

**DECLARATION OF
COVENANTS, RE-
STRICTIONS, RES-
ERVATIONS,
GRANTS AND
EASEMENTS FOR
THE VILLAS OF
FAIRWAY HARBOR**

4782487
Filed for Record in:
LAKE COUNTY, IL
MARY ELLEN VANDERVENTER - RECORDER
On Oct 17 2001
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This Third Amendment is made and entered into the 19th day of July, 2001 is an amendment to that certain Amended and Restated Declaration of Easements for the Villas at Fairway Harbor Homeowners Association (hereinafter referred to as "Declaration") recorded with the Recorder of Deeds of Lake County as Document Number 37624235.

WITNESSETH:

WHEREAS, the Villas at Fairway Harbor Homeowners Association (hereinafter referred to as "Association") is the assignee of the developer's rights as set forth and described in the Declaration; and

WHEREAS, pursuant to Article VII, Section 1 of the Declaration, the Declaration may be amended by an instrument in writing approved by Owners owning at least two-thirds (2/3) of the Dwelling Units, certified by the Secretary of the Association. Article VII, Section 1 further provides that notice and a copy of said amendment shall be mailed by certified mail to all first mortgage holders of record; and

WHEREAS, said instrument has been approved by Owners having ownership of no less than two-thirds (2/3) of the Dwelling Units, their signatures attached hereto; and

WHEREAS, said amendment has been certified by the Secretary of the Board, as evidenced by the certification attached hereto as Exhibit B; and

WHEREAS, notice and copy of the amendment has been mailed to all first mortgage holders, as evidenced by the certification attached hereto as Exhibit C.

NOW THEREFORE, the Association hereby declares that the Declaration is hereby amended in accordance with the text which follows (Additions in text are indicated by underline; deletions by ~~strike-outs~~):

1. Article I, Section 7 of the Declaration shall be amended by deleting it in its entirety and replacing it with the following:

#7- "Property Governor" where used in the Association's governing documents shall mean and refer to the Villas of Fairway Harbor Homeowners Association Board of Directors, and shall also include such of its respective successors and assigns who are specifically assigned the respective rights and obligations of Property Governor hereunder. Property Governor shall have the sole and exclusive right to assign any or all of its rights or obligations hereunder to any such successor or assign.

2. The following shall be added to Article 1 of the Declaration as Section 21:

#21 -"Family" where used in the Association's governing documents shall mean and refer to the resident owner, resident family members of dwelling and non-resident legal son(s) and/or daughter(s) of resident owner(s) or resident family member(s).

3. The following shall be added to Article 1 of the Declaration as Section 22:

#22 - "Tenants" where used in the Association's governing documents shall mean and refer to members of a resident family party to a contractual lease arrangement with the non-resident owner of the dwelling.

4. The following shall be added to Article 1 of the Declaration as Section 23:

#23 -"Guests/Invitees" where used in the Association's governing documents shall mean and refer to a short term non-resident person or persons including family members not included in the Article 1, #19 definition of 'Family'.

5. Article V, Section 1(a)(iii) of the Declaration shall be deleted in its entirety and replaced with the following:

(iii) paint or stain the exterior walls, soffits, fascias and window trim/shutters of all Dwelling Units when necessary, with a grade and color of paint or stain as chosen by the Board of Directors to provide a compatible appearance of all Dwelling Units, and Owners shall not paint or stain or otherwise modify in any way, the exterior walls, soffits, fascias, window trim/shutters or roofs of the Dwelling Units;

6. Article V, Section 1(a)(iv) of the Declaration shall be deleted in its entirety and replaced with the following:

(iv) perform all exterior maintenance on the Dwelling Units, including without limitation, repair or replacement of siding, soffits, fascias, gutters & downspouts, window trim/shutters and roofs;

7. The following shall be added to Article V of the Declaration as Section 1(a)(vi):

(vi) Costs for repairs of damage to exterior wall siding, soffits, fascias or roofs of a Dwelling Unit caused by elective construction options or upgrades to the standard building design (i.e.: skylights, fireplace vents and Board approved upgrades) will be the sole responsibility of the Dwelling Unit homeowner. Materials, color and stain must conform to the standard chosen by the Board of Directors to provide a compatible appearance of all Dwelling Units.

8. Article VI, Section 4 of the Declaration shall be deleted in entirety and replaced with the following:

4. Piers and Other Structures. No Pier shall be greater than thirty (30) feet in overall length. No Pier or Lift Station shall be built or installed without the prior written approval of the Property Governor as provided in Article VI I. To protect each home owners right to access Outlot A to the greatest extent allowed by their property limitations and those of their neighbors, the Property Governor shall have authority to authorize placement of Piers placed or moved after the date of this document and Lift Stations installed after the date of this document within the parameters of the subject property borders. No structure other than a Pier or Lift Station (installed as provided in this paragraph 4) shall be placed in or on Outlot A by any Owner.

9. Article VI, Section 8 of the Declaration shall be deleted in entirety and replaced with the following:

8. Trucks, Snowmobiles, Boats and Trailers. Trucks, Boats not in or on Outlot A, snowmobiles, recreational vehicles, trailers or other vehicles (other than automobiles) shall at all times be parked in the garage of the Dwelling Unit and their repair or maintenance shall not be permitted except within the confines of the garage, No Boat in excess of twenty-five (25) feet in length or seven (7) feet in height above the water level shall be permitted to be upon the Property, including Outlot A, at any time. Subject to the foregoing limitations, no more than three (3) boats shall be permitted on the Pier serving the individual Dwelling Unit's lot. The individual or combined overall moored length of any boat or multiple

boats shall not exceed twenty-five (25) feet per Pier side, but only if the individual Dwelling Unit pier access will allow such usage.

10. Article VII, Section 1 of the Declaration shall be deleted in entirety and replaced with the following:

1. Purpose. Pier and Lift Station plans and sea wall controls are established by this Declaration for the purpose of ensuring that the Dwelling Units, Outlot A, the piers, lift stations and sea wall harmonize with the natural beauty of the Property and with each other and that Outlot A can be used in a safe and effective manner, in compliance with all laws, ordinances and regulations. No Pier or Lift Station shall be installed, erected or maintained nor shall any change to the sea wall (a change" to the sea wall shall be construed to include the reconstruction thereof if the sea wall is removed or destroyed) be made until the construction plans and specifications shall have been submitted to Property Governor and approved in writing. The plans and specifications (to be submitted on a form to be acquired from the Architectural Committee) shall show the nature, kind, shape, dimensions, materials, color, scheme, and location of the proposed sea wall change, Pier or Lift Station. The Property Governor shall have the right to refuse to approve any Pier or Lift Station plans or specifications or sea wall changes which in its judgment do not comply with the requirements contained in this Declaration or which in the Property Governors sole judgment for aesthetic or any other reasons are not appropriate to the residential community developed or to be developed within the Property. Property Governor has the right, in determining whether to give or withhold approval of plans and specifications submitted to it, to consider the desirability and aesthetics of the proposed Pier, Lift Station or sea wall change in relation to other Piers, Lift Stations or sea walls on the Property.

11. Article VII, Section 2 of the Declaration shall be deleted in entirety and replaced with the following:

2. Procedure for Approval of Plans and Specifications. One original copy set of all plans and specifications for Piers, Lift Stations and sea wall changes and the supporting and related materials and documents for which the approval of the Property Governor is required shall be delivered to the Architectural Committee of the Villa's Of Fairway Harbor Homeowners Association A \$1,000.00 construction deposit shall be submitted as a guarantee that during any sea wall construction no damage will be done to any public improvements or to Outlot A or to Lots or Dwelling Units other than those of the Owner submitting the material. After submittal of all required documents, Property Governor will review the plans and specifications prepared according to this Article VII. Property Governor shall then review work completed by Owner and balance of submitted

package as soon as it is practical but Property Governors written approval or disapproval shall be given within 30 business days after the Owner notifies Property Governor in writing, or if Property Governor requires a modification of any kind, Property Governor shall, within said 30 business day period, inform the Owner of any changes that are to be made to bring the submittal package into compliance but notwithstanding the duty of the Property Governor to state reasons for the disapproval or for the required modifications, the decision of the Property Governor, reasonably made, shall be conclusive and binding on all parties. The granting of approval by the Property Governor shall not constitute an approval by any governmental or quasi-governmental body, nor shall the approval by the Property Governor be construed as a representation that the proposal will meet the standards necessary to receive such governmental or quasi-governmental approval. The review and approval by the Property Governor shall be wholly independent of any reviews or approvals required of any governmental or quasi-governmental body and the Owner agrees to seek all such required approvals in addition to the approval of the Property Governor. As of the date of the approval of this document, Piers and Lift Stations installed prior to the turnover of the Association and approved by the Property Governor pursuant to a Deviation Agreement will be grandfathered into compliance under this amendment in their current placement subject to current equipment. Any change in placement or equipment will nullify the grandfather rights and therefore must be submitted to the Property Governor for approval pursuant to the provisions herein.

12. Article VII, Section 3 of the Declaration shall be deleted in entirety and replaced with the following:

3. Continuing Approval. All Piers and Lift Stations installed and all sea walls as changed following approval of original plans shall continue to be subject to the requirements of the foregoing paragraphs 1 and 2 of this Article VII.

13. Article IX, Section 3(e) of the Declaration shall be deleted in entirety and replaced with the following:

Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 3.c or 3.d above shall be sent to all affected Members not less than ten (10) nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of the Members or of proxies entitled to cast sixty percent (60%) of all votes of membership affected by said special assessment shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at

the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

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

EXHIBIT "A"

Legal Description

Lot 1:	Rudolph Benacka 39894 N. Long Drive Antioch, Il.60002	PIN: 0125226035
Lot 2:	John M. & Irene Skender 39890 N. Long Drive Antioch, Il. 60002	PIN: 0125226036
Lot 3:	Carl D. & Linda L. Rao 39886 N. Long Drive Antioch, Il. 60002	PIN: 0125226037
Lot 4:	Daniel Riedel & Natalie Ester 39882 N. Long Drive Antioch, Il. 60002	PIN: 0125226038
Lot 5:	Robert J. & Cheryl Rinker Roth 39878 N. Long Drive Antioch, Il. 60002	PIN: 0125226039
Lot 6:	Lionel R. & Doris A. Harner 39874 N. Long Drive Antioch, Il. 60002	PIN: 0125226040
Lot 7:	Stanley A. & Elizabeth M. March 39870 N. Long Drive Antioch, Il. 60002	PIN: 0125226068
Lot 8:	James & Susan Pinkos 39866 N. Long Drive Antioch, Il. 60002	PIN: 0125226071
Lot 9:	Kenneth R. & Rose Paukstys 39862 N. Long Drive Antioch, Il. 60002	PIN: 0125226072
Lot 10:	Phyllis A. Fay 39858 N. Long Drive Antioch, Il 60002	PIN: 0125226073
Lot 11:	Bill & Sally Todd 39854 N. Long Drive Antioch, Il. 60002	PIN: 0125226076 PIN: 0125226074
Lot 12:	Robert & Chris Bajko 39850 N. Long Drive Antioch, Il. 60002	PIN: 0125226077
Lot 13:	Wayne & Ellen Hansen <i>RON + MARGUERITE VAN SCOYOC</i> 39846 N. Long Drive Antioch, Il. 60002	PIN: 0125226079

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Lot 14:	Robert & Audrey Davenport 39842 N. Long Drive Antioch, Il. 60002	PIN: 0125226080
Lot 15:	Thomas & Bobbie Schiltz 39838 N. Long Drive Antioch, Il. 60002	PIN: 0125226083
Lot 16:	Wayne & Debbie Bigolin 39834 N. Long Drive Antioch, Il. 60002	PIN: 0125226084
Lot 17:	Oneta Johnston 39830 N. Long Drive Antioch, Il. 60002	PIN: 0125226093 PIN: 0125226085
Lot 18:	Thomas & Maria Faulkner 39826 N. Long Drive Antioch, Il. 60002	PIN: 0125226095
Lot 19:	Donald & Phyllis Muscolino 39822 N. Long Drive Antioch, Il. 60002	PIN: 0125226091
Lot 20:	Richard & Mary Ann Sjoerdsma 39818 N. Long Drive Antioch, Il. 60002	PIN: 0125226090
Lot 21:	Thomas & Carol Longo 39814 N. Long Drive Antioch, Il. 60002	PIN: 0125226088
Lot 22:	Joseph & Donna Mckeown 39810 N. Long Drive Antioch, Il. 60002	PIN: 0125226087
Lot 23:	Thomas & Mary Ellen Kelly 39806 N. Long Drive Antioch, Il. 60002	PIN: 0125226061
Lot 24:	Albert & Carolyn Curtis 39802 N. Long Drive Antioch, Il. 60002	PIN: 0125226060
Lot 25:	Robert C. Killian 39798 N. Long Drive Antioch, Il. 60002	PIN: 0125226059
Lot 26:	Larry & Terry Stein 39794 N. Long Drive Antioch, Il. 60002	PIN: 0125226058
Lot 27:	Josephine McClain 39790 N. Long Drive Antioch, Il. 60002	PIN: 0125226057

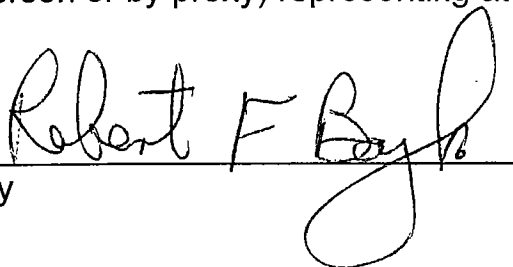
<u>Lot 28:</u>	Dr. Albert & Linda Bucar 39786 N. Long Drive Antioch, Il. 60002	PIN: 0125226066
<u>Lot 29:</u>	Robert & Joan Harazin 39782 N. Long Drive Antioch, Il. 60002	PIN: 0125226054
<u>Lot 30:</u>	Jeffery & Sandra Karnes 39778 N. Long Drive Antioch, Il. 60002	PIN: 0125226053

EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, ROBERT F BAJRO, do hereby certify that I am the duly elected and qualified secretary for the Villas at Fairway Harbor Homeowners Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Villas at Fairway Harbor Homeowners Association, was duly approved by the affirmative vote of voting members (either in person or by proxy) representing at least two-thirds (2/3) of the Dwelling Units.


Secretary

Dated at ANTIOCH, Illinois this
22nd day of SEPTEMBER, 2001.

AFFIDAVIT OF SERVICE

I, ROBERT F BAYKO, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Villas at Fairway Harbor Homeowners Association, and that a copy of the foregoing Amendment was mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than 10 days prior to the date of this affidavit.

Robert F Bayko

Secretary of the Villas at Fairway Harbor Homeowners Association

Subscribed and sworn to before me this 10 day of 09, 2001

[Signature]
Notary Public
NOTARIAL SEAL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/31/02

Return To:

B. Schiltz
39838 N. Long Dr.
Antioch Il. 60002

