

**# AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS  
FOR FAIRWAY VIEW TOWNHOMES**

This amendment is made and entered into by Fairway View Townhome Association and is recorded for the purpose of amending the Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Fairway View Townhomes (hereinafter "Declaration"), which was recorded as Document No. 200K013944 in the Kane County Recorder's Office on February 25, 2000, in Kane County, Illinois.

This Amendment is adopted pursuant to the provisions of Article XI, Section 11.02 of the aforesaid Declaration. This Amendment is designed to restrict and define the Owners' rights with respect to signage. It shall become effective upon recording in the Kane County Recorder's Office in Kane County, Illinois, provided the same is executed by the Board of Directors of the Association (hereinafter "Board").

**RECITALS**

WHEREAS, by the recording of the Declaration in the Kane County Recorder's Office of Kane County, Illinois, the property described in Exhibit A has been made subject to the provisions of the Declaration;

WHEREAS, the Board and the Owners also desire to amend the Declaration to narrowly define what signage is permitted upon the Community Area and upon the Dwelling Units;

WHEREAS, the Declaration Amendment has been executed by the Board and approved in writing by the acknowledged signatures of at least sixty percent (60%) of the Owners, all in compliance with Article XI, Section 11.021 of the Declaration; and

NOW THEREFORE, the Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Fairway View Townhomes is hereby amended in accordance with the text, which follows:

1. Article III, Section 3.17(E) shall be deleted in its entirety and replaced with the following language:

***E. Signage***

- i. One standard type realtor or "For Sale by Owner" sign may be displayed in a front unit window while a house is on the market. General "For Sale" signs shall not be affixed to buildings or staked into lawns. Units that do not have front facing windows may place one "for sale" sign of not more than (5) square feet in the yard of the unit level with the building front.
- ii. On Saturdays & Sundays between 10:00a.m. and 5:00p.m. "Open House" signs may be posted alongside driveways leading up to units that are for sale.

- iii. Under no circumstances may any hole be dug to facilitate the posting of any sign. No balloons or streamers may be attached to these signs.
- iv. Advertising signs, signs for business or commercial activities and political signs are strictly prohibited from being displayed anywhere on the property.
- v. Garage sale signs are permitted only on the day(s) of the sale.
- vi. Unit owners may post a small "No Solicitors" sign inside the unit window next to the front door.

**END OF TEXT OF AMENDMENT**

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This amendment is made and entered into by Fairway View Townhome Association and is recorded for the purpose of amending the Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Fairway View Townhomes (hereinafter "Declaration"), which was recorded as Document No. 200K013944 in the Kane County Recorder's Office on February 25, 2000, in Kane County, Illinois.

This Amendment is adopted pursuant to the provisions of Article XI, Section 11.02 of the aforesaid Declaration. This Amendment is designed to restrict and define the Owners' rights with respect to leasing. It shall become effective upon recording in the Kane County Recorder's Office in Kane County, Illinois, provided the same is executed by the Board of Directors of the Association (hereinafter "Board").

**RECITALS**

WHEREAS, by the recording of the Declaration in the Kane County Recorder's Office of Kane County, Illinois, the property described in Exhibit A has been made subject to the provisions of the Declaration;

WHEREAS, the Board and the Owners desire to amend the Declaration to eliminate leasing within the Association and for all Dwelling Units to become Owner-occupied;

WHEREAS, the Declaration Amendment has been executed by the Board and approved in writing by the acknowledged signatures of at least sixty percent (60%) of the Owners, all in compliance with Article XI, Section 11.021 of the Declaration; and

NOW THEREFORE, the Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for Fairway View Townhomes is hereby amended in accordance with the text, which follows:

1. Article III, Section 3.19 shall be deleted in its entirety and replaced with the following language:

**3.19 Lease of Dwelling Unit:** In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Owners to reside on the premises. As such, anyone taking title to a Dwelling Unit, on or subsequent to the recording date of this amendment, shall be prohibited from leasing the Dwelling Unit. Any current Owner who takes title to another Dwelling Unit is bound by this lease prohibition. Upon the conveyance of a current Owner's Dwelling Unit to a third party, whether it is by sale, gift or bequest, the Dwelling Unit must become Owner occupied. Any Dwelling Unit

for which a valid lease is in effect shall be required to become owner-occupied until on the one (1) year anniversary of the date on which this amendment is recorded.

- A. Occupancy of a Dwelling Unit by a blood relative(s) of an Owner without the Owner residing in the Dwelling Unit shall not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties. A blood relative shall be defined as parent(s), grandparent(s) and/or children (natural or adopted). The Board reserves the right to request proof of the relationship. The Board's decision as to the proof of relationship shall be final and binding.
- B. If a Dwelling Unit is held in trust, occupancy of the Dwelling Unit by a beneficiary of the trust, or a blood relative of a beneficiary of the trust shall likewise not constitute a lease as defined under this Amendment, even if a written memorandum or agreement has been executed between the parties.
- C. To avoid hardships and to meet special situations, any Owner may apply for a one-time hardship waiver of enforceability of this policy. "Hardship" includes death, disability, job transfer or any other extreme circumstance in which, in the board's sole discretion, the board decides that a waiver should apply. The Owner must submit a request, in writing, to the board of managers, requesting a hardship waiver, setting forth all reasons why he or she is entitled to same. If the Board determines a hardship exists, the Owner requesting such hardship will be permitted to lease their Dwelling Unit for a period of not to exceed twelve (12) months. Once the tenant moves out or this period expires, whichever occurs first, the Owner must come into compliance with this amendment and may no longer lease their Dwelling Unit. Failure to abide by all rules and regulations of the Association may result in revocation of hardship status.
- D. Any Dwelling Unit being leased in violation of this Section or any Owner found to be in violation of the Rules and Regulations adopted by the board of managers shall be subject to a fine.
- E. In addition to the authority to levy fines against the Owner for violation of this Section 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 Owner and/or his tenant, under 735 ILCS 5/9 et. seq., an action under the Act, an action for injunctive and other equitable relief, or an action at law for damages. Any action brought on behalf of the Association and/or the Board or Managers to enforce this Section of the Declaration shall subject

the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

- F. All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Dwelling Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- G. The board of directors of the Association shall have the right to lease any Association owned Dwelling Units or any Dwelling Unit which the Association has possession pursuant to any court order, and said Dwelling Units shall not be subject to this amendment.
- II. The effective date of this Amendment shall be deemed to be the date of recording with the Kane County Recorder's Office of Kane County, Illinois.

**END OF TEXT OF AMENDMENT**