

**EXHIBIT C**

**CONSENT OF CITY OF AURORA**

The undersigned, a qualified official of the City of Aurora, by my signature below, hereby approve the attached Amendment to the Declaration for Fairway Homes of Orchard Valley Homeowners' Association.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (printed name)

\_\_\_\_\_ (title)

\_\_\_\_\_ (date)

City of Aurora  
Law Department  
44 E. Downer Place  
Aurora, IL 60505

*Sworn to and subscribed before me this*  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

**Please return after execution to:**  
KSN Law  
Attn: MGK  
175 N. Archer Avenue  
Mundelein, IL 60060

**AMENDMENT TO THE  
DECLARATION OF  
COVENANTS,  
CONDITIONS AND  
RESTRICTIONS FOR  
FAIRWAY HOMES OF  
ORCHARD VALLEY  
HOMEOWNER'S  
ASSOCIATION**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Covenants, Conditions and Restrictions (hereafter the "Declaration") for the Fairway Homes of Orchard Valley Homeowner's Association (hereafter the "Association"), which Declaration was recorded on April 29, 1996 as Document Number 96K030763 in the Office of the Recorder of Deeds of Kane County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit A, which is attached hereto and made a part hereof.

This Amendment supersedes and replaces the provisions contained in the amendment recorded on February 23, 2009 as Document Number 2009K012626 in the Office of the Recorder of Deeds of Kane County, Illinois.

This Amendment is adopted pursuant to Article XI, Section 7 of the Declaration. Said Section provides that the Declaration may be amended with the consent of the City, by an instrument in writing signed by Owners of at least two-thirds (2/3) of the Dwelling Units, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Kane County, Illinois.

**RECITALS**

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

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

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

Michael G. Kreibich, Esq.  
Kovitz Shifrin Nesbit  
175 North Archer Avenue  
Mundelein, IL 60060 — (847) 537-0500

WHEREAS, the following amendment has been approved by two-thirds (2/3) of the Owners, which approvals are attached hereto and made a part hereof; and

WHEREAS, an officer of the Association has attested to said two-thirds (2/3) Owner approval by execution of Exhibit B attached hereto and made a part hereof; and

WHEREAS, the City of Aurora has consented to this Amendment as evidenced in Exhibit C attached hereto.

NOW, THEREFORE, Article VII, Section 15 of the Declaration and prior amendment shall be deleted and replaced with the following:

Leasing of Dwelling Units. Effective as of the recording date of this Amendment, and notwithstanding anything to the contrary contained in this Declaration, the rental or leasing of Units is prohibited. Those Owners leasing Units in the Association as of the effective date of this Amendment may continue to lease their units until the current lease expires. Such “grandfathered owners” must abide by all of the terms of the Declaration, including this Amendment. With respect to all other Owners, including Owners not currently leasing and those Owners who purchase, or otherwise receive ownership of, Units after the effective date of this Amendment, the following provisions shall apply:

(a) Owners may not rent their Unit and the unit must be owner occupied except as provided below.

(b) This Section shall not apply to the rental or leasing of units to the immediate family members of the Owner, regardless of whether there is a written lease or other memorandum. “Immediate family members” shall be defined as parents, children, and spouse of an Owner.

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

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

(e) In addition to the authority to levy fines against the Unit Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Unit Owner and/or tenant, under 735 ILCS 5/9 et, seq., an action for injunctive and other equitable relief, or an action at law for damages.

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

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

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

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

*APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.*  
*FAIRWAY HOMES OF ORCHARD VALLEY HOMEOWNERS' ASSOCIATION*

By: \_\_\_\_\_  
*Its President*

*ATTEST:*

By: \_\_\_\_\_  
*Secretary*