Second Amendment is hereby consented to on the date first above written by Home Federal Savings and Loan Association, in its capacity as mortgagee of record against Hunt Club Unit 2.

HOME FEDERAL SAVINGS AND LOAN  
ASSOCIATION

By: C. Steven Sjogren  
C. Steven Sjogren  
Title: President

Attest: Catherine M. VanVleet  
Catherine M. VanVleet  
Title: Assistant Secretary



STATE OF ILLINOIS)  
 ) SS  
 COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County,  
 in the State aforesaid, do hereby certify that  
C. Steven Sjogren, President, and  
Catherine M. VanVleet, Assistant Secretary, of Home  
 Federal Savings and Loan Association, who are personally known to  
 me to be the same persons whose names are subscribed to the  
 foregoing instrument as such officers, appeared before me this day  
 in person and acknowledged that they signed and delivered the said  
 instrument as their own free and voluntary act and as the free and  
 voluntary act of said corporation, for the uses and purposes  
 therein set forth; and the said Assistant Secretary then and  
 there acknowledged that as custodian of the corporation, she did  
 affix the corporate seal of said corporation to said instrument as  
her own free and voluntary act and as the free and voluntary act  
 of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of  
February, 1990.

"OFFICIAL SEAL"  
 DEVONNE GETZELMAN  
 Notary Public, State of Illinois  
 My Commission Expires 5/11/93


  
 Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF HUNT CLUB UNIT 2

LOTS 96-116 INCLUSIVE, LOTS 112-126 INCLUSIVE, LOTS 129-132 INCLUSIVE, LOTS 134-291 INCLUSIVE IN THE HUNT CLUB UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 23, THE NORTHWEST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 40 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1990 AS DOCUMENT NUMBER 90K10797 IN KANE COUNTY, ILLINOIS.

SCHEDULE OF EXHIBITS

Exhibit "A":        Legal Description of Hunt Club Unit 2