

**AMENDMENT TO THE  
DECLARATION OF  
PARTY WALL RIGHTS,  
COVENANTS,  
CONDITIONS,  
RESTRICTION AND  
EASEMENTS FOR THE  
TOWNES OF FOX  
CHASE HOMEOWNERS  
ASSOCIATION**

2005K140764

SANDY WEGMAN  
RECORDER - KANE COUNTY, IL

RECORDED: 11/23/2005 10:01AM  
REC FEE: 299.00 RHPSP FEE: 10.00  
PAGES: 135

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements (hereafter the "Declaration") for the Townes of Fox Chase Homeowners Association, (hereafter the "Association"), which Declaration was recorded on July 29, 1993, as Document Number 93 K 56736, in the Office of the Recorder of Deeds of Kane County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to the provisions of Article XI, Section 11.03 of the aforesaid Declaration. Said section provides that the Declaration may be amended by an instrument in writing, signed and approved by at least seventy-five (75%) percent of the total votes. No amendment is effective until recorded.

**RECITALS**

**WHEREAS**, by the Declaration recorded in the Office of the Recorder of Deeds of Kane County, Illinois, the Property has been subjected to the covenants contained therein; and

**This document prepared by and after  
recording to be returned to:**

**KERRY T. BARTELL**  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 - 847/537-0500

**WHEREAS**, the Board of Directors and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

**WHEREAS**, the following Amendment has been approved by all of the members of the Board, as evidenced on Page 4 of this Amendment ; and

**WHEREAS**, the following Amendment has been approved by the Unit Owners having at least seventy-five percent (75%) of the total ownership, as evidenced by the attached ballots and petitions; and

**NOW, THEREFORE**, the Declaration for the Townes of Fox Chase Homeowners Association is hereby amended in accordance with the text which follows (deletions are struck out, additions are underlined):

**1. Article III, Section 3.03 of the Declaration is hereby amended by including the following at the end of the paragraph:**

The Association shall conduct its annual election in November of each year for the purpose of electing the Board of Directors, and such other business that come before the Association. The Board of Directors shall determine the date, time and place of such annual meeting. Notice of the annual meeting shall be mailed to all owners no less than ten (10) nor more than thirty (30) days prior to the date of the annual meeting.

**2. Article IX of the Declaration is hereby amended by adding the following provision as Section 9.09 of the Declaration:**

Leasing of Units. Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is prohibited, and all Units must be owner-occupied, except as hereinafter provided:

(a) Those Units that are leased on the effective date of this Amendment may continue to be leased until the current lease expires, unless said lease is terminated by either party thereto prior to the expiration of the lease term. A copy of all current leases must be on file with the Board of Managers. Said units must then be in compliance with this provision.

(b) Under no circumstances may a lease be for a period of less than one (1) year.

(c) Under no circumstances may less than the entire unit be leased by an owner, nor may an owner lease certain rooms in a unit to a resident to the exclusion of other residents in the unit, nor may any Unit be leased for transient or hotel purposes.

(d) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of one (1) year on such reasonable terms as the Board may establish.

(1) Such permission may be granted by the Board only upon written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application.

(2) The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding.

(3) Any lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.

(4) Any request by an Owner for an extension of the hardship waiver shall comply with the same requirements as dictated above.

(e) This Section 9.09 shall not apply to the rental or leasing of units to the immediate family members of the Owner, regardless of whether there is a written lease or other memorandum. "Immediate family members" shall be defined as parents and children, grandchildren of an Owner. In addition, owners shall be permitted to have caretakers to aid with a disability.

(g) This Section 9.09 shall not apply to various types of domestic assistance in which the owner also resides in the unit, including but not limited to, medical care assistants, live-in maids, and nannies.

(h) The Board of Directors of the Association shall have the right to lease any Association owned Units or any Unit of which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

(i) Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(i) In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including

but not limited to the right to maintain an action for possession against the Unit Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(k) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(l) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

**2. This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Kane County, Illinois.**

**3. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.**



NOW THEREFORE, the Declaration is hereby amended in accordance with the text which follows:

1. Article IX of the Declaration shall be amended by adding the following provision as Section 9.10 of the Declaration:

No Owner or Occupant shall construct a hot tub, sauna, jacuzzi, swimming pool or the like, of any type or size, whether permanent or temporary, on any of the Lots.

2. The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Kane County, Illinois.
3. Except to the extent expressly set forth herein, the remaining provisions of the Declaration shall remain in full force and effect.

**END OF TEXT OF AMENDMENT**

**CERTIFICATION**

We, the undersigned, as Board members of the Townes of Fox Chase Homeowners Association do hereby authenticate the Ballot attached hereto and further certify that these pages represent the required percentage of unit owner approval to amend the Declaration of Party Wall Rights, Covenants, Conditions and Restrictions for the Townes of Fox Chase.

*David Sullivan*  
PRESIDENT

12/28/06  
DATE

*Linda Schuch*  
SECRETARY

12/28/06  
DATE

Subscribed and Sworn to before me this  
28<sup>th</sup> day of DECEMBER - S E A 2006  
DAWN L. MOODY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/7/2007  
*DM*  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KANE )

We, the undersigned, as Members of the Board of Directors of the Townes of Fox Chase Homeowners Association established by the aforesaid Declaration, by our signatures below do hereby acknowledge and execute the foregoing Second Amendment to the Declaration of Party Wall Rights, Covenants, Conditions and Restrictions for the Townes of Fox Chase.

EXECUTED this 28th day of December 2006

[Signature]  
PRESIDENT

[Signature]  
SECRETARY

TREASURER

[Signature]  
BOARD MEMBER

[Signature]  
BOARD MEMBER

Subscribed and Sworn to before me this 28th day of December, 2006.

"OFFICIAL SEAL"  
DAWN L. MOODY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/7/2007  
Notary Public

CERTIFICATION



EXHIBIT A

LEGAL DESCRIPTION

Lots 1 thru 87 of the Townes of Fox Chase, St. Charles, Kane County, Illinois.

<u>PIN NO.</u>	<u>ADDRESS</u>
09-23-461-001	1620 Waverly Circle, St. Charles, Illinois 60174
09-23-461-012	1620 Waverly Circle, St. Charles, Illinois 60174
09-23-461-013	1622 Waverly Circle, St. Charles, Illinois 60174
09-23-461-016	1624 Waverly Circle, St. Charles, Illinois 60174
09-23-461-017	1626 Waverly Circle, St. Charles, Illinois 60174
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09-23-461-021	1628 Waverly Circle, St. Charles, Illinois 60174
09-23-461-022	1634 Waverly Circle, St. Charles, Illinois 60174
09-23-461-023	1632 Waverly Circle, St. Charles, Illinois 60174
09-23-461-024	1702 Waverly Circle, St. Charles, Illinois 60174
09-23-461-025	1704 Waverly Circle, St. Charles, Illinois 60174
09-23-461-026	1708 Waverly Circle, St. Charles, Illinois 60174
09-23-461-027	1706 Waverly Circle, St. Charles, Illinois 60174
09-23-461-028	1710 Waverly Circle, St. Charles, Illinois 60174
09-23-461-029	1712 Waverly Circle, St. Charles, Illinois 60174
09-23-461-030	1714 Waverly Circle, St. Charles, Illinois 60174
09-23-461-031	1716 Waverly Circle, St. Charles, Illinois 60174
09-23-461-014	1718 Waverly Circle, St. Charles, Illinois 60174
09-23-461-015	1720 Waverly Circle, St. Charles, Illinois 60174
09-23-462-001	Common Area
09-23-463-001	Common Area
09-26-128-012	1105 Adar Court, St. Charles, Illinois 60174
09-26-128-013	1107 Adar Court, St. Charles, Illinois 60174
09-26-128-014	1103 Adar Court, St. Charles, Illinois 60174
09-26-128-015	1103 Adar Court, St. Charles, Illinois 60174
09-26-128-016	1101 Adar Court, St. Charles, Illinois 60174
09-26-128-017	1101 Adar Court, St. Charles, Illinois 60174
09-26-128-018	1111 Adar Court, St. Charles, Illinois 60174
09-26-128-019	1109 Adar Court, St. Charles, Illinois 60174
09-26-131-001	Common Area
09-26-131-002	Common Area
09-26-132-001	Common Area
09-26-206-019	1816 Waverly Circle, St. Charles, Illinois 60174
09-26-206-020	1814 Waverly Circle, St. Charles, Illinois 60174
09-26-206-021	1806 Waverly Circle, St. Charles, Illinois 60174
09-26-206-022	1808 Waverly Circle, St. Charles, Illinois 60174
09-26-206-023	1802 Waverly Circle, St. Charles, Illinois 60174

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09-26-206-033 1904 Waverly Circle, St. Charles, Illinois 60174  
09-26-206-034 1902 Waverly Circle, St. Charles, Illinois 60174  
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09-26-206-036 1910 Waverly Circle, St. Charles, Illinois 60174  
09-26-206-037 1102 Adare Court, St. Charles, Illinois 60174  
09-26-206-038 1104 Adare Court, St. Charles, Illinois 60174  
09-26-206-039 2016 Waverly Circle, St. Charles, Illinois 60174  
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09-26-206-041 1906 Waverly Circle, St. Charles, Illinois 60174  
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09-26-207-007 2017 Waverly Circle, St. Charles, Illinois 60174  
09-26-207-008 2015 Waverly Circle, St. Charles, Illinois 60174  
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09-26-207-015 1717 Waverly Circle, St. Charles, Illinois 60174  
09-26-207-016 1719 Waverly Circle, St. Charles, Illinois 60174  
09-26-207-017 2013 Waverly Circle, St. Charles, Illinois 60174  
09-26-207-018 2011 Waverly Circle, St. Charles, Illinois 60174



2006K140861

SANDY WEGMAN  
RECORDER - KANE COUNTY, IL

RECORDED: 12/29/2006 1:35 PM  
REC FEE: 85.00 RHSPS FEE: 10.00  
PAGES: 64

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF KANE )

*pd*

Document Prepared by &  
When Recorded Mail to:  
Knuckles, Keough & Moody P.C.  
1001 East Chicago Avenue - Suite 103  
Naperville, IL 60540  
(630) 369-2700

**THIRD AMENDMENT TO THE DECLARATION OF PARTY WALL RIGHTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE  
TOWNES OF FOX CHASE**

This document is recorded for the purpose of amending the Declaration of Party Wall Rights, Covenants, Conditions and Restrictions for the Townes of Fox Chase, which was recorded as Document No. 93 K 56736 in the Office of the Recorder of Deeds of Kane County, Illinois, as subsequently amended.

This Amendment is adopted pursuant to the provisions of Article XI, Section 11.03 of the aforesaid Declaration. This Section provides that the Declaration may be amended by an instrument in writing, signed and approved by at least seventy-five percent (75%) of the total votes. It shall become effective upon recording, in the Office of the Recorder of Deeds of Kane County, Illinois, being an instrument in writing setting forth the change, provided the same is executed by the Board of Directors of the Association.

**RECITALS**

WHEREAS, this organization is a not-for-profit corporation organized and existing under the law of the State of Illinois; and

WHEREAS, the affairs of this corporation are managed by its Board of Directors; and

WHEREAS, this corporation and its Board of Directors are responsible for managing certain real estate in the County of Kane, State of Illinois, which real property is subject to the provisions of the Declaration of Party Wall Rights, Covenants, Conditions and Restrictions for the Townes of Fox Chase, which was recorded as Document No. 93 K 56736 in the Office of the Recorder of Deeds of Kane County, Illinois, as subsequently amended (hereinafter "Declaration"); and

WHEREAS, this Declaration Amendment has been executed by the Board of the Association and language approved in writing by the acknowledged signatures of at least seventy-five percent (75%) of the unit owners subject to the Declaration, all in compliance with the Declaration.

*64*

*95*

NOW THEREFORE, the Declaration is hereby amended in accordance with the text which follows:

1. Article VI, Section 6.06 is hereby amended to include the following language at the end of the paragraph:

The Association shall be entitled to collect from any Unit Owner in default on the payment of assessments any and all fees incurred by the Association's management company, as a direct result of the management company's efforts to collect assessments from the defaulting Owner.

2. The effective date of this Amendment shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Kane County, Illinois.
3. Except to the extent expressly set forth herein, the remaining provisions of the Declaration shall remain in full force and effect.

**END OF TEXT OF AMENDMENT**

We, the undersigned, as Board members of the Townes of Fox Chase Homeowners Association do hereby authenticate the Ballot attached hereto and further certify that these pages represent the required percentage of unit owner approval to amend the Declaration of Party Wall Rights, Covenants, Conditions and Restrictions for the Townes of Fox Chase.

*[Signature]*  
PRESIDENT

12/28/06  
DATE

*[Signature]*  
SECRETARY

12/28/06  
DATE

Subscribed and Sworn to before me this  
20<sup>th</sup> day of December, 2006.

"OFFICIAL SEAL"  
DAWN L. MOODY  
NOTARY PUBLIC, STATE OF ILLINOIS  
NOTARY COMMISSION EXPIRES 8/7/2007

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KANE )

We, the undersigned, as Members of the Board of Directors of the Townes of Fox Chase Homeowners Association established by the aforesaid Declaration, by our signatures below do hereby acknowledge and execute the foregoing Third Amendment to the Declaration of Party Wall Rights, Covenants, Conditions and Restrictions for the Townes of Fox Chase.

EXECUTED this 28<sup>th</sup> day of December 2006

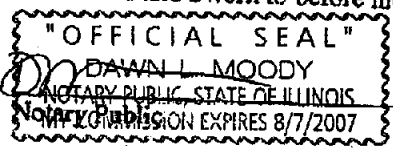
[Signature]  
PRESIDENT

[Signature]  
SECRETARY

\_\_\_\_\_  
TREASURER  
[Signature]  
BOARD MEMBER

[Signature]  
BOARD MEMBER

Subscribed and Sworn to before me this 28<sup>th</sup> day of December, 2006.



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