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SANDY WEGMAN
RECORDER - KANE COUNTY, IL

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**AMENDMENT NO. 4 TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR TANGLEWOOD HILLS**

This document prepared by and mailed to:

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This Amendment to the Declaration of Covenants and Restrictions for Tanglewood Hills is made this 6th day of December, 2010, by the Oliver-Hoffmann Corporation, an Illinois Corporation, (hereinafter referred to as "Covenantor").

WITNESSETH:

WHEREAS, the Covenantor is or was the owner of the real property commonly known as Tanglewood Hills and legally described in Article I, Section 1 of the Declaration, recorded in Kane County on March 1, 2000 as Document No. 2000K014958 and which legal descriptions are incorporated herein by reference, (hereinafter referred to as "Development Tract");

WHEREAS, the Covenantor reserved the ability to amend the Declaration in Article IX, Section 3.

NOW THEREFORE, the Oliver-Hoffmann Corporation, as Covenantor hereby amends the Declaration as follows:

1. The first sentence of the third paragraph of Article III, Section 6 is hereby amended to reduce the percentage of votes constituting a quorum of Members from fifty percent (50%) of the total votes to twenty-five percent (25%) of the total votes.

2. The one time charge to the initial occupant of a home specified in the third paragraph of Article IV, Section 3 is increased from \$100.00 to \$250.00

3. Article V, Section 1, shall be amended to provide that a list of allowable plantings shall be chosen and maintained by the Homeowners Association.

4. The Private Open Space Areas referenced in Article V, Section 3 shall be maintained in accordance with the terms of the Second Amendment to Tanglewood Hills Annexation Agreement recorded on August 24, 2010 as Document No. 2010K054829. Additionally, Article V, Section 3 as amended shall be revised to read as follows:

The Homeowners Association will have the sole responsibility of maintaining and managing the private open space areas and Association funds will be used to provide such maintenance. The maintenance by the Association will consist, at a minimum, of periodic restoration of the plant material, including prairie grasses burn offs as needed. The burn offs shall be done in accordance with all applicable laws, rules and regulations including the guidelines of the Illinois Environmental Protection Agency. Further, the Association will provide written notice of the anticipated weeks when burn offs will occur to the residents and the Batavia Fire District at least seven (7) days in advance of the earliest expected date of burn off. The City of Batavia shall have the right, but not the duty, to go upon any portion of the Property to maintain and/or repair or replace such amenities, if they are not suitably maintained, as determined by the City.

5. Article VI, Section 2.1(j) shall be amended to read as follows:

All mailboxes shall be installed and maintained in good repair in accordance with Exhibit C attached hereto.

6. Article VII, Section 1 shall be amended to read as follows:

All lots containing natural easement areas must comply with the following:
The natural easement area is approximately the rear 20 feet of the affected lots. The plantings allowed within this area are on file with the Board of the Homeowners Association. No permanent structures, including fences, lighting, sheds, pools, gazebos, or similar structures, are allowed in the natural easement area.

7. Article VII, Section 4 shall be amended to provide that recreational vehicles may be temporarily parked on a lot with the prior written permission of the Homeowners Association. The temporary period shall not exceed the number of days contained in the approval of the Homeowners Association.

The following shall be added at the end of Article VII, Section 4:

No motorized vehicles of any kind are allowed to be operated on the paths or open space areas.

8. Article VII, Section 6, shall be amended to provide that signs (other than "For Sale" or "For Rent" signs) may be temporarily displayed on a lot with the prior written permission of the Homeowners Association. The temporary period for these signs shall not exceed the number of days contained in the approval of the Homeowners Association.

9. Article VIII shall be amended by deleting all references to annual memberships. The Homeowners Association shall not sell annual memberships.

10. Article IX, Section 2 shall be amended to provide for any recording in Kane County, Illinois.

IN WITNESS WHEREOF, Oliver-Hoffmann Corporation has caused this Amendment No. 4 to the Declaration of Covenants and Restrictions for Tanglewood Hills to be executed by its legally authorized officers, whose signatures are hereunto subscribed, and to affix its corporate seal on the day first above written.

OLIVER-HOFFMANN CORPORATION

By: 
Camille O. Hoffmann, President

STATE OF Illinois)
COUNTY OF DePue) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that CAMILLE O. HOFFMANN, personally known to me to be the President of the OLIVER-HOFFMANN CORPORATION, an Illinois Corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President, she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of December, 2010.

John F. Philipchuck
Notary Public

