

Certificate Number 16724

21 658 696



Call to whom these Presents Shall Come, Certify:

Whitrus, Articles of Incorporation duly signed and verified, of

FOXCREET TOWNHOME OWNERS ASSOCIATION
 have been filed in the Office of the Secretary of State, on the 27th
 day of March A. D. 19 72, as provided by the "GENERAL NOT
 FOR PROFIT CORPORATION ACT" of Illinois, approved July 17, 1943, in force
 January 1, A. D. 1944.

Now Therefore, I, JOHN W. LEWIS, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this Certificate of Incorporation and attach thereto a copy of the Articles of Incorporation of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand, and cause to be affixed the Great Seal of the State of Illinois,
 Done at the City of Springfield, this 27th
 day of MARCH AD. 19 72 and
 of the Independence of the United States
 the one hundred and 96th



John W. Lewis
 SECRETARY OF STATE

21 658 696

ARTICLES OF INCORPORATION
UNDER THE
GENERAL NOT FOR PROFIT CORPORATION ACT

(These Articles Must Be Filed in Duplicate)

(Do Not Write in This Space)

Date Paid 2-27-72

Filing Fee \$ 20.00

Clerk JL

To JOHN W. LEWIS, Secretary of State, Springfield, Illinois.

We, the undersigned,

(Not less than three)

Name	Number	Street	City	State
Morton E. Silfen	148	Evanston	Hoffman Estates,	Illinois 60172
Dennis G. Taheny	148	Evanston	Hoffman Estates,	Illinois 60172
Arthur C. Kelter	148	Evanston	Hoffman Estates,	Illinois 60172

being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

- The name of the corporation is: Foxcroft Townhome Owners Association
- The period of duration of the corporation is: Perpetual
(Please state "perpetual" or a definite number of years)
- The address of its initial Registered Office in the State of Illinois is: 148 Evanston
Street in the Village of Hoffman Estates (60172) County of Cook (Zip Code) and the name of its initial Registered Agent at said Address is: Arthur C. Kelter

- The first Board of Directors shall be Five in number, their names and addresses being as follows:

(Not less than three)

Name	Number	Street	City	State
Morton E. Silfen	148	Evanston	Hoffman Estates,	Illinois 60172
Dennis G. Taheny	148	Evanston	Hoffman Estates,	Illinois 60172
Arthur C. Kelter	148	Evanston	Hoffman Estates,	Illinois 60172
Neil Hartman	148	Evanston	Hoffman Estates,	Illinois 60172
Richard J. Lynge	148	Evanston	Hoffman Estates,	Illinois 60172

- The purpose or purposes for which the corporation is organized are: Social

For additional purposes see Rider attached.

6. Additional Provisions are as stated in Rider attached.

NOTE: Any special provision authorized or permitted by statute to be contained in the Articles of Incorporation, may be inserted above.)

(INCORPORATORS MUST SIGN BELOW)

Morton E. Silfen
Dennis G. Taheny
Arthur C. Kelter

Incorporators

ACKNOWLEDGMENT

STATE OF ILLINOIS,

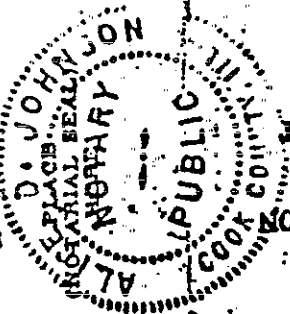
County of Cook ss.

I, Alice D. Johnson, a Notary Public do hereby certify that on the 15th day of March, 1972, Morton E. Silfen,
Offices of Incorporators

Dennis G. Taheny, Arthur C. Kelter

personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Alice D. Johnson
Notary Public

FORM NP-29
 ARTICLE 3 OF INCORPORATION
 under the
 GENERAL NOT FOR PROFIT
 CORPORATION ACT
 of
 FOXCROFT TOWNHOME OWNERS
 ASSOCIATION

(These Articles Must Be Duplicated and Filed in
 Duplicate)
 Filing Fee \$25.00
 Rev. 2-11-63

ARTICLES OF INCORPORATION

OF

FOXCROFT

TOWNHOME OWNERS ASSOCIATION

In compliance with the requirements of the General Not for Profit Corporation Act of the State of Illinois (Illinois Revised Statutes, Chapter 32, Sections 163a-163a100), the undersigned, all of whom are residents of the State of Illinois and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is:

FOXCROFT TOWNHOME OWNERS ASSOCIATION

hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at Foxcroft Club, Aurora, Illinois.

ARTICLE III

Arthur C. Kelter whose address is: 148 Evanston, Hoffm Estates, Illinois, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide recreational and social facilities for its members and maintenance, preservation, improvement and Common Areas of the resident Units (as herein defined) and Common Areas within that certain tract of property described as:

21 858 696

PARCEL C:

That part of the East half of the Southeast Quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, described by beginning at a point on the North line of said Southeast quarter which is 510.0 feet West of the Northeast corner thereof, and running thence West on said North line 811.36 feet to the West line of the East 1321.36 feet of said East half; thence South 00° 11' 45" East on said West line 1987.80 feet to a point on said West line which is 660.0 feet North of the South line of said Southeast quarter; thence North 89° 48' 16" East at right angles to the East line of said Southeast quarter, 142.28 feet; thence Northerly, Northeasterly, and Easterly on a curve to the right having a radius of 58.07 feet an arc distance of 91.21 feet (the long chord bearing North 44° 48' 16" East 82.12 feet) to a point of tangency; thence North 89° 48' 16" East along the tangent to said curve 435.89 feet to a point of curve; thence Northeasterly along a tangential curve to the left having a radius of 240.0 feet an arc distance of 304.80 feet (the long chord bearing North 53° 25' 20" East, 284.72 feet) to a point of compound curve; thence Northerly along a tangential curve to the left having a radius of 510.0 feet an arc distance of 153.41 feet (the long chord bearing North 08° 25' 20" East, 152.84 feet) to the point of tangency; thence North 00° 11' 44" West along the tangent to the last described curve and parallel with the East line of said Southeast quarter, 851.78 feet to a point of curve; thence northeasterly along a tangential curve to the right having a radius of 255.0 feet an arc distance of 81.36 feet (the long chord bearing North 08° 56' 40" East, 81.01 feet) to a point of tangency; thence North 18° 05' 04" East along the tangent to said curve 100.0 feet to a point of curve; thence Northeasterly, Northerly, and Northwesterly along a tangential curve to the left having a radius of 150.0 feet an arc distance of 165.67 feet (the long chord bearing North 13° 33' 20" West 157.37 feet) to point of reverse curve; thence Northwesterly and Northerly along a tangential curve to the right, having a radius of 300.0 feet an arc distance of 235.62 feet (the long chord bearing North 22° 41' 44" West 229.61 feet) to a point of tangency; thence North 00° 11' 44" West along the tangent to said curve, 215.0 feet to the place of beginning, in Kane County, Illinois.

Containing 38.877 Acres.

continued...

PARCEL D:

That part of the Northeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, described by commencing at the Northeast corner of said Northeast quarter and running thence South 00° 02' 17" West along the East line of said Northeast quarter 266.43 feet to the South line of the Illinois State Toll Highway Commission Property for a place of beginning; thence continuing South 00° 02' 17" West along said East line 2384.65 feet to the Southeast corner of said Northeast quarter; thence West along the South line of said Northeast quarter 510.0 feet; thence North 00° 02' 17" East parallel with said East line 435.0 feet to a point of curve; thence Northerly, Northwesterly, and Westerly along a tangential curve to the left having a radius of 50.0 feet to an arc distance of 78.54 feet (the long chord bearing North 44° 57' 43" West, 70.71 feet) to a point of tangency; thence North 89° 57' 43" West along the tangent to the last described curve 57.92 feet to a point of curve; thence Northwesterly along a tangential curve to the right having a radius of 185.79 feet an arc distance of 145.92 feet (the long chord bearing North 67° 27' 43" West, 142.20 feet) to a point of reverse curve; thence Northwesterly and Westerly along a tangential curve to the left having a radius of 100.0 feet an arc distance of 78.54 feet (the long chord bearing North 67° 27' 43" West, 76.54 feet); thence North 00° 02' 17" East parallel with said East line of Northeast quarter 1805.0 feet to said South line of Toll Highway Commission Property; thence North 89° 14' 59" East along said South line 820.08 feet to the place of beginning, containing 41.177 acres in Kane County, Illinois.

PARCEL E:

That part of the Northeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian described by commencing at the Northeast corner of said Northeast quarter and running thence South 00° 02' 17" West along the East line of said Northeast quarter 266.43 feet to the South line of the Illinois State Toll Highway Commission Property; thence South 89° 14' 59" West along said South line 820.08 feet for a place of beginning; Thence South 00° 02' 17" West parallel with said East line 1640.0 feet; thence North 89° 57' 43" West, 420.0 feet; thence North 00° 02' 17" East 400.0 feet; thence North 89° 57' 43" West 444.99 feet to a point on a curve having a radius of 950.0 feet; thence Northerly along said curve to the right an arc distance of 786.47 feet (the long chord bearing North 00° 49' 56" East, 764.20 feet); thence North 79° 47' 13" West, 188.64 feet; thence North 10° 12' 47" East, 242.14 feet; thence North 00° 45' 01" West, 190.48 feet to the South line of said Toll Highway Commission Property; thence North 89° 14' 59" East along said South line, 1000.0 feet to the place of beginning in Kane County, Illinois.

Containing 30.706 Acres.

continued...

PARCEL F:

That part of the Northeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, described by commencing at the Northeast corner of said Northeast quarter and running thence South 00° 02' 17" West along the East line of said Northeast quarter 266.43 feet to the South line of the Illinois State Toll Highway Commission Property; thence South 89° 14' 59" West along said South line 820.08 feet; thence South 00° 02' 17" West parallel with said East line 1640.0 feet; thence North 89° 57' 43" West, 420.0 feet for a place of beginning; thence North 00° 02' 17" East, 400.0 feet; thence North 89° 57' 43" West, 444.99 feet to a point on a curve having a radius of 950.0 feet; thence Northerly along said curve to the right an arc distance of 786.47 feet (the long chord bearing North 00° 49' 58" East, 764.20 feet); thence North 79° 47' 13" West, 393.49 feet to a point of curve; thence Northwesterly, Westerly, and Southwesterly on a tangential curve to the left having a radius of 50.0 feet an arc distance of 73.44 feet (the long chord bearing South 58° 07' 57" West, 67.02 feet) to a point of tangency; thence South 16° 03' 07" West along the tangent to said curve, 123.97 feet to a point of curve; thence Southerly along a tangential curve to the left having a radius of 1115.0 feet, an arc distance of 646.0 feet (the long chord bearing South 00° 32' 45" East, 637.0 feet) to a point of compound curve; thence Southeasterly along a tangential curve to the left having a radius of 1560.0 feet an arc distance of 757.42 feet (the long chord bearing South 31° 03' 10" East, 750.00 feet) to a point of tangency; thence South 44° 57' 43" East along the tangent to said curve, 90.29 feet to a point of curve; thence Southeasterly and Easterly along a tangential curve to the left having a radius of 120.0 feet an arc distance of 94.25 feet (the long chord bearing South 67° 27' 43" East, 91.84 feet) to a point of tangency; thence South 89° 57' 43" East along the tangent to said curve, 346.82 feet to a point of curve; thence Easterly along a tangential curve to the left having a radius of 700.0 feet, an arc distance of 23.47 feet (the chord bearing North 89° 04' 39" East, 23.47 feet); thence North 00° 02' 17" East, 298.77 feet to the place of beginning, in Kane County, Illinois.

Containing 19.341 acres.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose and to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property therein described, to be recorded in the Office of the Recorder of Deeds, Kane County, Illinois, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), hold, improve, build upon, operate, maintain, convey, lease, transfer, dedicate, for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two thirds of each class of membership entitled to vote thereon, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to those conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has

been signed by two thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers or consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the General Not for Profit Corporation Law of the State of Illinois by law may now or hereafter exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit, which is subject by covenants record to assessment by the Association, including the Developer referred to in the Declaration, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, which is subject to assessment by the Association; provided, however, that the Board of Directors may grant Class C memberships to the extent authorized in the Declaration, but the total number of Class C memberships effective at any time shall not exceed the total number of Class A memberships effective at the same time.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one vote for each Unit owned when

21 858 696

more than one person holds an interest in any unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. "Unit" shall mean that portion of a platted lot on which a residential dwelling known as a townhome is constructed or to be constructed.

Class B. The Class B member shall be the Developer (as defined in the Declaration), and shall be entitled to three (3) votes for each Unit owned (meaning Unit as above defined). The Class B membership shall cease and be converted to Class A membership, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

or

(b) four (4) years from the execution of this Declaration of Covenants, Conditions and Restrictions. In the case of additional memberships being created by annexation of portions of the additional land and the platting of same, the tests of (a) and (b) above shall be applied separately to each portion of the annexed lands and the test under (b) shall be four (4) years from the time Developer records the statement annexing such portion.

Class C. Class C members shall not be entitled to vote. The number of Class C memberships effective at any time shall not exceed the number of Class C memberships effective at the same time.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number and term of Directors may be changed by amendment of the By-Laws of the Association, but in no event shall the Board of Directors be comprised of less than five members. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

NAME

ADDRESS

Morton E. Silfen

P.O.Box 10, Hoffman Estates, Ill.

Dennis G. Taheny

P.O.Box 10, Hoffman Estates, Ill.

Arthur Kelter

P.O.Box 10, Hoffman Estates, Ill.

Neil Hartman

P.O.Box 10, Hoffman Estates, Ill.

Richard J. Lynge

P.O.Box 10, Hoffman Estates, Ill.

At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years, and one director for a term of three years; and at each annual meeting thereafter the members shall elect that number of directors whose terms expire as of the date of that annual meeting for a subsequent term of three years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned

to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

A power coupled with an interest is hereby granted to Hoffman Rosner Corporation, acting by and through its duly authorized officers, its successor or designee, as attorney in fact to amend these Articles, the By-Laws of this corporation, or the "Declaration" for the purpose of compliance with requirements of the Veterans Administration or the Department of Housing and Urban Development; and the acceptance of each deed or other instrument with respect to any Unit which is subject to the "Declaration" shall be deemed to be a confirmation of such power to such attorney in fact and be deemed to constitute a consent and agreement to and acceptance and conformation of all such amendments.

All other Amendments of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Areas, dedication of Common Areas, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Illinois, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 15th day of March, 1972.

Morton E. Silfen
Morton E. Silfen

P.O.Box 10, Hoffman Estates, Ill.

Dennis G. Taheny
Dennis G. Taheny

P.O.Box 10, Hoffman Estates, Ill.

Arthur C. Kelter
Arthur C. Kelter

P.O.Box 10, Hoffman Estates, Ill.

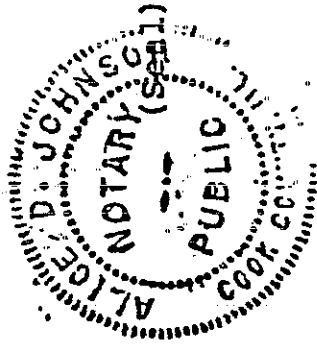
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Alice D. Johnson, a Notary Public do hereby certify that on the 15th day of March, 1972, MORTON E. SILFEN, DENNIS G. TAHENY, and ARTHUR KELLER

personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Alice D. Johnson
Notary Public

21 858 696

BY-LAWS

OF

FOXCROFT

TOWNHOME OWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is the FOXCROFT TOWNHOME OWNERS ASSOCIATION hereinafter referred to as the "Association". The principal office of the corporation shall be located at the Foxcroft Club, Aurora, Illinois but meetings of members and Directors may be held at such places within the State of Illinois as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to

FOXCROFT TOWNHOME OWNERS ASSOCIATION

an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas, and streets dedicated to the public.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities and including the Developer where applicable, of the fee simple title to any Lot, or portion of any Lot, which is a part of the Properties, but

shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or transfer in lieu of foreclosure.

Section 6. "Developer" shall mean and refer to Hoffman Rosner Corporation, a Delaware corporation, licensed to do business in Illinois, its agents, successors, and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Recorder of Deeds, Kane County, Illinois.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Unit" shall mean and refer to a portion of a platted lot, upon which one Townhome is constructed or to be constructed.

Section 10. "Townhome" shall mean a one-family dwelling constructed on a Unit, which Townhome may be attached to one or more Townhomes by common party walls.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year of the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

*day + of
Time
annual
meeting*

Section 3. Notice of Meetings. Written notice of

each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years, and one director for a term of three years; and at each annual meeting thereafter the members shall elect that number of Directors whose tenure expires on

office
from
meeting

that date for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association who may or may not be Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

NOMINATIONS
+
SCHEDULE

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

*Special
Board
Meetings*

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and ✓

(e) employ a manager, an independent contractor, or such other employees or agents as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its act and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the

Declaration, to:

- (1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) enforce the lien rights against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Areas to be maintained;
- (h) cause the exterior of the Buildings to be

*deleted by amendment
dated 10-23-81
(9-30-81)*

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books

of account; cause an annual audit of the Association books to be made by a ^{QUALIFIED INDIVIDUAL OR INDIVIDUALS AS} ~~public accountant at the com-~~ ~~DEEMED NECESSARY BY THE B/D OR A SIMPLE MAJORITY~~ ~~of each fiscal year,~~ and shall prepare an annual ^{OF THE ASSOCIATION MEMBERS}

AMENDED - (9-29-82)
10-25-82

budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in the By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member from the Secretary of the Association from whom copies may be purchased at reasonable cost.

ARTICLE XI INDEMNIFICATION

Section 1. The Association shall indemnify the officers and directors of the Association to the full extent permitted or allowed by the laws of the State of Illinois.

Section 2. The Association shall indemnify any person who, by reason of the fact that he is or was an officer or director of the Association, is made a party or is threatened to be made a party to any litigation, claim, suit, action or other proceeding of any kind, against expenses (including reasonable attorney's fees), liabilities, judgments, costs, fines, penalties, amounts paid in settlement, and other losses actually and reasonably incurred by him in connection with the defense or settlement thereof, if he

acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and if he had no reasonable cause to believe his conduct was unlawful. No indemnification shall be made in respect of any claim or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 3. The indemnification provided hereby shall not be deemed exclusive of any other rights to which those seeking indemnification (whether or not they are officers or directors) may be entitled under any law, agreement, vote of members or directors or otherwise, both as to action in official capacities and as to action in other capacities, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of the person being so indemnified.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and subject to a \$5.00 late charge. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against his property and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Unit.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

FOXCROFT TOWNHOME OWNERS ASSOCIATION

ARTICLE XIV

AMENDMENTS

By-Laws
Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. A power coupled with an interest is hereby granted to Hoffman Rosner Corporation, acting by and through its duly authorized officers, its successor or designee, as attorney in fact to amend these By-Laws, the Articles of this corporation, or the "Declaration" for the purpose of compliance with requirements of the Veterans Administration or the Department of Housing and Urban Development; and the acceptance of each deed or other instrument with respect to any Unit which is subject to the "Declaration" shall be deemed to be a confirmation of such power to such attorney in fact and be deemed to constitute a consent and agreement to and acceptance and conformation of all such amendments.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

XVI Rental Units (9-7-88)
XVII Forcabe Entry (9-7-88)

ARTICLE XVI - RENTAL UNITS

Section 1. Any unit owner who leases his unit or townhome to another, or allows another person to reside on a full time basis in said unit or townhome, shall file a copy of said lease, if written; in the event said lease or occupancy is not written, then the owner shall file with the Board of Directors a letter identifying the name and address of his tenant (including family members residing in the unit or townhome) and an address at which all correspondence relating to the unit and occupants may be sent to the owner.

ARTICLE XVII. APPLICABILITY OF THE FORCIBLE ENTRY AND DETAINER ACT. If the assessments are not paid on the date due, the Board of Directors may bring any action at law against the owner personally, or his tenant personally, in order to secure the payment of the same. Said suit may be brought pursuant to the provision contained in Article IX, Ch. 110 of the Illinois Revised Statutes entitled Forcible Entry and Detainer Act and each and every subparagraph thereunder with all remedies as defined therein.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the
FOX-CROFT TOWNHOME OWNERS ASSOCIATION, an Illinois corporation,
and,

THAT the foregoing By-Laws constitute the original
By-Laws of said Association, as duly adopted at a meeting of
the Board of Directors thereof, held on the 27th day of
March, 1972.

IN WITNESS WHEREOF, I have hereunto subscribed my
name and affixed the seal of said Association this 27th day
of March, 1972.

/s/ Dennis G. Taheny
Secretary

FOXCROFT
TOWNHOME OWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 28th day of
March, A.D., 1972 by HOFFMAN ROSNER CORPORATION,
a Delaware corporation, hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the owner ^{removed (5-18-76)} [or has an interest in] of
the real property described in Article II of this Declaration
and desires to create on portions thereof from time to time a
residential community of townhomes with common open spaces,
and other common facilities for the benefit of said community;
and

WHEREAS, Developer desires to provide for the preserva-
tion of the values and amenities in said community and for the
maintenance of said open spaces and other common facilities;
and to this end, desires to subject, from time to time, portions
of the real property described in Article II together with such
additions of other real property as may hereafter be made thereto
(as provided in Article II), to the covenants, restrictions,
easements, charges and liens, hereinafter set forth, when and if
the Developer specifically declares from time to time such por-
tions of said real property described in Article II to be included
in these covenants and restrictions by recording a duly executed
written instrument specifically declaring and describing such
portions to be included in these covenants, restrictions, ease-
ments, charges and liens, each and all of which is and are for the
benefit of said portions of property and each owner thereof, and
shall attach to and constitute covenants running with the land
as to such portions of property at the time of such specific
declaration and not before; and

Recorded Kane County
3-28-72
#1221366

Book 2741 p 301

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

*Duties
of
Board*

WHEREAS, Developer has caused to be incorporated under the laws of the State of Illinois, as a not-for-profit corporation, the FOXCROFT TOWNHOME OWNERS ASSOCIATION for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Developer declares that when it makes specific declarations, in the manner aforesaid and referring expressly to this Instrument, regarding portions of the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, such portions of real property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth;

ARTICLE I DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Association: FOXCROFT TOWNHOME OWNERS ASSOCIATION
an Illinois not-for-profit corporation, its successors and assigns.

Common Areas: All those portions of the subdivisions except the Units on which Townhomes are constructed and except streets dedicated to the public.

Building: A structure consisting of a series of attached

Townhomes built or to be built within the subdivisions, or a structure used as a community building or for other ancillary and accessory uses.

Developer: HOFFMAN ROSNER CORPORATION, A Delaware corporation, its successors and assigns.

Unit: A portion of a platted lot upon which one Townhome is constructed or to be constructed.

Parking Area: Those portions of the Common Areas designated as such by the Developer or by the Association.

Recreation Area: Those portions of the Common Areas designated as such by the Developer or the Association.

Subdivision: Those portions of the real property described in

Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, as may be specifically declared from time to time by the Developer to be subject to the covenants and restrictions in this Declaration and platted into a lot or lots, it being intended that the subdivision may be thereby enlarged from time to time by the inclusion of such portions and that membership in the Association may be thereby enlarged from time to time, provided however, that only portions of the property described in Section 1 of Article II can be brought within the jurisdiction of the Association by the Developer alone and any additions outside of that property described in Section 1 of Article II shall have the assent of two-thirds (2/3) of each class of voting members.

*Including
New Land/Units*

Townhome: A one-family dwelling constructed on a Unit, which Townhome may be attached to one or more Townhomes by common party walls.

Walks: Such front, side, and rear walks on Common Areas and Units as may be installed or designated by the Developer or the Association.

Townhomes built or to be built within the subdivisions, or a structure used as a community building or for other ancillary and accessory uses.

Developer: HOFFMAN ROSNER CORPORATION, A Delaware corporation, its successors and assigns.

Unit: A portion of a platted lot upon which one Townhome is constructed or to be constructed.

Parking Area: Those portions of the Common Areas designated as such by the Developer or by the Association.

Recreation Area: Those portions of the Common Areas designated as such by the Developer or the Association.

Subdivision: Those portions of the real property described in Article II, and such additions thereto as may

hereafter be made pursuant to Article II hereof, as may be specifically declared from time to time by the Developer to be subject to the covenants and restrictions in this Declaration and platted into a lot or lots, it being intended that the subdivision may be thereby enlarged from time to time by the inclusion of such portions and that membership in the Association may be thereby enlarged from time to time, provided however, that

*Including
New Land/Units*

only portions of the property described in Section 1 of Article II can be brought within the jurisdiction of the Association by the Developer alone and any additions outside of that property described in Section 1 of Article II shall have the assent of two-thirds (2/3) of each class of voting members.

Townhome: A one-family dwelling constructed on a Unit, which Townhome may be attached to one or more Townhomes by common party walls.

Walks: Such front, side, and rear walks on Common Areas and Units as may be installed or designated by the Developer or the Association.

Owner:

The record owner, whether one or more persons or entities and including the Developer where applicable, of the fee simple title to any Unit situated in the subdivision but shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or transfer in lieu of foreclosure.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property, from which the Developer may from time to time declare portions to be specifically included in this Declaration and thereby be held, transferred, sold, conveyed and occupied subject to these covenants and restrictions, is located in Kane County, State of Illinois, and is more particularly described on Exhibit A attached hereto, all of which real property shall hereinafter be referred to as "Existing Property".

The following portions of the Existing Property:

See Exhibit "B"

as more fully described in Exhibit "B" attached hereto, are hereby specifically declared to be subject to this Declaration and included within the covenants and restrictions hereof, effective upon the recording of this Declaration.

Additional portions of the Existing Property may be annexed hereto and made subject to this Declaration and included within the covenants and restrictions hereof by the Developer, without the consent of the Association or its members, from time to time within the period of seven (7) years from the date of this Declaration, provided that the Federal Housing Administration or the Veterans Administration determines that such annexation is in accord with the general plan previously approved by such agency.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Upon approval in writing of the Association pursuant to the assent of two-thirds (2/3) of each class of voting members, the owner of any property who is desirous of adding it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(b) Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with the Existing Property except as hereinafter provided.

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ARTICLE III

BUILDING AND USE RESTRICTIONS

Section 1. The subdivisions are hereby restricted to residential dwellings, including Townhomes and ancillary and accessory uses and buildings in connection therewith, including but not limited to a community building. All buildings or structures erected in the subdivisions shall be of a new construction and no buildings or structures shall be moved from other locations to the subdivisions and no subsequent buildings or structures other than Townhomes shall be built on any Unit where the Developer has theretofore constructed a Townhome. No building or structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Unit at any time as a residence either temporarily or permanently.

Section 2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Unit except for dogs, cats, or other household pets kept for other than commercial purposes.

Section 3. Except that no more than one "For Rent" or "For Sale" sign of not more than five square feet may be maintained on any Unit, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Unit, nor shall any Unit be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the subdivisions. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the subdivision except activities intended primarily to serve residents in the subdivisions. The foregoing restrictions shall not apply to the commercial activities, signs, and billboards, if any, of the Developer during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time.

Section 4. No building, except accessory buildings, such as garages, shall be located nearer than 20 feet to the front yard line of the Unit, nor nearer than 8 feet from the rear yard line of the Unit. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner unit within the triangular area formed by the public street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the public street property lines extended. The same sight-line limitations shall apply on any Unit within ten (10') feet from the intersection of a public street property line with the edge of a private drive pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines. No fence or wall shall be erected, placed or altered on any Unit nearer to any front street line than the minimum front building setback line, except by the Developer in the initial construction.

Section 5. All clotheslines, equipment, garbage cans, service yards, woodpiles, and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Units and streets. All rubbish, trash, and garbage shall be regularly removed from the subdivision and shall not be allowed to accumulate thereon.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

No exterior additions or alterations to any Building in the subdivision, nor changes in fences, hedges, walls, and other structures, shall be commenced, erected, or maintained, except such as are installed or approved by the Developer in connection with the initial construction of the Buildings in the subdivision until the plans and specifications showing the nature, kind, shaf

yards

Pre
Approval
Address

height, materials, location, and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding Buildings in the subdivisions by an Architectural Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced prior to the completion thereof, such approval will be deemed to have been given. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Private exterior antennas shall not be placed on any Townhome without the approval of the Architectural Committee or its designated representatives, and if a community antenna is provided to service such Townhome, such private exterior antennas may be disapproved.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any Unit in a portion of the subdivisions, and which portion of the subdivisions is by appropriate Declaration in the manner hereinbefore described included within these covenants and restrictions, shall be a member of the Association and which membership shall be appurtenant to said Unit, and each purchaser of any Unit by acceptance of a deed therefor covenants and agrees to be a member of the Association whether or not it shall be so expressed in any such

*Architectural
Committee*

*Arch. Com
NOT PAID*

TV Antennas

*ACCEPTING
MEMBERSHIP
NOT PAID*

deed or other conveyance, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be expanded from time to time to the extent of the number of Units within a portion of the Existing Property when such portion is by Declaration included within these covenants and restrictions and thereby included within the subdivisions which are subject to this Declaration.

Section 2. Voting and Non-Voting Membership. The Association shall have two classes of voting membership, and one class of non-voting membership:

Class A. Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Unit in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

*Voting
members*

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Unit in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) four (4) years from the execution of this Declaration of Covenants, Conditions and Restrictions. In the case of additional member-

*NO
APPROVED
2/10/11
2/10/11*

ships being created by annexation of portions of the additional land and the platting of same, the tests of (a) and (b) above shall be applied separately to each portion of the annexed lands and the test under (b) shall be four

(4) years from the time Developer records the statement annexing such portion.

Class C. By action of its Board of Directors, the Association may create a non-voting Class C membership. Class C memberships may be sold to employees or representatives of the Developer, and to such other persons as the Board of Directors shall determine from time to time. The amount of the dues to be paid by Class C members shall be determined by the Board of Directors. Such memberships will be for a period of one year, will be renewable only with the consent of the Board of Directors and will entitle Class C member to the use of such property and facilities as the Board of Directors shall determine. The income derived from Class C memberships is to be collected by the Association and used exclusively to defray the costs of the operations of the Association's property and recreational facilities. To the extent of said income to be so applied, the Board of Directors may reduce the annual assessments of Class A and Class B members.

*Orchard Bay
Foxcroft*

*Use of class C
membership fees*

Class C members shall have only those privileges stated above, and shall have no other rights or privileges of Class A or B members. The total number of Class C memberships effective at any time shall not exceed the total number of Class A memberships effective at the same time.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, to the extent provided in Section of this Article, and each purchaser of any Unit in the subdivisions by acceptance of a deed or other conveyance therefor,

whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees, for himself, his heirs, personal representatives, successors and assigns, to pay to the Association: (1) annual assessments or charges, payable monthly or on any other periodic basis as may be designated by the Board of Directors of the Association; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon, ^{removed 6-18-74} late charges and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon, late charges, and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

monthly assessments

special assessments

continuing lien

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the subdivisions and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Townhome situated in the subdivisions including, but not limited to, the payment of taxes and insurance on the Common Areas and facilities thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

use of assessments

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1972, the annual assessment shall be not more than Three Hundred Sixty - - - - - (\$ 360.00) Dollars per Unit. From and after January 1, 1972, for each succeeding year, on an annual basis, the annual assessment may be increased by vote of the members, as hereinafter provided.

changing assessments

In the event the maximum annual assessment is not increased by vote of the members, as hereinafter provided, this assessment may be increased on January first of each year without a vote of the members in conformance with the Consumer Price Index for the preceding month of September based on the following method of computation:

(a) Method of Computation: The Consumer Price Index (published by the Bureau of Labor Statistics, Department of Labor, Washington; D. C.) established the metropolitan Chicago average numerical rating for the month of April, 1971 (1957/59=100.0) as 136.6. This will be the base rating for computation of future assessments. The maximum annualized assessment for the year 1971 is \$ 360.00. To determine the percent of increase to be applied to the maximum annual assessment for each subsequent year, first ascertain the numerical rating for the month of September immediately prior to the proposed assessment year; then, if the numerical rating is higher than 136.6, subtract 136.6, from that higher rating, then divide the remainder by 136.6 thus arriving at the percent of increase for the proposed year. This percentage will be multiplied by \$ 360.00 to determine the dollar increase. This amount added to \$ 360.00 will establish the maximum annual assessment for the proposed assessment year.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

If taxes on real estate owned by the Association, as shown by the tax bills received by the Association in the spring of each year, shall exceed the amounts estimated for such taxes in the budget previously used in determining the annual assessment for such year, the Board of Directors may, with the assent of 2/3rds of each class of voting members, levy a special assessment to provide funds for payment of such increase in taxes, in such manner as the Board of Directors shall determine.

Section 4. Special Assessments for Capital Improvements. In

addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, ^{deletes (12-19-96)} [applicable to that year only] for the purpose of

Special Assessments

defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of each class of its voting membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the ^{special assessment} meeting. [Addition to this section (12-19-96)] may apply to several years

Section 5. Change in Maximum of Annual Assessment. Subject to

the limitations of Section 3 hereof, for the year 1971, for each annual period thereafter, the Association may change the maximum annual assessment fixed pursuant to Section 3 hereof prospectively for any such period provided that any such change shall have the consent of two-thirds of each class of its voting members, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided further, that the limitations of Section 3 hereof shall not apply to any change in the maximum annual assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5
The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

changing assessments

At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of members, or of proxies entitled to cast sixty (60) percent of all of the votes of each

quorum for voting meeting

class of voting members shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments.

Due Dates: The annual assessments provided herein shall commence as to all those Units in any portion of the Existing Property which by declaration has been brought under these covenants and restrictions on the first day of the month following the conveyance of the Common Areas within such portion of the Existing Property.

The first annual assessment shall be made pro rata for the balance of the calendar year following the date of closing of the sale and conveyance by the Developer of each Unit, respectively, and shall become due and payable in equal monthly installments to be paid each month in advance on or before the first day of the month, unless the Board of Directors designates another form of periodic payments. The assessments for any year, after the first year, shall become due and payable in equal monthly installments to be paid each month in advance on or before the first day of the month commencing on the first day of January of said year, unless the Board of Directors designates another form of periodic payments.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in paragraph 3 hereof as the remaining number of months in that year bear to twelve.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment

assessments
we pay

Section 8. Duties of the Board of Directors. The Board of

Directors of the Association shall fix the date of commencement, and the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Board of Directors may, in its discretion, designate a form of periodic payments. The Board of Directors may also, in its discretion, designate and retain a collecting agency for the Association to whom assessments payments shall be made.

Written notice of the assessment shall thereupon be sent out to every Owner subject thereto.

The Association shall within a reasonable time upon request furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, or a collecting agent designated by the Board of Directors, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If

the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property of the delinquent which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Sale or transfer of any Unit shall not affect the continuing lien on such Unit for the amount of any unpaid assessments

Board
Directors

ROSTER

certificate of
payment

AUTOMATIC
LIEN

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall be subject to a \$5.00 late charge and shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association, or its collecting agent designated by the Board of Directors, may bring any action at law against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing the filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. In addition thereto, the Association may deny to the owner the use and enjoyment of any of the common areas and facilities thereon, except ingress and egress to and from the owner's unit, until the delinquent assessment is paid along with any interest, costs and other sums set forth above which the Association is entitled to receive. No owner may avoid liability for the assessments provided for herein by non use of the Common Areas or abandonment of his Unit.

law action

deny use of facilities

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon the Units subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such Unit pursuant to a decree of foreclosure of any such mortgage or prior to a deed or conveyance on such Unit given by the mortgagor in lieu of foreclosure. Such sale, or deed or conveyance in lieu of foreclosure, shall not relieve such Unit from liability for any assessments thereafter become due nor from the lien of any such subsequent assessment.

Section 11. Exempt Units. Each Unit, for the period prior to the time a Townhome is constructed thereon, sold and conveyed by the Developer, shall be exempted from the assessments, charges and liabilities created herein for any amounts in excess of forty percent (40%) of the monthly assessment paid by Unit Owners to whom title has been

conveyed by Developer. Such partial exemption for any such unconvoyed Unit shall continue until the time of closing of the sale and conveyance of such Unit by the Developer. The Developer's obligation for its 40% portion of the assessments shall become due on the annual assessment dates, [but shall not be payable until the expenditure of the funds is required to meet the operating expenses of the Association, but in any event, not later than the time that seventy-five percent (75%) of the total Units to be subjected to this Declaration have been conveyed by Developer to Unit Owners.]

Revised
1/21/81
5-18-81
OWNERS

Upon the conveyance by the Developer to an owner other than the Developer of a Unit which was theretofore entitled to the above partial exemption, such partial exemption shall be terminated and such Unit shall thereafter be subject to the full amount of the assessments elsewhere set forth in this Article VI, prorated from the date of such conveyance.

It is further understood that the following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority and properties granted to or used by a utility company; (b) the Common Area" (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Illinois, so long as they are not used as a dwelling; and (d) Units used as models by Developer.

ARTICLE VII

MAINTENANCE DUTIES AND RIGHTS OF THE ASSOCIATION

The Association, in addition to its other powers, rights and duties as set forth in these covenants and in its Articles of Incorporation, By-Laws and Rules and Regulations, and as any of the same may be amended, shall maintain and otherwise manage all the Common Areas including the recreation area and any improvements. facilities and equipment in the such Common Areas owned by the Association; shall pay all real estate taxes, personal property taxes. or other charges which may be assessed against or

Outlets of
Association

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levied upon the Common Areas; shall maintain and otherwise manage the landscaping, rubbish removal and snow removal in the Common Areas.

deleted by
amendment 10-23-81

In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance and service, upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for gutters, downspouts, exterior building surfaces and other exterior building or structural improvements, and mow and fertilize grass, remove normal garbage, and remove snow from walks and driveways, and the Association for itself and its agents is hereby granted the right and easement to

right of
easement

enter in and upon all Units and the exterior of the Townhomes thereon for purposes of such maintenance. Such exterior maintenance and service shall not include glass surfaces, patio areas, and fenced-in yards, unless authorized by a majority of each class of the voting members, nor shall such exterior maintenance include the replacement or repair of any portion of a Unit which replacement or repair is the result of damage caused by a hazard which is normally insured against under a standard form homeowner's hazard insurance policy. The Association shall not provide exterior maintenance to exempt Units under Section 11 of Article VI during the period of their exemption.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, ^{to the extent provided by law (5-18-76)} the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject and shall be paid as determined by the Board of Directors.

In furtherance of the above duties and all other powers, rights and duties of the Association, the Association for itself, its agents, successors, and assigns, is hereby granted the right and easement to enter in and upon all yard areas and walks of the Units in the subdivisions.

right of
easement

The extent and frequency of the activities of the Association in carrying out the duties of maintenance and management set forth

above shall be decided by the Board of Directors, and the Board of Directors may appoint committees to advise the Board on such matters. The Board of Directors may also promulgate Rules and Regulations to aid in carrying out of said maintenance and management duties, and may amend said Rules and Regulations from time to time.

Committees
Rules and Regulations

ARTICLE VIII

USE AND RIGHTS IN COMMON AREAS

Section 1. Use and Rights of Owners and the Association. Except as the right may be suspended under Article VI Section 9 herein for non-payment of delinquent assessments, or as provided below, each Owner, at the time he becomes an Owner and for so long as he is Owner, is hereby granted as easement of use and access to all of the Common Areas in the subdivisions and the facilities thereon, subject to the Rules and Regulations of the Association as promulgated from time to time. This easement of use and access granted to each Owner shall be deemed to be attached to the Owner's Unit and shall run with the land and deemed to be granted to each successive Owner of the Unit.

The Association shall have the right to suspend the use and access by any Owner to any of the Common Areas and the facilities thereon, [except for ingress and egress to the Owner's Unit,

suspension of use

removed (S-18-76)

for a period not to exceed thirty (30) days for each infraction of its promulgated rules and regulations. The Association shall have the right to charge reasonable admission and other fees for the use by guests of Owners of any facilities situated upon the Common Areas. The Association shall have the right, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purposes of improving all or portions of the Common Areas, including facilities thereon, and in aid thereof to mortgage subject to the assent of 2/3rds of each class of membership entitled to vote thereon all or portions of the Common Areas and the rights of such mortgage to said Common Areas shall be subordinate to the rights of

guest fees

borrowing money

the Owners herein. The Association, subject to the assent of 2/3rds of each class of membership as specified in Section (e) of Article IV of its Articles of Incorporation, shall have the right to dedicate all or portions of the Common Areas to the general public for public use, provided each Owner shall have ingress and egress to his Unit.

Section 2. Use and Rights of Developer. Prior to the first con-

veyance by the Developer of a completed Townhome in each portion of the Existing Property which by Declaration is brought under these covenants and restrictions the Developer shall convey to the Association in fee all of the Common Areas in each such portion of Existing Property, free and clear of all mortgages and encumbrances, except easements for utilities as provided below, and except for these covenants and restrictions, and except for public zoning ordinance, and except for current real estate taxes, if any, which shall be prorated between the Developer and the Association. Any other Common Areas in other portions of the Existing Property which are brought under these covenants, and restrictions shall be conveyed to the Association in like manner. The Common Areas, and the Developer's conveyance thereof to the Association, shall be subject to utility easements granted or to be granted for sewer, water, gas, electricity, telephone and any other necessary utilities. If such utilities are not installed, or easements therefore are not granted or reserved, prior to conveyance of the Common Areas, such easements may be granted later at the request of the Developer with the assent of the Board of Directors of the Association, pursuant to engineering plans approved by the Federal Housing Administration. As part of its program of development of the subdivisions into a residential community and to encourage the marketing thereof, the Developer shall have the right to use the Common Areas and facilities thereon, including the community building, without charge during the sales and construction period for the Existing Property, and for conditions thereto which may become subject to this Declaration as provided in Section 2 of Article II hereof.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the townhomes in the subdivision and placed on the dividing line between the units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls shall apply thereto.

Unit repairs & maintenance of party walls

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the respective Owners who make use of the wall in proportion to their respective use.

Section 3. Encroachments and Overhangs. Since some of the individual Townhomes in a building are esthetically and functionally designed with structures that may encroach and/or overhang adjoining Units, each such adjoining Unit shall be subject to a perpetual easement for any such overhang and/or encroachment.

Section 4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, either of the Owners who have used the wall may restore it, and, if the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use.

ARTICLE X

HAZARD INSURANCE ON UNITS

Section 1. Required Hazard Insurance. The Owner of each Unit which shall become subject to this Declaration, shall maintain in full force and effect during the period of said Owner's ownership of said Unit an insurance policy insuring said Unit against the hazards normally insured against in a standard form homeowner's hazard insurance policy; said insurance shall be in an amount not less than 80% of the estimated replacement cost of the Unit building structure.

Unit insurance

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Section 2. Association as Additional Insured. The Association shall be named as an additional insured in said insurance policy, and said policy shall contain a "ten-day notice cancellation" clause to the Association.

Section 3. Application of Policy Proceeds to Reconstruction of Unit. In the event of damage or injury to a Unit, the Owner thereof shall repair or reconstruct said Unit to substantially its condition prior to said damage or injury, and in the event proceeds of the said policy are payable in connection therewith, shall apply said policy proceeds to the cost of such repair or reconstruction.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. These covenants and restrictions shall run with, and be binding upon, all land which by Declaration, as elsewhere herein provided for, is brought within these covenants and restrictions and shall be binding upon the Association and upon all persons owning, leasing, subleasing, or occupying any such land, their heirs, executors, administrators, personal representatives, successors and assigns. These covenants and restrictions may be enforced by the Association, which shall have the right to expend Association monies in pursuance thereof, and may also be enforced by the Owner of any Unit in the subdivisions or any one or more of said parties. If these covenants and restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners, if successful in such enforcement and if the Association had theretofore refused such enforcement, may be reimbursed by the Association for all or any part of the cost incurred, but such reimbursement shall be solely in the discretion of the Board of Directors of the Association.

Section 2. Severability. Invalidation of any of these covenants and restrictions or portions hereof by judgment or court order shall in no way affect the validity of any of the other provisions or portions hereof and the same shall remain in full force and effect.

Section 3. Terminology. The word "he" wherever used in this instrument shall be used as synonymous with the words "she", "it" and "They" and the word "his" synonymous with the words "her", "its", and "their". The word "person" may refer to an individual, corporation, partnership or other legal entity.

Section 4. Duration. These covenants and restrictions shall remain in full force and effect for a period of twenty (20) years from the date hereof, and thereafter they shall be deemed to have been renewed for successive terms of ten (10) years, except that at any time during the first twenty (20) years from the date hereof they may be amended by the Owners of not less than ninety percent (90%) of the Units in the subdivisions and after said first twenty (20) years they may be amended by the Owners of not less than seventy-five percent (75%) of the Units in the subdivisions. Any amendment shall be by an instrument in writing executed by the required number of Owners and shall be recorded in the office of the Recorder of Deeds, Kane County, Illinois.

Section 5. Amendment. A power coupled with an interest is hereby retained by and granted to Hoffman Rosner Corporation, acting by and through its duly authorized officers, its successor or designee as attorney in fact to amend this Declaration, the By-Laws of this corporation, or the Articles for the purpose of compliance with requirements of the Veterans Administration or the Department of Housing and Urban Development; and the acceptance of each deed or other instrument with respect to any Unit which is subject to this "Declaration" shall be deemed to be a confirmation of such power to such attorney in fact and be deemed to constitute a consent and agreement to and acceptance and conformation of all such amendments.

Administrative
to Covenants
rescinded

IN WITNESS WHEREOF, HOFFMAN ROSNER CORPORATION (the Developer herein) has caused its corporate seal to be affixed hereunto and has caused its name to be signed to this instrument by its Vice President and attested by its Secretary this 27th day of March, 1972.

HOFFMAN ROSNER CORPORATION,
a Delaware Corporation

By /s/ Morton E. Silfen
Vice President

ATTEST:

/s/Robert H. Haag
Secretary

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Alice D. Johnson, a Notary Public
in and for said County, in the State aforesaid, do hereby
certify that Morton E. Silfen, personally known
to me to be the Vice President of HOFFMAN ROSNER CORPORATION,
a Delaware corporation, duly licensed to transact business
in the State of Illinois, and Robert H. Haag,

Secretary of said
personally known to me to be the
corporation and personally known to me to be the same persons
whose names are subscribed to the foregoing instrument, ap-
peared before me this day in person, and severally acknowledged
that they signed and delivered the said instrument as Vice
President and Secretary of said corporation, 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 their 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 notarial seal this 27th
day of March, 1972.

/s/ Alice D. Johnson
Notary Public

My Commission Expires
November 23, 1975

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That part of the East half of the Southeast Quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, described by beginning at a point on the North line of said Southeas quarter which is 510.0 feet West of the Northeast corner thereof, and running thence West on said North line 811.36 feet to the West line of the East 1321.36 feet of said East half; thence South 00° 11' 45" East on said West line 1987.80 feet to a point on said West line which is 600.0 feet North of the South line of said Southeast quarter; thence North 89° 48' 16" East at right angles to the East line of said Southeast quarter, 142.28 feet; thence Northerly, Northeasterly, and Easterly on a curve to the right having a radius of 58.07 feet an arc distance of 91.21 feet (the long chord bearing North 44° 48' 16" East 82.12 feet) to a point of tangency; thence North 89° 48' 16" East along the tangent to said curve 438.89 feet to a point of curve; thence Northeasterly along a tangential curve to the left having a radius of 240.0 feet an arc distance of 304.80 feet (the long chord bearing North 53° 25' 20" East, 284.72 feet) to a point of compound curve; thence Northerly along a tangential curve to the left having a radius of 510.0 feet an arc distance of 153.41 feet (the long chord bearing North 08° 25' 20" East, 152.84 feet) to the point of tangency; thence North 00° 11' 44" West along the tangent to the last described curve and parallel with the East line of said Southeast quarter, 851.78 feet to a point of curve; thence northeasterly along a tangential curve to the right having a radius of 255.0 feet an arc distance of 81.36 feet (the long chord bearing North 08° 56' 40" East, 81.01 feet) to a point of tangency; thence North 18° 05' 04" East along the tangent to said curve 100.0 feet to a point of curve; thence Northeasterly, Northerly, and Northwesterly along a tangential curve to the left having a radius of 150.0 feet an arc distance of 165.67 feet (the long chord bearing North 13° 33' 20" West 157.37 feet) to point of reverse curve; thence Northwesterly and Northerly along a tangential curve to the right, having a radius of 300.0 feet an arc distance of 235.62 feet (the long chord bearing North 22° 41' 44" West 229.61 feet) to a point of tangency; thence North 00° 11' 44" West along the tangent to said curve, 215.0 feet to the place of beginning, in Kane County, Illinois.

AND

EXHIBIT "A"

That part of the East half of the Southeast Quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, described by beginning at a point on the North line of said Southeast quarter which is 510.0 feet West of the Northeast corner thereof, and running thence West on said North line 811.36 feet to the West line of the East 1321.36 feet of said East half; thence South 00° 11' 45" East on said West line 1987.80 feet to a point on said West line which is 660.0 feet North of the South line of said Southeast quarter; thence North 89° 48' 16" East at right angles to the East line of said Southeast quarter, 142.28 feet; thence Northerly, Northeasterly, and Easterly on a curve to the right having a radius of 58.07 feet an arc distance of 91.21 feet (the long chord bearing North 44° 48' 16" East 82.12 feet) to a point of tangency; thence North 89° 48' 16" East along the tangent to said curve 438.89 feet to a point of curve; thence Northeasterly along a tangential curve to the left having a radius of 240.0 feet an arc distance of 304.80 feet (the long chord bearing North 53° 25' 20" East, 284.72 feet) to a point of compound curve; thence Northerly along a tangential curve to the left having a radius of 510.0 feet an arc distance of 153.41 feet (the long chord bearing North 08° 25' 20" East, 152.84 feet) to the point of tangency; thence North 00° 11' 44" West along the tangent to the last described curve and parallel with the East line of said Southeast quarter, 851.78 feet to a point of curve; thence northeasterly along a tangential curve to the right having a radius of 255.0 feet an arc distance of 81.36 feet (the long chord bearing North 08° 56' 40" East, 81.01 feet) to a point of tangency; thence North 18° 05' 04" East along the tangent to said curve 100.0 feet to a point of curve; thence Northeasterly, Northerly, and Northwesterly along a tangential curve to the left having a radius of 150.0 feet an arc distance of 165.67 feet (the long chord bearing North 13° 33' 20" West 157.37 feet) to point of reverse curve; thence Northwesterly and Northerly along a tangential curve to the right, having a radius of 300.0 feet an arc distance of 235.62 feet (the long chord bearing North 22° 41' 44" West 229.61 feet) to a point of tangency; thence North 60° 11' 44" West along the tangent to said curve, 215.0 feet to the place of beginning, in Kane County, Illinois.

AND

EXHIBIT "A" Continued

That part of the Northeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, is described by commencing at the Northeast corner of said Northeast quarter and running thence South 00° 02' 17" West along the East line of said Northeast quarter 266.43 feet to the South line of the Illinois State Toll Highway Commission Property for a place of beginning; thence continuing South 00° 02' 17" West along said East line 2384.65 feet to the Southeast corner of said Northeast quarter; thence West along the South line of said Northeast quarter 510.0 feet; thence North 00° 02' 17" East parallel with said East line 435.0 feet to a point of curve; thence Northerly, Northwesterly and Westerly along a tangential curve to the left having a radius of 50.0 feet to an arc distance of 78.54 feet (the long chord bearing North 44° 57' 43" West 70.71 feet) to a point of tangency; thence North 89° 57' 43" West along the tangent to the last described curve 57.92 feet to a point of curve; thence Northwesterly along a tangential curve to the right having a radius of 185.79 feet an arc distance of 145.92 feet (the long chord bearing North 67° 27' 43" West, 142.20 feet) to a point of reverse curve; thence Northwesterly and Westerly along a tangential curve to the left having a radius of 100.0 feet an arc distance of 78.54 feet (the long chord bearing North 67° 27' 43" West, 76.54 feet); thence North 00° 02' 17" East parallel with said East line of Northeast quarter 1805.0 feet to said South line of Toll Highway Commission Property; thence North 89° 14' 59" East along said South line 820.08 feet to the place of beginning, in Kane County, Illinois.

AND

That part of the Northeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian described by commencing at the Northeast corner of said Northeast quarter and running thence South 00° 02' 17" West along the East line of said Northeast quarter 266.43 feet to the South line of the Illinois State Toll Highway Commission Property; thence South 89° 14' 59" West along said South line 820.08 feet for a place of beginning; Thence South 00° 02' 17" West parallel with said East line 1640.0 feet; thence North 89° 57' 43" West, 420.0 feet; thence North 00° 02' 17" East 400.0 feet; thence North 89° 57' 43" West 444.99 feet to a point on a curve having a radius of 950.0 feet; thence Northerly along said curve to the right an arc distance of 786.47 feet (the long chord bearing North 00° 49' 58" East, 764.20 feet); thence North 79° 47' 13" West, 188.64 feet; thence North 10° 12' 47" East, 242.14 feet; thence North 00° 45' 01" West, 190.48 feet to the South line of said Toll Highway Commission Property; thence North 89° 14' 59" East along said South line, 1000.0 feet to the place of beginning in Kane County, Illinois.

AND

EXHIBIT "A" Continued

That part of the Northeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, described by commencing at the Northeast corner of said Northeast quarter and running thence South 00° 02' 17" West along the East line of said Northeast quarter 266.43 feet to the South line of the Illinois State Toll Highway Commission Property; thence South 89° 14' 59" West along said South line 820.08 feet; thence South 00° 02' 17" West parallel with said East line 1540.0 feet; thence North 89° 57' 43" West, 420.0 feet for a place of beginning; thence North 00° 02' 17" East, 400.0 feet; thence North 89° 57' 43" West, 444.99 feet to a point on a curve having a radius of 950.0 feet; thence Northerly along said curve to the right an arc distance of 786.47 feet (the long chord bearing North 00° 49' 58" East, 764.20 feet); thence North 79° 47' 13" West, 393.49 feet to a point of curve; thence Northwesterly, westerly, and Southwesterly on a tangential curve to the left having a radius of 50.0 feet an arc distance of 73.44 feet (the long chord bearing South 58° 07' 57" West, 67.02 feet) to a point of tangency; thence South 16° 03' 07" West along the tangent to said curve, 123.97 feet to a point of curve; thence Southerly along a tangential curve to the left having a radius of 1115.0 feet, an arc distance of 646.0 feet (the long chord bearing South 00° 32' 45" East, 637.0 feet) to a point of compound curve; thence Southeasterly along a tangential curve to the left having a radius of 1560.0 feet an arc distance of 757.42 feet (the long chord bearing South 32° 03' 10" East, 750.00 feet) to a point of tangency; thence South 44° 57' 44" East along the tangent to said curve, 90.29 feet to a point of curve; thence Southeasterly and Easterly along a tangential curve to the left having a radius of 120.0 feet an arc distance of 94.25 feet (the long chord bearing South 67° 27' 43" East, 91.84 feet) to a point of tangency; thence South 89° 57' 43" East along the tangent to said curve, 345.82 feet to a point of curve; thence Easterly along a tangential curve to the left having a radius of 700.0 feet, an arc distance of 23.47 feet (the chord bearing North 80° 04' 39" East, 23.47 feet); thence North 00° 02' 17" East, 298.77 feet to the place of beginning, in Kane County, Illinois.

EXHIBIT B

The following described portions of the Existing Properly
are hereby specifically declared to be subject to the

FOXCROFT TOWNHOME OWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made

this 27th day of March, A.D., 1972,

by HOFFMAN RUSNER CORPORATION.

Lots 4, 13 and 14 in "The Townhomes of Foxcroft Unit Two", being a subdivision of part of the East 1321.36 feet of the southeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, according to the plat thereof recorded in the Recorder's Office of Kane County Illinois on November 8, 1971 as Document No. 1209149.

AND

That part of Elder Drive, a Private Drive, lying south of the north line of Lot 13 extended west, in said subdivision in Kane County, Illinois.

AND

That part of Common Area "A", in "The Townhomes of Foxcroft Unit Two", being a subdivision of part of the East 1321.36 feet of the southeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, according to the plat thereof recorded in the Recorder's Office of Kane County, Illinois on November 8, 1971, as Document No. 1209149, which lies south of the north line of Lot 13 extended east, excepting therefrom;

(1) Beginning at the Southwest corner of said Common Area "A", said point being the point of intersection of the North line of Birch Lane with the east line of Elder Drive, and running thence North 26° 01' 27" West along the east line of Elder Drive, 23.45 feet to a point of curve; thence continuing northerly along said east line, being a curve to the right having a radius of 128.307 feet, an arc distance of 57.84 feet to the point of tangency; thence north 00° 11' 45" west along said east line, being along the tangent to the last described curve, 200.96 feet; thence south 64° 27' 49" east, 59.24 feet to a corner of said subdivision; thence south 00° 11' 44" east along an exterior line of said subdivision, 252.25 feet to the north line of Birch Lane; thence South 89° 15" west along said north line, 30.33 feet to the place of beginning, in Kane County, Illinois,

and also excepting therefrom;

Exhibit "B" Continued

(2) Commencing at the northeast corner of said subdivision and running thence south $00^{\circ} 11' 44''$ east along the easternmost line of said subdivision, 300.0 feet to a corner of said subdivision; thence south $89^{\circ} 48' 16''$ west along an exterior line of said subdivision; 135.0 feet to a corner of said subdivision; thence south $00^{\circ} 11' 44''$ East along an exterior line of said subdivision, 398.00 feet to a point on said line for a place of beginning; thence continuing S $00^{\circ} 11' 44''$ E, 182.00 feet to a corner of said subdivision; thence S $25^{\circ} 32' 11''$ W, 264.89 feet to a corner of said subdivision; thence S $89^{\circ} 48' 16''$ W, along an exterior line, 15.87 feet to a corner of said subdivision; thence S $25^{\circ} 32' 11''$ W, along a line drawn parallel with and 20.00' southeasterly of the southeasterly line of Lot 14 of said subdivision, 232.00 feet; thence S $00^{\circ} 11' 44''$ E, along a line drawn parallel with and 20.00' east of the east line of Lot 13 of said subdivision, 211.00 feet to the north line, extended east, of Lot 13 of said subdivision; thence S $89^{\circ} 48' 16''$ W, along said north line extended, 29.84 feet to the place of beginning, in Kane County, Illinois.

AND

That part of Common Area "C" lying south of the north line, extended west, of Lot 4 of said subdivision, and lying north of a line drawn parallel with and 30.00 feet south of the south line of Lot 4 of said subdivision, in Kane County, Illinois.

159751

APR 14 1972

1223100

AMENDMENT TO FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

(Amending Exhibit "B" of The Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions made by Hoffman Rosner Corporation and recorded in the Office of the Recorder of Deeds of Kane County, Illinois on March 28, 1972 as Document No. 1221366).

WHEREAS, Hoffman Rosner Corporation, a Delaware Corporation, (hereinafter referred to as the "Developer") has heretofore recorded a certain document titled "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" in the Office of the Recorder of Deeds of Kane County, Illinois, on March 28, 1972 as Document No. 1221366; and

WHEREAS, said "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS", in Article IX, Section 4 and Section 5 thereof, provides as follows: "Section 4. Duration. These covenants and restrictions shall remain in full force and effect for a period of twenty (20) years from the date hereof, and thereafter they shall be deemed to have been renewed for successive terms of ten (10) years, except that at any time during the first twenty (20) years from the date hereof they may be amended by the Owners of not less than ninety percent (90%) of the Units in the subdivisions and after said first twenty (20) years they may be amended by the Owners of not less than seventy-five percent (75%) of the Units in the subdivision. Any amendment shall be by an instrument in writing executed by the required number of Owners and shall be recorded in the office of the Recorder of Deeds, Kane County, Illinois. Section 5. Amendment. A power coupled with an interest is hereby retained by and granted to Hoffman Rosner Corporation, acting by

and through its duly authorized officers, its successor or designee, as attorney in fact to amend this Declaration, the By-Laws of this corporation, or the Articles for the purpose of compliance with requirements of the Veterans Administration or the Department of Housing and Urban Development; and the acceptance of each deed or other instrument with respect to any Unit which is subject to this "Declaration" shall be deemed to be a confirmation of such power to such attorney in fact and be deemed to constitute a consent and agreement to and acceptance and conformation of all such amendments."; and

WHEREAS, said "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" contains an "Exhibit B" which sets forth the legal description of the portions of the "Existing Property" which by virtue said "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" were specifically declared to be subject to the "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS": and

WHEREAS, said "Exhibit B" contained several errors in the legal description of the portions of the "Existing Property" which by virtue of said "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" were specifically declared subject to the "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS"; and

WHEREAS, at the time of execution and recording of this Amendment to said "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS", Hoffman Rosner Corporation is the owner of One Hundred Percent (100%) of the Units in the subdivisions which are subject to said "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS"; and

WHEREAS, this Amendment of said "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" is made in compliance with said "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS".

NOW, THEREFORE, said Hoffman Rosner Corporation, the owner of One Hundred Percent (100%) of the Units in the subdivisions which are subject to the "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS", hereby amends the "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS", recorded in the Office of the Recorder of Deeds of Kane County, Illinois on March 28, 1972, as Document Number 1221366, by deleting therefrom "Exhibit B" attached thereto and in its stead substituting the following:

EXHIBIT B AS AMENDED

The following described portions of the Existing Property are hereby specifically declared to be subject to the FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made the 27th day of March, A.D., 1972, and recorded in the Office of the Recorder of Deeds of Kane County, Illinois, as Document No. 1221366, by Hoffman Rosner Corporation.

Lots 4, 13 and 14 in "The Townhomes of Foxcroft Unit Two", being a subdivision of part of the East 1321.36 feet of the southeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, according to the plat thereof recorded in the Recorder's Office of Kane County, Illinois on November 8, 1971 as Document No. 1209149.

AND

That part of Elder Drive, a Private Drive, lying south of the north line of Lot 13 extended west, in said subdivision in Kane County, Illinois.

AND

PAGE 310

That part of Common Area "A", in "The Townhomes of Foxcroft Unit Two", being a subdivision of part of the East 1321.36 feet of the southeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, according to the plat thereof recorded in the Recorder's Office of Kane County, Illinois on November 8, 1971, as Document No. 1209149, which lies south of the north line of Lot 13 extended east, excepting therefrom;

(1) Beginning at the Southwest corner of said Common Area "A", said point being the point of intersection of the North line of Birch Lane with the east line of Elder Drive, and running thence North 26° 01' 27" West along the east line of Elder Drive, 23.45 feet to a point of curve; thence continuing northerly along said east line, being a curve to the right having a radius of 128.307 feet, an arc distance of 57.84 feet to the point of tangency; thence north 00° 11' 45" west along said east line, being along the tangent to the last described curve, 200.96 feet; thence south 64° 27' 49" east, 59.24 feet to a corner of said subdivision; thence south 00° 11' 44" east along an exterior line of said subdivision, 252.25 feet to the north line of Birch Lane; thence South 89° 15" west along said north line, 30.33 feet to the place of beginning, in Kane County, Illinois,

and also excepting therefrom;

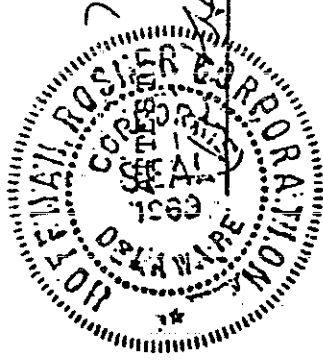
(2) Commencing at the northeast corner of said subdivision and running thence south 00° 11' 44" east along the easternmost line of said subdivision, 300.0 feet to a corner of said subdivision; thence south 89° 48' 16" west along an exterior line of said subdivision, 135.0 feet to a corner of said subdivision; thence south 00° 11' 44" East along an exterior line of said subdivision, 398.00 feet to a point on said line for a place of beginning; thence continuing S 00° 11' 44" E, 182.00 feet to a corner of said subdivision; thence S 25° 32' 11" W, 264.89 feet to a corner of said subdivision; thence S 89° 48' 16" W, along an exterior line, 15.87 feet; thence N 25° 32' 11" E, along a line drawn parallel with and 20.00' southeasterly of the easterly line of Lot 14 of said subdivision, 232.00 feet; thence N 00° 11' 44" W, along a line drawn parallel with and 20.00 feet east of the east line of Lot 13 of said subdivision 211.00 feet to the north line, extended east of Lot 13 of said subdivision; thence N 89° 48' 16" E, along said north line extended, 29.84 feet to the place of beginning, in Kane County, Illinois.

AND

That part of Common Area "C" lying south of the north line, extended west, of Lot 4 of said subdivision, and lying north of a line drawn parallel with and 30.00 feet south of the south line of Lot 4 of said subdivision, in Kane County, Illinois.

This Amendment to the "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" shall be effective upon the date of its recording.

IN WITNESS WHEREOF, Hoffman Rosner Corporation as the owner of One Hundred Percent (100%) of the units in the subdivisions which are subject to the "FOXCROFT TOWNHOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS", has caused this instrument to be executed this 13th day of April, 1972, by its duly authorized officers.



By *[Signature]* President

HOFFMAN ROSNER CORPORATION, Owner
of One Hundred Percent (100%) of
the Units

[Signature]
Secretary

ACKNOWLEDGMENT

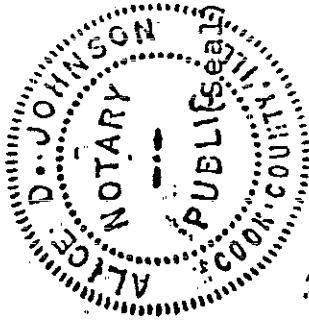
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

BOOK 2745 PAGE 578

I, Alice D. Johnson, a Notary Public do
hereby certify that on the 13th day of April
19 72, Robert Rosner and Robert H. Haag

_____ , personally appeared before me and
being first duly sworn by me severally acknowledged that they
signed the foregoing document in the respective capacities therein
set forth and declared that the statements therein contained are
true.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal the day and year above written.



Alice D. Johnson

Notary Public

MY COMMISSION EXPIRES NOVEMBER 22, 1971.

STATE OF ILLINOIS }
KANE COUNTY } SS. NO. _____
FILED FOR RECORDS }
1223100

APR 14 1972 - 10 30 AM

Grace E. Markham
RECORDS & CLERK

6 12-9-71

1226957

FOX CROFT TOWNHOME OWNERS ASSOCIATION

Declaration of Covenants, Conditions & Restrictions
(Addition to Include Property No. 1)

This Declaration made this 12th day of May, 1972
by Hoffman Rosner Corporation, a Delaware corporation,
qualified to do business and own real estate in the State
of Illinois (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of record of
the following described real estate, to-wit:

Lots 5, 6, 11, and 12; that part of "Elder
Drive", a private drive lying North of the
North line of Lot 13 extended West; that
part of Common Area "C" lying North of the
North line of Lot 4 extended West to an in-
tersection with the West line of "The Town-
homes of Foxcroft Unit Two"; that part of
Common Area "A" lying North of the North
line of Lot 13 extended East to an inter-
section with the East line of "The Townhomes
of Foxcroft Unit Two", excepting therefrom:

(1) Commencing at the Northeast corner of
"The Townhomes of Foxcroft Unit Two" and
running thence South 00° 11' 44" East along
the Easternmost line of said subdivision,
300.0 feet to a corner of said subdivision;
thence South 89° 48' 16" West along an ex-
terior line of said subdivision, 135.0 feet
to a corner thereof for a place of beginning;
thence continuing South 89° 48' 16" West, 30.93
feet to a line drawn parallel with and 20.0 feet
Easterly of the East line of Lot 11 of said sub-
division; thence South 00° 11' 44" East along
said parallel line, 165.0 feet to the South
line, extended East, of said Lot 11; thence
North 89° 48' 16" East along said South line
extended, 19.56 feet; thence South 00° 11' 44"
East along a line drawn parallel with and 20.0
feet Easterly of the East line of Lot 12 of said
subdivision, 233.0 feet to the North line, ex-
tended East, of Lot 13 of said subdivision;
thence East, along the North line of Lot 13 ex-
tended East, to an intersection with the East
line of said subdivision, thence North 00° 11' 44"
West along the East exterior line of said sub-
division to the place of beginning.

All as designated on the Plat of Subdivision of
"The Townhomes of Foxcroft Unit Two", a subdivision
of part of the East 1321.36 feet of the Southeast
quarter of Section 7, Township 38 North, Range 8
East of the Third Principal Meridian, recorded
November 8, 1971 as Document 1209149.

WHEREAS, said described real estate is included within the "Existing Property" pursuant to the "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions", recorded in the Office of the Kane County Recorder of Deeds as Document No. 1221366 on March 28, 1972, and amended by "Amendment to Foxcroft Townhome Owners Association Declaration of Covenants, Conditions & Restrictions", recorded in the Office of the Kane County Recorder of Deeds as Document No. 1223100 on April 14, 1972; and

WHEREAS, the Developer desires to subject the said real estate to said "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions", as amended.

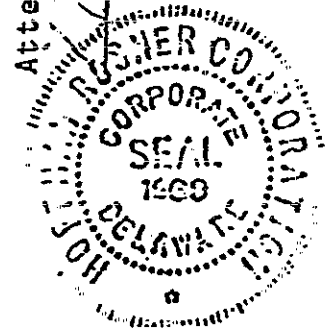
NOW, THEREFORE, the Developer hereby declares that the above described real estate is now and shall be for perpetuity held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions" recorded in the Office of the Kane County Recorder of Deeds as Document No. 1221366 on March 28, 1972, as amended.

IN WITNESS WHEREOF, Hoffman Rosner Corporation has caused its corporate seal to be affixed hereto and has caused its name to be signed to this instrument by its President and attested by its Secretary on the date first above written.

HOFFMAN ROSNER CORPORATION,
a Delaware corporation

By [Signature] President

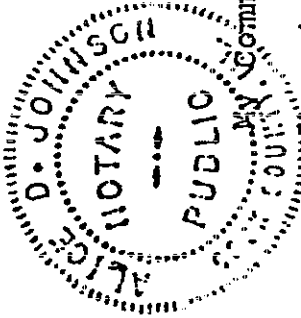
Attest: [Signature]
Secretary



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Alice D. Johnson, a Notary Public, do hereby certify that on the 12th day of May, 1972, Robert Bruner and Robert M. King, personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing instrument in their respective capacities therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Alice D. Johnson
Notary Public

My Commission Expires: November 23, 1975

1226957

STATE OF ILLINOIS }
KANE COUNTY } SS. FILED
FILED FOR RECORD

MAY 22 1972 - 1 00 PM

Grace E. Markuson
Recorder of Deeds

STATE OF ILLINOIS, }
Kane County. } ss.

I, Grace E. Markuson, Recorder in and for said County, in the State aforesaid, do hereby certify that I am the Keeper of the Records in my office and that the foregoing or attached is a true correct and complete photostat copy of the record of an instrument filed in my office on the 22nd day of May

Book 2756 Page 165

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said office at Geneva, this 22nd day of May

A. D. 1972
Grace E. Markuson
Kane County Recorder

FOXCROFT TOWNHOME OWNERS ASSOCIATION

Declaration of Covenants, Conditions & Restrictions
(Addition to Include Property No. 2)

This Declaration made this 23rd day of August, 1972 by Hoffman Rosner Corporation, a Delaware corporation, qualified to do business and own real estate in the State of Illinois (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of record of the following described real estate, to-wit:

Lots 7 and 8; All as designated on the Plat of Subdivision of "The Townhomes of Foxcroft Unit Two", a subdivision of part of the East 1321.36 feet of the Southeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, recorded November 8, 1971 as Document 1209149.

WHEREAS, said described real estate is included within the "Existing Property" pursuant to the "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions", recorded in the Office of the Kane County Recorder of Deeds as Document No. 1221366 on March 28, 1972, and amended by "Amendment to Foxcroft Townhome Owners Association Declaration of Covenants, Conditions & Restrictions", recorded in the Office of the Kane County Recorder of Deeds as Document No. 1223100 on April 14, 1972; and

WHEREAS, the Developer desires to subject the said real estate to said "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions", as amended.

NOW, THEREFORE, the Developer hereby declares that the above described real estate is now and shall be for perpetuity held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions" recorded

in the Office of the Kane County Recorder of Deeds as Document No. 1221366 on March 28, 1972, as amended.

IN WITNESS WHEREOF, Hoffman Rosner Corporation has caused its corporate seal to be affixed hereto and has caused its name to be signed to this instrument by its President and attested by its Secretary on the date first above written.



HOFFMAN ROSNER CORPORATION,
a Delaware corporation

By *Lowell C. Sisk*
President

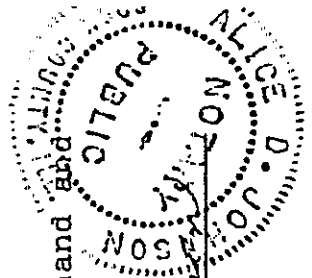
Attest:
Robert A. [Signature]
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, *Alice D. Johnson*, a Notary Public, do hereby certify that on the 23rd day of August, 1972, *Harold C. Sisk* and *Robert D. [Signature]*, personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing instrument in their respective capacities therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Alice D. Johnson
Notary Public



My Commission Expires:

November 23, 1975

STATE OF ILLINOIS }
KANE COUNTY } 1238518
FILED FOR RECORD } 878 878

SEP - 6 1972 - 10 00AM

Trace E. Markham
RECORDER OF DEEDS

FOXCROFT TOWNHOME OWNERS ASSOCIATION

Declaration of Covenants, Conditions & Restrictions
(Addition to Include Property No. 3)

This Declaration made this 15th day of February,
1973 by Hoffman Rosner Corporation, a Delaware corporation,
qualified to do business and own real estate in the State of
Illinois (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of record of
the following described real estate, to-wit:

Lot 3; Common Area "D"; and that part of
Private Drive "Elder Drive", lying north
of the south line of Lot 3 extended east
to an intersection with the east line of
said Elder Drive, all as designated on the
Plat of Subdivision of "The Townhomes of
Foxcroft Unit Two", a subdivision of part
of the East 1321.36 feet of the Southeast
quarter of Section 7, Township 38 North,
Range 8 East of the Third Principal Meridian,
recorded November 8, 1971 as Document 1209149.

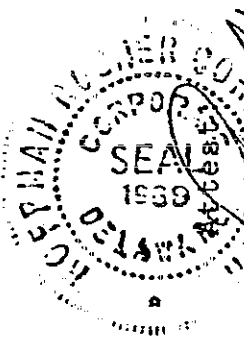
WHEREAS, said described real estate is included
within the "Existing Property" pursuant to the "Foxcroft
Townhome Owners Association Declaration of Covenants, Con-
ditions and Restrictions", recorded in the Office of the
Kane County Recorder of Deeds as Document No. 1221366 on
March 28, 1972, and amended by "Amendment to Foxcroft Townhome
Owners Association Declaration of Covenants, Conditions &
Restrictions", recorded in the Office of the Kane County Re-
corder of Deeds as Document No. 1223100 on April 14, 1972; and

WHEREAS, the Developer desires to subject the said
real estate to said "Foxcroft Townhome Owners Association
Declaration of Covenants, Conditions and Restrictions", as
amended.

NOW, THEREFORE, the Developer hereby declares that
the above described real estate is now and shall be for per-
petuity held, transferred, sold, conveyed and occupied subject

to the covenants, conditions, restrictions, easements, charges and liens set forth in the "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions" recorded in the Office of the Kane County Recorder of Deeds as Document No. 1221366 on March 28, 1972, as amended.

IN WITNESS WHEREOF, Hoffman Rosner Corporation has caused its corporate seal to be affixed hereto and has caused its name to be signed to this instrument by its President and attested by its Secretary on the date first above written.



HOFFMAN ROSNER CORPORATION,
a Delaware corporation

By Alice D. Johnson
President

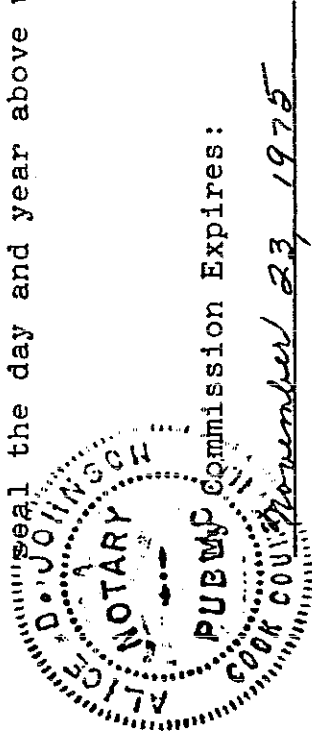
Robert H. Haag
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Alice D. Johnson, a Notary Public, do hereby certify that on the 15th day of February, 1973,

Lowell A. Siff and Robert H. Haag personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing instrument in their respective capacities therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Alice D. Johnson
Notary Public

STATE OF ILLINOIS
KANE COUNTY
FILED FOR RECORD } S. S. NO. 125589

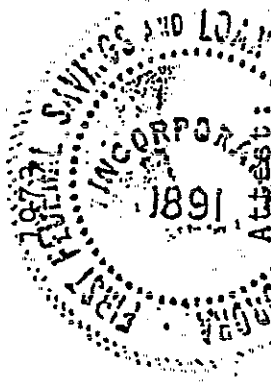
FEB 28 1973 - 8 00 PM

Eileen E. Jung
Recorder of Deeds

CONSENT OF MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AURORA, holder of a mortgage on the Property dated November 5, 1971 as Document No. 1209151, hereby consents to the execution and recording of the within Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions (Addition to Include Property No. 4), and agrees that said mortgage is subject to the provisions of said Declaration.

IN WITNESS WHEREOF, the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AURORA, has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Aurora, Illinois on this 17th day of April,



BY [Signature]
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AURORA

[Signature]
Attest:

STATE OF ILLINOIS)
COUNTY OF KANE) SS

KANE COUNTY
FILE FOR RECORD
APR 25 1973 - 9 31 AM
Eleanor E. Jungels
RECORDER OF DEEDS

I, Eleanor E. Jungels, a Notary Public in and for said County and State, do hereby certify that James J. Jungels and James J. Jungels and _____ and _____

respectively of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF AURORA, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President

STATE OF ILLINOIS, } ss.
Kane County. }

I, Eleanor E. Jungels, Recorder in and for said County, in the State aforesaid, do hereby certify that I am the Keeper of the Records in my office and that the foregoing or attached is a true correct and complete photostat copy of the record of an instrument filed in my office on the 25th day of April A.D.1973 and recorded in Book 847 Page 193
In Testimony Whereof, I have hereunto set my hand and affixed the seal of said office at Geneva, this 25th day of April A. D. 1973

Eleanor E. Jungels
Kane County Recorder

151396

FOXCROFT TOWNHOME OWNERS ASSOCIATION

Declaration of Covenants, Conditions & Restrictions
(Addition to Include Property No. 4)

2000000000

This Declaration made this 9th day of April, 1973 by Hoffman Rosner Corporation, a Delaware corporation, qualified to do business and own real estate in the State of Illinois (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of record of the following described real estate, to-wit:

The South 111.84 feet of Lot 2, that part of Common Area "A" lying North of the South line of Lot 2 extended West to an intersection with the West line of The Townhomes of Foxcroft Unit One, and Private Drive "Elder Drive", all as designated on the Plat of Subdivision of "The Townhomes of Foxcroft Unit One", a subdivision of part of the East 1321.36 feet of the Southeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, recorded June 25, 1971 as Document 1195214.

WHEREAS, said described real estate is included within the "Existing Property" pursuant to the "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions", recorded in the Office of the Kane County Recorder of Deeds as Document No. 1221366 on March 28, 1972, and amended by "Amendment to Foxcroft Townhome Owners Association Declaration of Covenants, Conditions & Restrictions", recorded in the Office of the Kane County Recorder of Deeds as Document No. 1223100 on April 14, 1972; and

WHEREAS, the Developer desires to subject the said real estate to said "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions", as amended.

NOW, THEREFORE, the Developer hereby declares that the above described real estate is now and shall be for perpetuity held, transferred, sold, conveyed and occupied subject

to the covenants, conditions, restrictions, easements, charges and liens set forth in the "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions" recorded in the Office of the Kane County Recorder of Deeds as Document No. 1221366 on March 28, 1972, as amended.

IN WITNESS WHEREOF, Hoffman Rosner Corporation has caused its corporate seal to be affixed hereto and has caused its name to be signed to this instrument by its President and attested by its Secretary on the date first above written.



HOFFMAN ROSNER CORPORATION,
a Delaware corporation

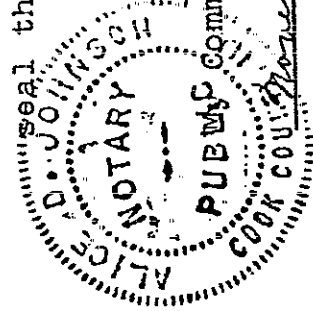
By *Lowell A. Siff*
President

Alice D. Johnson
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Alice D. Johnson, a Notary Public, do hereby certify that on the 15th day of February, 1973, Lowell A. Siff and Robert H. Haag personally appeared before me and being first duly sworn, by me severally acknowledged that they signed the foregoing instrument in their respective capacities therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Alice D. Johnson
Notary Public

STATE OF ILLINOIS } S. NO. 1255897
KANE COUNTY }
FILED FOR RECORD

FEB 28 1973 - 3 00 PM

Eleanor E. Jungels
RECORDER OF DEEDS

FOXCROFT TOWNHOME OWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

(Addition to Include Property No. 5)

This Declaration made this 22nd day of October, 1975, by Hoffman Rosner Corporation, a Delaware corporation, qualified to do business and own real estate in the State of Illinois (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of record of the following described real estate, to-wit:

Lot 20 as designated on the Plat of Subdivision of "The Townhomes of Foxcroft, Unit Three", a subdivision of part of the East 1321.36 feet of the Southeast Quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, in the City of Aurora, Kane County, Illinois, recorded on the 16th day of October, 1972 as Document Number 1243080, and as corrected by a certain Certificate of Correction recorded on the 19th day of April, 1974, as Document Number 1295410; and Private Drive "Lake View Drive" as designated on the Plat of Subdivision of "The Townhomes of Foxcroft, Unit Two", a subdivision of part of the East 1321.36 feet of the Southeast quarter of Section 7, Township 38 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, recorded November 8, 1971 as Document Number 1209149.

WHEREAS, said described real estate is included within the "Existing Property" pursuant to the "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions", recorded in the Office of the Kane County Recorder of Deeds as Document No. 1221366 on March 28, 1972, and amended by "Amendment to Foxcroft Townhome Owners Association Declaration of Covenants, Conditions & Restrictions", recorded in the Office of the Kane County Recorder of Deeds as Document No. 1223100 on April 14, 1973; and

WHEREAS, the Developer desires to subject the said real estate to said "Foxcroft Townhome Owners Association

return too
Bruce A. Mil-Legman
% Hoffman Rosner Corporation
P.O. Box 10
Hoffman Estates, Illinois 60172

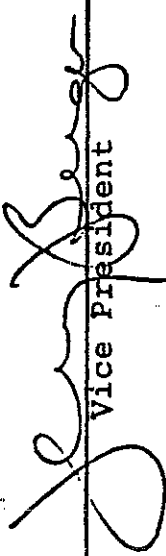
THIS INSTRUMENT WAS PREPARED BY
Bruce A. Mil-Legman
1070 North Roselle Road, Hoffman Estates, Ill. 60172

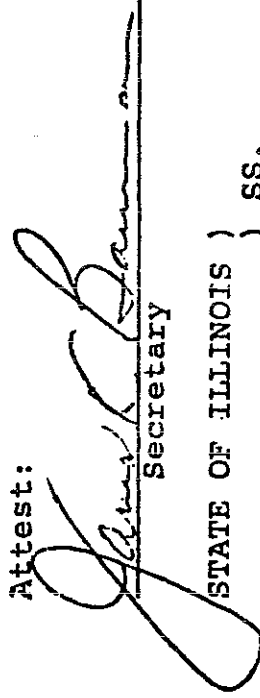
Declaration of Covenants, Conditions and Restrictions", as amended.

NOW, THEREFORE, the Developer hereby declares that the above described real estate is now and shall hereinafter be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the "Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions" recorded in the Office of the Kane County Recorder of Deeds as Document No. 1221366 on March 28, 1972, as amended.




IN WITNESS WHEREOF, Hoffman Rosner Corporation has caused its corporate seal to be affixed hereto and has caused its name to be signed to this instrument by its Vice President and attested by its Secretary on the date first above written.

HOFFMAN ROSNER CORPORATION,
a Delaware corporation


By 
Vice President

Attest: 
Secretary


STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, , a Notary Public, do hereby certify that on the 22nd day of October, 1975,  and  personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing instrument in their respective capacities therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.


Notary Public

My Commission Expires: Jan 27, 1978

THIS INSTRUMENT WAS PREPARED BY

1070 North Koschle Road, Peoria, Illinois 61614

SECOND AMENDED DECLARATION TO THE
FOXCROFT TOWNHOME OWNERS ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

(Amending the Declaration of Covenants, Conditions and Restrictions to the Foxcroft Townhome Owners Association made by Hoffman Rosner Corporation and recorded in the Office of the Recorder of Deeds of Kane County, Illinois on March 28, 1972 as Document No. 1221366.)

This Amended Declaration, made this 18th day of May, 1976, by Hoffman Rosner Corporation as attorney in fact for the FOXCROFT TOWNHOME OWNERS ASSOCIATION, an Illinois not-for-profit corporation.

COPY

WITNESSETH:

WHEREAS, the FOXCROFT TOWNHOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions, duly made on the 28th day of March, 1972 and recorded in the Office of the Recorder of Deeds of Kane County on March 28th, 1972 as Document No. 1221366, and amended April 13, 1972 and recorded April 14, 1972 as Document No. 1223100, provides in Article XI, Section 5 as follows:

"Section 5. Amendment. A power coupled with an interest is hereby retained by and granted to Hoffman Rosner Corporation, acting by and through its duly authorized officers, its successor or designee, as attorney in fact to amend this Declaration, the By-Laws of this corporation, or the Articles for the purpose of compliance with requirements of the Veterans Administration or the Department of Housing and Urban Development; and the acceptance of each deed or other instrument with respect to any Unit which is subject to this "Declaration" shall be deemed to be a confirmation of such power to such attorney in fact and be deemed to constitute a consent and agreement to and acceptance and conformation of all such amendments."

THIS INSTRUMENT WAS PREPARED BY
John H. Mays
NAME
1070 North Roselle Road, Hoffman Estates, Ill. 60172

COPY

WHEREAS, the second paragraph of the first page of the FOXCROFT TOWNHOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions provides as follows:

WHEREAS, Developer is the owner or has an interest in the real property described in Article II of this Declaration and desires to create on portions thereof from time to time a residential community of townhomes with common open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Article VI, Section 1 of the FOXCROFT TOWNHOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions provides as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, to the extent provided in

Section 11 of this Article, and each purchaser of any Unit in the subdivisions by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees, for himself, his heirs, personal representatives, successors and assigns, to pay to the Association: (1) annual assessments or charges, payable monthly or on any other periodic basis as may be designated by the Board of Directors of the Association; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon, late charges, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest

thereon, late charges, and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

WHEREAS, Article VI, Section 9 of the FOXCROFT TOWN-HOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions provides as follows:

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of

Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property of the delinquent which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Sale or transfer of any Unit shall not affect the continuing lien on such Unit for the amount of any unpaid assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall be subject to a \$5.00 late charge and shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association, or its collecting agent designated by the Board of Directors, may bring any action at law against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the

costs of preparing the filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. In addition thereto, the Association may deny to the owner the use and enjoyment of any of the common areas and facilities thereon, except ingress and egress to and from the owners unit, until the delinquent assessment is paid along with any interest, costs and other sums set forth above which the Association is entitled to receive. No owner may avoid liability for the assessments provided for herein by non use of the Common Areas or abandonment of his Unit.

WHEREAS, Article VI, Section 11 of the FOXCROFT TOWN-
HOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions provides as follows:

Section 11. Exempt Units. Each Unit, for the period prior to the time a Townhome is constructed thereon, sold and conveyed by the Developer, shall be exempted from the assessments, charges and liens created herein for any amounts in excess of forty percent (40%) of the monthly assessment paid by Unit Owners to whom title has been conveyed by Developer. Such partial exemption for any such un conveyed Unit shall continue until the time of closing of the sale and conveyance of such Unit by the Developer. The Developer's obligation for its 40% portion of the assessments shall become due on the annual assessment dates, but shall not be payable until the expenditure of the funds is required to meet the operating expenses of the Association, but in any event, not later than the time that seventy-five percent (75%) of the total Units

to be subjected to this Declaration have been conveyed by Developer to Unit Owners.

Upon the conveyance by the Developer to an owner other than the Developer of a Unit which was theretofor entitled to the above partial exemption, such partial exemption shall be terminated and such Unit shall thereafter be subject to the full amount of the assessments elsewhere set forth in this Article VI, prorated from the date of such conveyance.

It is further understood that the following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority and properties granted to or used by a Utility company; (b) the Common Area (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Illinois, so long as they are not used as a dwelling; and (d) Units used as models by Developer.

WHEREAS, Article VII, Paragraph 3, of the FOXCROFT TOWN-HOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions provides as follows:

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject and shall be paid as determined by the Board of Directors.

WHEREAS, Article VIII, Section 1 of the FOXCROFT TOWN-HOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions provides as follows:

Section 1. Use and Rights of Owners and the Association.

Except as the right may be suspended under Article VI

Section 9 herein for non-payment of delinquent assessments, or as provided below, each Owner, at the time he becomes an Owner and for so long as he is Owner, is hereby granted an easement of use and access to all of the Common Areas in the subdivisions and the facilities thereon, subject to the Rules and Regulations of the Association as promulgated from time to time. This easement of use and access granted to each Owner shall be deemed to be attached to the Owner's Unit and shall run with the land and deemed to be granted to each successive Owner of the Unit.

The Association shall have the right to suspend the use and access by any Owner to any of the Common Areas and the facilities thereon except for ingress and egress to the Owner's Unit, for a period not to exceed thirty (30) days for each infraction of its promulgated rules and regulations. The Association shall have the right to charge reasonable admission and other fees for the use by guests of Owners of any facilities situated upon the Common Areas. The Association shall have the right, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purposes of improving all or portions of the Common Areas, including facilities thereon, and in aid thereof to mortgage subject to the assent of 2/3rds of each class of membership entitled to vote thereon all or portions of the Common Areas and the rights of such mortgagee in said Common Areas shall be subordinate to the rights of the Owners herein. The Association, subject to the assent of 2/3rds of each class of membership as specified in Section (e) of Article IV of its Articles of Incorporation, shall have the right to dedicate all or portions of the Common Areas to

the general public for public use, provided each Owner shall have ingress and egress to his Unit.

WHEREAS, Article X, Sections 2 and 3, of the FOXCROFT townhome owners association Declaration of Covenants, Conditions & Restrictions provide as follows:

Section 2. Association as Additional Insured. The Association shall be named as an additional insured in said insurance policy, and said policy shall contain a "ten-day notice cancellation" clause to the Association.

Section 3. Application of Policy Proceeds to Reconstruction of Unit. In the event of damage or injury to a Unit, the Owner thereof shall repair or reconstruct said Unit to substantially its condition prior to said damage or injury, and in the event proceeds of the said policy are payable in connection therewith, shall apply said policy proceeds to the cost of such repair or reconstruction.

AND WHEREAS, the Veterans Administration has advised HOFFMAN ROSNER CORPORATION and the FOXCROFT TOWNHOME OWNERS ASSOCIATION that the aforementioned Articles must be amended in order to comply with Veterans Administration requirements; and

WHEREAS, Article XI, Section 5 of the subject Declaration grants to HOFFMAN ROSNER CORPORATION, acting by and through its duly authorized officers, a power coupled with an interest for the purposes of acting as attorney in fact to amend the Declaration so as to comply with the requirements of the Veterans Administration, and

WHEREAS, the Board of Directors of the FOXCROFT TOWNHOME OWNERS ASSOCIATION has by unanimous vote, requested HOFFMAN ROSNER CORPORATION to exercise the power coupled with an interest retained by it pursuant to Article XI, Section 5,

NOW THEREFORE, the FOXCROFT TOWNHOME OWNERS ASSOCIATION Declaration of Covenants Conditions & Restrictions made the 28th day of March, 1972 and recorded in the Office of the Recorder of Deeds of Kane County, Illinois on March 28th, 1972 as Document No. 1221366, and amended April 13, 1972, and recorded April 14, 1972 as Document No. 1223100 is hereby amended to read as follows:

The second paragraph of the first page of the FOXCROFT TOWNHOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions is amended as follows:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create on portions thereof from time to time a residential community of townhomes with common open spaces, and other common facilities for the benefit of said community;

and

Article VI, Section 1 of the FOXCROFT TOWNHOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions is amended as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, to the extent provided in

Section 11 of this Article, and each purchaser of any Unit in the subdivisions by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees, for himself, his heirs, personal representatives, successors and assigns, to pay to the Association: (1) annual assessments or charges, payable monthly or on any other periodic basis as may be designated by the Board of Directors of the Association; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and

special assessments, together with such interest thereon, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon, and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Article VI, Section 9 of the FOXCROFT TOWNHOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions is amended as follows:

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association.

If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property of the delinquent which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Sale or transfer of any Unit shall not affect the continuing lien on such Unit for the amount of any unpaid assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association, or its collecting agent designated by the Board of Directors, may bring any

action at law against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing the filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. In addition thereto, the Association may deny to the owner the use and enjoyment of any of the recreational facilities thereon, except ingress and egress to and from the owners unit, until the delinquent assessment is paid along with any interest, costs and other sums set forth above which the Association is entitled to receive. No owner may avoid liability for the assessments provided for herein by non use of the Common Areas or abandonment of his Unit.

Article VI, Section 11 of the FOXCROFT TOWNHOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions is amended as follows:

Section 11. Exempt Units. Each Unit, for the period prior to the time a Townhome is constructed thereon, sold and conveyed by the Developer, shall be exempted from the assessments, charges and liens created herein for any amounts in excess of forty percent (40%) of the monthly assessment paid by Unit Owners to whom title has been conveyed by Developer. Such partial exemption for any such unconveyed Unit shall continue until the time of closing of the sale and conveyance of such Unit by the Developer or until the Townhome constructed on the Unit is occupied. The Developer's obligation for its 40% portion of the assessments shall become due on the annual assessment dates.

Upon the conveyance by the Developer to an owner other than the Developer of a Unit which was theretofore entitled to the above partial exemption, such partial exemption shall be terminated and such Unit shall thereafter be subject to the full amount of the assessments elsewhere set forth in this Article VI, prorated from the date of such conveyance.

It is further understood that the following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority and properties granted to or used by a Utility company; (b) the Common Area; (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Illinois, so long as they are not used as a dwelling.

Article VII, Paragraph 3 of the FOXCROFT TOWNHOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions is amended as follows:

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, to the extent provided by law, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject and shall be paid as determined by the Board of Directors.

Article VIII, Section 1 of the FOXCROFT TOWNHOME OWNERS ASSOCIATION Declaration of Covenants, Conditions & Restrictions is amended as follows:

Section 1. Use and Rights of Owners and the Association.

Except as the right may be suspended under Article VI, Section 9 herein for non-payment of delinquent assessments, or as

provided below, each Owner, at the time he becomes an Owner and for so long as he is Owner, is hereby granted as easement of use and access to all of the Common Areas in the subdivisions and the facilities thereon, subject to the Rules and Regulations of the Association as promulgated from time to time. This easement of use and access granted to each Owner shall be deemed to be attached to the Owner's Unit and shall run with the land and deemed to be granted to each successive Owner of the Unit.

The Association shall have the right to suspend the use and access by any Owner to any of the recreational facilities thereon, for a period not to exceed thirty (30) days for each infraction of its promulgated rules and regulations. The Association shall have the right to charge reasonable admission and other fees for the use by guests of Owners of any facilities situated upon the Common Areas. The Association shall have the right, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purposes of improving all or portions of the Common Areas, including facilities thereon, and in aid thereof to mortgage subject to the assent of 2/3rds of each class of membership entitled to vote thereon all or portions of the Common Areas and the rights of such mortgagee in said Common Areas shall be subordinate to the rights of the Owners herein. The Association, subject to the assent of 2/3rds of each class of membership as specified in Section (e) of Article IV of its Articles of Incorporation, shall have the right to dedicate all or portions of the Common Areas to the general public for public use, provided each Owner shall have ingress and egress to his Unit.

Article X, Sections 2 and 3 of the FOXCROFT TOWNHOME OWNERS

ASSOCIATION Declaration of Covenants, Conditions & Restrictions
are hereby deleted.

IN WITNESS WHEREOF, HOFFMAN ROSNER CORPORATION has caused its
corporate seal to be affixed hereunto and has caused its name
to be signed to this instrument by its Vice President and
attested by its Assistant Secretary this 18th day of May, 1976.

HOFFMAN ROSNER CORPORATION

By 
Vice President

ATTEST:


Assistant Secretary

IN WITNESS WHEREOF, the FOXCROFT TOWNHOME OWNERS ASSOCIATION
has caused its corporate seal to be affixed hereunto and has
caused its name to be signed to this instrument by its _____
President and _____ Secretary this _____ day of _____, 1976.

FOXCROFT TOWNHOME OWNERS ASSOCIATION

By 
President

ATTEST:


Secretary

A M E N D M E N T to the
DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
FOR THE FOXCROFT TOWNHOME
OWNERS ASSOCIATION

For Recorder's Use Only

This document is made this 19th day of December, 1996 and is recorded for the purpose of amending the Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration"), for FOXCROFT TOWNHOME OWNERS ASSOCIATION (hereinafter the "Association"), which Declaration was first recorded in the office of the Recorder of Kane County on March 28, 1972 as Document No. 1221366, and amended at various times thereafter covers the property legally described in Exhibit "A" attached:

RECITALS

WHEREAS Article VI - Covenant For Maintenance Assessment, provides at Section 4 (Special Assessments for Capital Improvements) empowers the Association to levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, etc.

WHEREAS the Foxcroft Townhome Owners Association has experienced severe water damage to its recreational facilities and Clubhouse, and has applied for Disaster Assistance in the form of a Loan from the U.S. Small Business Administration; and

WHEREAS the SBA has required, as a condition to said Loan, that Article VI, Section 4 be amended to allow for special assessment which exceed one year; and

WHEREAS the Board and Owners desire to amend the Declaration in order to comply with the SBA requirement that the levy of a special assessment may extend beyond one year.

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the Foxcroft Townhome Owners Association is hereby amended in accordance with the text set forth below:

ARTICLE VI, Section 4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. The following phrase "~~applicable to that year only~~" in the first paragraph of Section 4 is hereby deleted in its entirety. Any legal effect previously given to the Association's restriction limiting a special assessment to only one year is hereby extinguished from the original Declaration.

The following sentence is hereby added to the end of the aforementioned first paragraph of Section 4:

The Board of Directors may adopt separate assessments payable over more than one fiscal year. With respect to any multi-year assessment, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

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

END OF TEXT OF AMENDMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

The undersigned are Members of the Board of Directors for the Foxcroft Townhome Owners Association, and by their signatures do hereby execute and approve the Amendment eliminating that part of Article VI, Section 4, "restricting special assessments to one year" and allowing for special assessments payable over more than one year to be included in the Declarations of the Association.

Executed this _____ day of _____, 1997.

President

Vice-President

Secretary

Treasurer

Board Member

Board Member

Prepared By:
A. KENT YONKE, ESQ.
208 N. West Street
Post Office Box 25
Wheaton, IL 60189-25

1591380

KANE COUNTY, ILL.

1981 OCT 26 PM 12:00

FIRST AMENDED BY-LAWS OF THE
FOXCROFT TOWNHOME OWNERS ASSOCIATION

Salvatore S. Runggeri
RECORDER OF DEEDS

(Amending the By-Laws of the Foxcroft Townhome Owners Association recorded in the Office of the Recorder of Deeds of Kane County, Illinois, on the 28th day of March, 1972, as Document No. 1221366)

This Amended By-Laws of the Foxcroft Townhome Owners

Association made this 30th day of September, 1981,

W I T N E S S E T H:

WHEREAS, the Foxcroft Townhome Owners Association's By-Laws duly made the 28th day of March, 1972, and recorded in the Office of the Recorder of Deeds of Kane County, Illinois, on the 28th day of March, 1972, as Document No. 1221366, provides in Article XIV, Section 1:

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of the majority of the members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

WHEREAS, Article VII, Section 2(h), on Page 7 of the By-Laws provides as follows:

"cause the exterior of the Buildings to be maintained."

WHEREAS, the members of the Foxcroft Townhome Owners Association by a majority vote of a quorum of members present in person or by proxy at a special meeting thereof of which due and proper notice was given held on the 30th day of September, 1981, voted to amend Article VII, Section 2 of the By-Laws of said Association by deleting Paragraph (h) of said section from the By-Laws:

NOW, THEREFORE, the Foxcroft Townhome Owners Association's By-Laws made the 28th day of March, 1972, and recorded in the Office of the Recorder of Deeds of Kane County, Illinois, on the 28th day

1591380

(2)

of March, 1972, as Document No. 1221366 is hereby amended to delete therefrom Paragraph (h) of Section 2 of Article VII.

IN WITNESS WHEREOF, the Foxcroft Townhome Owners Association has caused its corporate seal to be affixed hereunto and caused its name to be signed to this instrument by its President and its Secretary this 13th day of October, 1981.

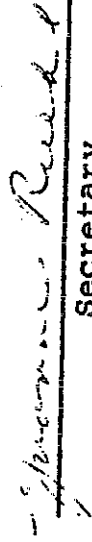
FOXCRIFT TOWNHOME OWNERS ASSOCIATION,

BY



President

ATTEST:



Secretary

THIS INSTRUMENT PREPARED BY:
ATTORNEY JOHN L. PETERSEN
48 E. DOWNER PL., AURORA, ILL. 60508

1620968

1982 NOV -5 AM 11:30

KANE COUNTY, ILL.

Florian E. Rungler
RECORDER OF DEEDS

FIRST AMENDED BY-LAWS OF THE
FOXCROFT TOWNHOME OWNERS ASSOCIATION

(Amending the By-Laws of the Foxcroft Townhome Owners Association recorded in the Office of the Recorder of Deeds of Kane County, Illinois, on the 28th day of March, 1972, as Document No. 1221366)

This Amended By-laws of the Foxcroft Townhome Owners Association made this 29th day of September, 1982,

W I T N E S S E T H:

WHEREAS, the Foxcroft Townhome Owners Association's By-laws duly made the 28th day of March, 1972, and recorded in the Office of the Recorder of Deeds of Kane County, Illinois, on the 28th day of March, 1972, as Document No. 1221366, provides in Article XIV, Section 1:

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of the majority of the members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

WHEREAS, Article VIII, Section 8, Paragraph d, of the By-laws provides as follows:

"cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year"

WHEREAS, the members of the Foxcroft Townhome Owners Association by a majority vote of a quorum of members present in person or by proxy at a general association meeting thereof of which due and proper notice was given held on the 29th day of September, 1982, voted to amend Article VIII, Section 8, Paragraph d of the By-laws of said Association by deleting the aforementioned clause of Paragraph d of said section from the By-laws and changing it to:

"cause an audit of the Association books to be made by a qualified individual or individuals as deemed necessary by the Board of Directors or a simple majority of the Association Members."

NOW, THEREFORE, the Foxcroft Townhome Owners Association's By-laws made the 28th day of March, 1972, and recorded in the Office of the Recorder of Deeds of Kane County, Illinois, on the 28th day of March, 1972, as Document No. 1221366 is hereby amended to change Paragraph d of Section 8 of Article VIII as aforesaid.

IN WITNESS WHEREOF, the Foxcroft Townhome Owners Association has caused its corporate seal to be affixed hereunto and caused its name to be signed to this instrument by its President and its Secretary this 25 day of October, 1982.

.....
Charles Petersen
Secretary

By *Florian E. Rungler*
FOXCROFT TOWNHOME OWNERS ASSOCIATION,
President

This instrument prepared by:
Atty Charles Petersen, 49 E. Downer, Aurora, Il. 60505

(Amending the Bylaws of the Foxcroft Townhome Owners Association recorded in the office of the Recorder of Deeds of Kane County, Illinois on the 28th day of March 1972, as doc. #1221366)

AMENDMENT TO THE BY-LAWS OF THE
FOXCROFT TOWNHOME OWNERS ASSOCIATION

This Amendment to the By-laws is made this 7th day of September, 1988, by the Foxcroft Townhome Owners Association, an Illinois not-for-profit corporation.

WITNESSETH:

WHEREAS, the Foxcroft Townhome Owners Association Declaration of Covenants, Conditions and Restrictions, duly made on the 28th day of March, 1972, and recorded in the office of the Recorder of Deeds of Kane County, Illinois on March 28, 1972 as Document No. 1221366, and amended at various times thereafter provides in Article VI - COVENANT FOR MAINTENANCE ASSESSMENT - various rights and remedies relating to the non-payment of assessments and liens thereof, thereafter certain by-laws were adopted relating to assessments.

WHEREAS, the Foxcroft Townhome Owners Association has experienced difficulties with certain unit owners who are failing to pay their assessments when due and traditional collection procedures have failed to remedy the situation.

WHEREAS, Illinois Revised Statutes, Chapter 110, Section 9-101 et seq., has provided for the applicability of the Forcible Entry and Detainer sections of the Code of Civil Procedure to all common interest community associations who elect to apply the same.

WHEREAS, the Board of Directors of the Foxcroft Townhome Owners Association has recommended that the Townhome Owners Association amend its By-laws to include the Rights, Duties and Remedies provided in Ill. Rev. Stat., Ch. 110, §9-101 et seq., as a means of enforcing unpaid assessments.

WHEREAS, the Foxcroft Townhome Owners Association. By-Laws thereafter is hereby amended to read as follows:

ARTICLE XVII. APPLICABILITY OF THE FORCIBLE ENTRY AND DETAINER ACT. If the assessments are not paid on the date due, the Board of Directors may bring any action at law against the owner personally, or his tenant personally, in order to secure the payment of the same. Said suit may be brought pursuant to the provision contained in Article IX, Ch. 110 of the Illinois Revised Statutes entitled Forcible Entry and Detainer Act and each and every subparagraph thereunder with all remedies as defined therein.

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Eleanor E. Jungels

RECORDER

1988 SEP 27 AM 9 45

WHEREAS, there have been certain instances where unit owners have rented their units to other individuals,

WHEREAS, there have been occasions where said tenant(s) have failed to comply with the rules and regulations of the Foxcroft Townhome Owners Association and the Association has found it difficult to enforce its rules and regulations due to a lack of information provided to it concerning said tenant(s),

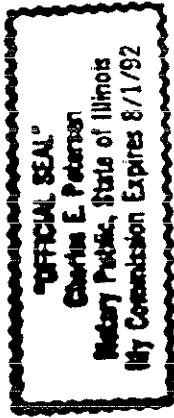
WHEREAS, the Board of Directors of the Association has deemed it advisable to require unit owners who are desiring of renting their respective unit to file a copy of said lease, or in the event that the lease is an oral lease, a letter of information providing the names and addresses of the tenant(s) and the addresses of the unit owner/landlord.

NOW, THEREFORE, the Foxcroft Townhome Owners Association proposes the following amendment to add Article XVI to its By-laws to read as follows:

ARTICLE XVI - RENTAL UNITS

Section 1. Any unit owner who leases his unit or townhome to another, or allows another person to reside on a full time basis in said unit or townhome, shall file a copy of said lease, if written; in the event said lease or occupancy is not written, then the owner shall file with the Board of Directors a letter identifying the name and address of his tenant (including family members residing in the unit or townhome) and an address at which all correspondence relating to the unit and occupants may be sent to the owner.

IN WITNESS WHEREOF, the Foxcroft Townhome Owners Association has caused its seal to be affixed hereunto and caused its name to be signed to this instrument by its President and attested to by its Secretary on the 7th day of September, 1988.



ATTEST:

Cheryl Lund
Cheryl Lund, Secretary

Subscribed and sworn to before me this 7 day of Sept, 1988.

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FOXCROFT TOWNHOME OWNERS ASSOCIATION

BY: Margaret E. Norris
Margaret E. Norris, President

Subscribed and sworn to before me this 7th day of Sept, 1988.

Charles E. Peterson
Notary Public

Shirley E. Peterson
Notary Public

C E R T I F I C A T I O N

I, the undersigned, do hereby certify:

That I am the duly elected acting Secretary of the Foxcroft Townhome Owners Association, an Illinois not-for-profit corporation;

That the foregoing to the By-laws was duly adopted at a meeting of the members of the Foxcroft Townhome Owners Association by a majority vote of a quorum of the members present on the 7th day of Sept., 1988.

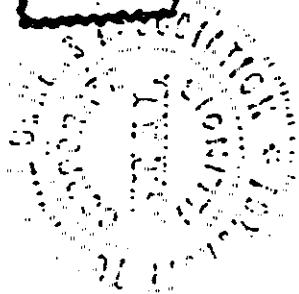
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Foxcroft Townhome Owners Association this 7th day of Sept., 1988.

Cheryl Lund
Cheryl Lund, Secretary

Subscribed and sworn to before me
this 7 day of Sept.,
1988.

Charles E. Petersen
Notary Public

[S E A L]
This Instrument Prepared By:
Charles E. Petersen
SHEARER, BLOOD, AGRELLA, BOOSE
MCGUIRK & PETERSEN
200 West River Drive
St. Charles, Illinois 60174
312-584-3142



"OFFICIAL SEAL"
Charles E. Petersen
Notary Public, State of Illinois
My Commission Expires 8/1/92

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TO THE MEMBERS OF THE FOXCROFT TOWNHOME OWNERS ASSOCIATION:

PLEASE TAKE NOTICE that on the 7th day of September, 1988 at 8:00 o'clock p.m., a Special Meeting of the Foxcroft Townhome Owners Association shall take place at the Association Clubhouse whereby approval of the attached amendments to the By-laws will be sought. In order for passage, the By-law must be approved by a majority of the quorum of the members present in person or by proxy at said meeting.

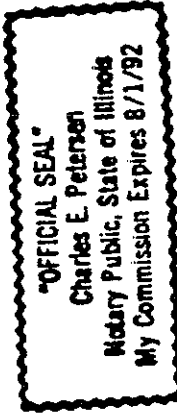
FOXCROFT TOWNHOME OWNERS
ASSOCIATION

BY: Cheryl Lund
Cheryl Lund, Secretary

Subscribed and sworn to before me this 7 day of Sept, 1988.

Charles E. Petersen
Notary Public

This Instrument Prepared By:
Charles E. Petersen
SHEARER, BLOOD, AGRELLA, BOOSE,
MCGUIRK & PETERSEN
200 West River Drive
St. Charles, Illinois 60174
312--584--3142
Ward
8/9/88



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A RESOLUTION

OF THE BOARD OF DIRECTORS OF FOXCROFT TOWNHOME OWNERS ASSOCIATION PERTAINING TO A CHARGE FOR LATE PAYMENT OF ASSESSMENTS

WHEREAS the Declaration of Covenants and Restrictions and By-laws of the Foxcroft Townhome Owners Association provides for the assessment of a charge for the late payment of assessments, and

WHEREAS the Illinois Condominium Property Act provides in Section 318.4(1) that the powers and duties of the board shall include the authority to impose charges for late payments of a unit owner's proportionate share of the common expenses.

IT IS HEREBY RESOLVED that the Board of Directors pursuant to the authority vested by the Declaration and the Illinois Condominium Property Act shall hereby approve a charge for the late payment of assessments. Assessment payments being due and payable on the first of each month, any unit owner having failed to make an assessment payment by the 15th day of the month shall incur a late charge of \$ 15.00 for that month.

BE IT FURTHER RESOLVED that this resolution shall become effective after proper notification in writing to the members of the Association.

ADOPTED this 8th day of December, 1994, pursuant to roll call vote as follows:

AYES:

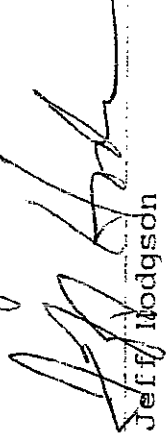
NAYS:



M. D. Skeet



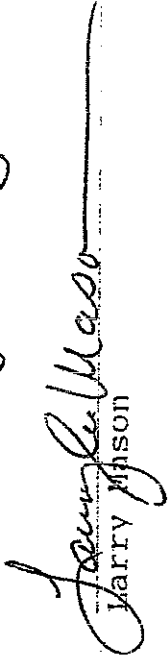
MARK GORDON



Jeff Hodgson



Kathie Yordy



Larry Mason

FOXCROFT TOWNHOME OWNERS' ASSOCIATION

BOARD POLICY RESOLUTION

REGARDING APPROVAL OF AN ADMINISTRATIVE PROCESSING FEE

WHEREAS, Article VII Section 1(a) of the Bylaws provides for the Board to establish user charges to defray the expense of providing services which may not be used equally or proportionately by all Unit Owners or which, in the judgment of the Board should not be charged to every Unit Owner; and

WHEREAS, the Board is aware of the number of leased units and changes in tenancy from time to time, and the resale of units; and the resulting additional administrative processing required in calculating and preparing assessment letters for closings, changing records, and administering recreation passes, and other matters related thereto;

NOW THEREFORE, BE IT RESOLVED that the Board establish a regulation as follows:

1. A unit owner shall pay an Administrative Processing Fee whenever his/her unit ownership is transferred by sale, gift, devise, or other means; or whenever a unit owner leases his/her unit to a tenant who occupies the unit, or enters into an installment contract transferring occupancy of the unit.
2. The Administrative processing fee shall be \$40.00, which amount shall be included in the assessment letter requested for closing whenever a unit is sold; and shall be due prior to a tenant(s) occupancy whenever a unit is leased. Those unit owners intending to lease their units should refer to the managing agent at the Association Office to obtain forms which must be completed when paying the fee.

THIS RESOLUTION shall take the form of a regulation and be effective after its adoption at an open meeting of the Board and all members of the Association have been sent copies thereof in compliance with the Act.

ADOPTED This 14th day of March, 1996.