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EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/14/2020 11:20 AM PG: 1 OF 2

THIRD AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF FONTENAY TOWNHOME SUBDIVISION

This THIRD AMENDMENT is made by the Fontenay Townhome Association (the "Association"), and 2/3rds of the Owners of the undivided interest in the Common Elements of the Association and with the approval of the Village of Palatine, whose approval is provided under Article VII Section F, all subscribed below.

RECITALS

- A. WHEREAS, the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision was recorded in Cook County, Illinois on July 12, 2004, as Document No. 0419449110, as amended from time to time (the "Declaration"); and
- B. WHEREAS, the Association, the Owners and the Village of Palatine desire to further amend the Declaration pursuant to and in accordance with Article VII, Section F; and
- C. WHEREAS, Article VII Section F of the Declaration provides that at least 2/3rds of Owners, along with the approval of the Village of Palatine, is required to amend the Declaration; and

COOK COUNTY RECORDER OF DEEDS
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- D. WHEREAS, this Third Amendment shall be effective upon recordation of such instrument in the office of the Recorder of Cook County, Illinois; and
- E. WHEREAS, this Third Amendment has been approved by the Unit Owners having at least two-thirds (2/3) of the total vote at a special meeting called for that purpose; and
- F. WHEREAS, this Third Amendment has been approved by the Village of Palatine; and
- G. WHEREAS, an affidavit by the Secretary of the Association is attached hereto, certifying that all holders of first mortgages of record have been notified by certified mail of this change, modification or rescission, and such mailing is made a part of this instrument;

NOW THEREFORE, the Association, Unit Owners and Village of Palatine do hereby amend the Declaration as previously amended as follows:

1. **Article II, Section C is hereby deleted in its entirety and replaced with the following language:**

C. VOTING.

The Association shall have one class of voting membership. All members shall be Owners entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Subject to the above, neither the Association nor the Board shall be responsible for determining the validity of multiple votes cast by persons based upon joint Ownership of a single Lot, and no such multiple vote shall be counted unless and until a single vote is presented by such persons.

2. **Article IV, Section A shall be deleted in its entirety and replaced with the following language:**

A. ASSOCIATION OBLIGATIONS.

The Association, on behalf of all Owners, will manage and maintain the Common Areas, and all improvements thereon, including all drainage facilities and improvements, all as fully set forth and described in the Plat. The obligation of the Association set forth herein and as relates to the foregoing specifically includes, but is not limited to, insuring and maintaining the proper functioning and operation of the Common Areas and keeping same in good repair, and in a safe and clean condition; and the replacement and restoration, when necessary, of any and all improvements thereon consistent with good engineering and property management, and the discharge of any and all other obligations as set forth in the ordinance and resolution adopted by the Village of Palatine authorizing the FONTENAY Townhome Development. The Association shall specifically be responsible for: the

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care, maintenance, repair, replacement and reconstruction of Lot A as depicted on the Plat and all structures and improvements contained within any portion of Lot A; control of erosion; the care, maintenance, repair, replacement and reconstruction of subdivision signage; all Common Area landscaping; the maintaining and mowing of grass and the cutting of weeds within the Common Areas; the removal of snow from the private streets following any two (2) inch snowfall; and the replacement of trees, shrubs and other plant material as needed in the Common Areas from time to time to maintain the integrity of the subdivision landscape plan.

Prior approval from the Village Manager must be obtained before making any alterations or changes of a permanent nature in the Common Areas. In the event the Association fails to satisfactorily perform said responsibilities, the Village may, but shall not be obligated to do so, and the costs thereof may be recorded as a lien on the title to all the Lots within the Development, which may be foreclosed by court action initiated by the Village in any manner provided for in the Illinois Code of Civil Procedure or other applicable law. In addition to the foregoing remedy, the Village may pursue any other remedy or right provided by law including but not limited to an action at law against the Owner or Owners of record of such Lots.

The Association shall also be responsible for, as a common expense, the maintenance, repair and replacement of the following exterior portions of any Home including but not limited to:

- (1) roof;
- (2) cedar siding;
- (3) brick siding;
- (4) chimney brick except when failure or repair of the flue/lining causes damage to, or failure of, chimney brick;
- (5) fascia;
- (6) soffits, soffit vents, attic soffit vent baffles;
- (7) concrete window nose sills;
- (8) steel window header jambs;
- (9) exterior trim;
- (10) gutters, downspouts; and
- (11) coach lights, the maintenance and repair of which is limited to unit housing only and excludes all glass and electrical.

Notwithstanding the foregoing responsibilities, the Association shall not be responsible for any portion of the Home under the sheathing/decking of any Home, or otherwise the interior of the Home, including but not limited to rafters, interior component parts under the sheathing/decking, or any other interior structural components.

Notwithstanding the foregoing responsibilities, the Association shall not be responsible for interior damage resulting from exterior failure or damage caused by failure of any building component, internal or external, that is not the responsibility of the Association as specified, unless otherwise required by law.

3. Article IV, Section B shall be deleted in its entirety and replaced with the following language:

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B. OWNER OBLIGATIONS.

Except as otherwise specifically provided in this Declaration, Owners shall, at their own expense, keep any Lot owned by him, and all improvements thereon, including any portion of a creek, drainage area or watercourse, in a clean, healthy and safe condition, free of debris, and shall perform all necessary maintenance, landscaping, maintenance of landscaping and external care and maintenance of any building and improvements to a degree and in a manner consistent with good property management standards for a residential community of the character and quality of Fontenay Townhome Development. Failure to maintain the Lot or improvements as provided herein gives the Association, after written notice to the Owner, the right (but not the obligation) to enter said Lot for the purpose of correcting deficiencies set forth in the notice. Any and all costs incurred by the Association shall become a special assessment upon such Lot.

- 4. Article IV, Section D shall be deleted in its entirety and replaced with the following language:**

D. BUDGET AND ASSESSMENTS.

- (1) On or before December 1st of each year commencing in the year that the first annual meeting of the Association is held, and pursuant to the By-Laws of the Association, the Board shall hold a meeting or meetings:
 - i. To estimate the expenses of the Association for the following calendar year and the appropriate reserves for contingencies and replacements;
 - ii. To determine the amount to be assessed against each Lot, which annual assessment shall be on an equal basis per Lot; and
 - iii. To establish the date or dates on which such annual assessments shall be due. Should the Board fail to establish payment dates, all annual assessments shall be due in two equal installments on the seventh day of February and on the seventh day of March of the year for which they are assessed.

- (2) The Board shall distribute the estimated budget and the notice of assessment to each Lot Owner by January 15th of each year.

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5. Article IV, Section G shall be deleted in its entirety and replaced with the following language:

G. REMEDIES.

The Association may recover any delinquent assessments by:

- (1) bringing an action at law or in equity against the Owner;
- (2) bringing an eviction action against the Owner;
- (3) foreclosing
- (4) the lien against the Lot; or,
- (5) pursuing any other remedy available at law or in equity.

Any recovery shall include interest, costs, all attorneys' fees, and all other expenses incurred with the collection of the assessment.

Each Owner, by acceptance of a deed, vests in the Association the right to bring actions against the Owner personally to collect and enforce such liens or charges by all methods available, including foreclosure, in case of default. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive liability for the assessments provided for herein by the nonuse or abandonment of the Lot.

6. Article V, Section I shall be added to the Declaration and provide the following:

I. DAMAGE CAUSED BY OWNER

If, due to the act of or the neglect of an Owner, or a member of his/her Family or household pet or of a guest or other authorized occupant or invitee of such Owner, damage shall be caused to a part of the Property and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance, if any, carried by the Association.

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7. Article V, Section J shall be added to the Declaration and provide the following:

J. USE AFFECTING INSURANCE

Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his/her Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law.

8. Article V, Section K shall be added to the Declaration and provide the following:

K. BOARD'S RIGHT OF ENTRY

The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Home when necessary in connection with any maintenance, repair and replacement for which the Board is responsible or for making such emergency repairs necessary to prevent damage to the Common Areas or to other Homes. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Board, as a common expense.

9. Article VIII shall be added to the Declaration and provide the following:

ARTICLE VI

INSURANCE

A. ASSOCIATION MAINTAINED COVERAGE

Commencing January 1, 2020, the Association shall maintain, as a common expense, building insurance covering all Homes within the Association, as part of the Association's master policy. In the event of a loss due to a covered peril or insurable casualty, the Association's policy would be responsible for coverage in accordance with the policy declarations.

The Board of the Association may, in the case of a claim for damage to a Home or the Common Areas, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated, or (iii) require the unit owners of the units affected to pay the deductible amount.

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B. OWNER MAINTAINED COVERAGE

Each Owner shall purchase, at their own expense, an HO-6 policy, and otherwise be responsible for insuring the interior of their Homes and any/all personal belongings. In no event shall the Association, by and through its insurance coverage or otherwise, be responsible for the interior of any Home, including but not limited to all betterments and improvements of the interior of the Home, or any personal belongings of an Owner. Each Owner shall provide the Association with proof of the required coverage provided herein within fourteen (14) days of a written request by the Association, or otherwise within fourteen (14) days of record transfer of any Home or change in insurance coverage or carrier.

- 10. The effective date of this Third Amendment shall be deemed to be the date of recording with the Office of the Recorder of Cook County, Illinois.**
- 11. Except to the extent expressly set forth herein, the remaining provisions of the Declaration, including the First and Second Amendment, shall remain in full force and effect.**
- 12. This Third Amendment may be executed in counterparts.**

END OF AMENDMENT

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LEGAL DESCRIPTION

A SUBDIVISION OF PARTS OF THE SOUTHWEST QUARTER OF SECTION 10
AND THE NORTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 42 NORTH,
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s 02-15-101-008-0000
 02-15-101-018-0000
 02-15-101-019-0000
 02-15-101-020-0000
 02-15-101-021-0000
 02-15-101-022-0000
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 02-15-101-031-0000
 02-15-101-032-0000
 02-15-101-033-0000
 02-15-101-034-0000

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, as Village Manager of the Village of Palatine, do hereby acknowledge and execute the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision, and that I have the authority of the Village of Palatine to approve and otherwise consent to the adoption of this Third Amendment on behalf of the Village of Palatine.

EXECUTED on: 9th day of December, 2019.

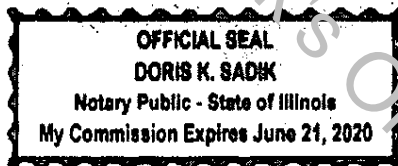
The Village of Palatine

By: Reid J. Ottem

Its: Village Manager

Subscribed and Sworn to before me this 9th day of December, 2019.

Doris K. Sadik
Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, as Members of the Board of Directors of the Fontenay Townhome Association established pursuant to the aforesaid Declaration, by our signatures below do hereby acknowledge and execute the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision.

EXECUTED this 17th day of December, 2019.

Fanyu W. Holub
PRESIDENT

[Signature]
SECRETARY

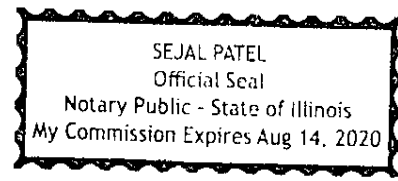
[Signature]
TREASURER

[Signature]
BOARD MEMBER

BOARD MEMBER

Subscribed and Sworn to before me this 17th day of December, 2019

[Signature]
Notary Public



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AFFIDAVIT

The affiant, Katherine Collins, upon oath, states the following:

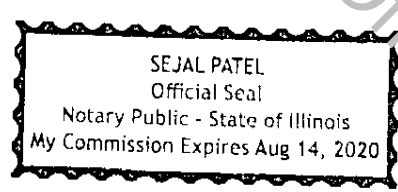
- (1) I, Katherine Collins am over twenty-one (21) years of age and have personal knowledge of all matters contained in this Affidavit.
- (2) I am currently the duly elected Secretary of the Fontenay Townhome Association.
- (3) On Dec. 3/19, I caused to be sent via certified mail, return receipt requested, a notice to all mortgagees of record for all Units submitted to the Fontenay Townhome Association, the attached Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision.
- (4) Such notice was sent pursuant to all the requirements of the governing documents.

[Handwritten Signature]
SIGNATURE

12/17/19
DATE

Subscribed and sworn to before me this 17th day of December, 2019.

[Handwritten Signature]
NOTARY PUBLIC



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CERTIFICATION

We, the undersigned, as Board Members of the Fontenay Townhome 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 Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision.

Lanyal Kholub
PRESIDENT

12/17/19
DATE

[Signature]
SECRETARY

12/17/19
DATE

Subscribed and Sworn to before me this
17th day of December, 2019

[Signature]
Notary Public



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SIGNATURE PAGE

We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

Property Address:

509 W. Fontenay Way, Palatine IL 60067

Gerald Moewis

Owner's Printed Name

Gerald Moewis

Owner's Signature

N/A

Co-Owner's Printed Name

N/A

Co-Owner's Signature

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SIGNATURE PAGE

We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

Property Address:

494 W. Fontenay Way, Palatine, IL 60067

William C. Wilbanks
Owner's Printed Name

William C. Wilbanks
Owner's Signature

Penelope A. Wilbanks
Co-Owner's Printed Name

Penelope Wilbanks
Co-Owner's Signature

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SIGNATURE PAGE

We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

Property Address:

490 W Fontenay Way

Christopher Grela

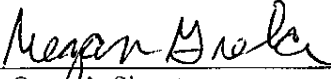
Owner's Printed Name



Owner's Signature

Megan Grela

Co-Owner's Printed Name



Co-Owner's Signature

Office of Cook County Clerk's Office

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SIGNATURE PAGE

We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

Property Address:

486 W FONTENAY Way, PERLAINE, IL 60067

Owner's Printed Name
JOE TEROTA

Owner's Signature


Co-Owner's Printed Name

Co-Owner's Signature

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We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

Property Address: 1184 W. Fontenay Way, Palatine, IL 60067

Leslie Holliday
Owner's Printed Name

Leslie Holliday
Owner's Signature

Russel B. Clewley
Co-Owner's Printed Name

[Signature]
Co-Owner's Signature

Office of Cook County Clerk's Office

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We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

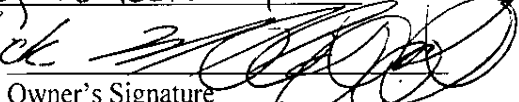
Property Address:

480 W. Fontenay Way Palatine, IL 60067

Owner's Printed Name

Michael E. Fitzpatrick

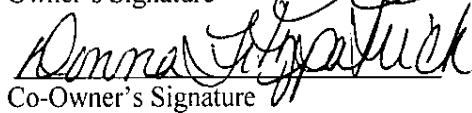
Owner's Signature



Co-Owner's Printed Name

Donna Fitzpatrick

Co-Owner's Signature



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We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

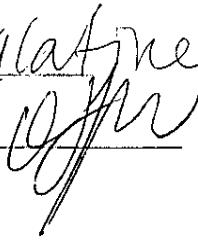
Property Address:

507 W. Fontenay way Palatine IL 60067

Owner's Printed Name

Dyana Johnson

Owner's Signature



Co-Owner's Printed Name

Co-Owner's Signature

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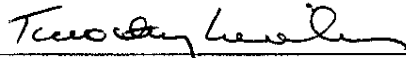
We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

Property Address:

492 WEST FONTENAY WAY, PALATINE ILLINOIS 60067

TIMOTHY J. LINGHER

Owner's Printed Name



Owner's Signature

Co-Owner's Printed Name

Co-Owner's Signature

Property Address:

Owner's Printed Name

Owner's Signature

Co-Owner's Printed Name

Co-Owner's Signature

Property Address:

Owner's Printed Name

Owner's Signature

Co-Owner's Printed Name

Co-Owner's Signature

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We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

Property Address:

503 W Fontenay Way, Palatine, IL 60067

Larry W. Holub
Owner's Printed Name

Larry W. Holub
Owner's Signature

Co-Owner's Printed Name

Co-Owner's Signature

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We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

Property Address:

8482 FONTENAY

DONNA M. ROSARZECKI

Owner's Printed Name

Donna M Rosarzecki

Owner's Signature

Co-Owner's Printed Name

Co-Owner's Signature

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We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

Property Address:

478 W. Fontenay Way, Palatine, IL 60067

KATHERINE COLLINS
Owner's Printed Name

[Signature]
Owner's Signature

MICHAEL COLLINS
Co-Owner's Printed Name

[Signature]
Co-Owner's Signature

Property of Cook County Clerk's Office

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We, the undersigned property owners of the Fontenay Townhome Association, do hereby approve and adopt the foregoing Third Amendment to the Declaration of Easements, Covenants and Restrictions of Fontenay Townhome Subdivision to be recorded in the Office of the Cook County Recorder.

Property Address:

506 W. FONTEMAY WAY, PALATINE, IL 60067

SURESH DASAGRANTHI

Owner's Printed Name

S. Dasagranti

Owner's Signature

SWARNALATHA MURTHY

Co-Owner's Printed Name

Swarnalatha Murthy

Co-Owner's Signature

Property of Cook County Clerk's Office