

**J.P. "RICK" CARNEY**  
**DUPAGE COUNTY RECORDER**

OCT. 05, 2004

10:54 AM

OTHER

07-31-414-001

**009 PAGES**

**R2004-257929**

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS AND  
 RESTRICTIONS FOR COLONY LAKES PROPERTY OWNERS ASSOCIATION**

This instrument, consisting of Nine (9) pages, is recorded for the purpose of amending the Declaration of Covenants and Restrictions for Colony Lakes Property Owners Association (hereinafter referred to as "Declaration"), which was recorded on July 18, 1990 with the Recorder of Deeds, DuPage County, Illinois as Document number R90-091309, which was amended by Document R92-044187 which was recorded on March 13, 1992, which was further amended by Document R93-046140 which was recorded on March 10, 1993, and which was further amended by Document R2003-461901 which was recorded on December 5, 2003.

This Amendment is adopted pursuant to the provisions of Article IX, Sections 1 and 2 of said Declaration. Article IX, Section 2 provides that this Amendment, the text of which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds, DuPage County, Illinois, following the approval of this Amendment by Voting Members representing at least a majority of a quorum of the votes in the Association, but in no event shall this Amendment be approved by less than 30% of the total votes in the Association, either in person or by proxy, and such vote being certified by an officer of the Association that this Amendment was duly approved as set forth herein.

**PREAMBLE**

WHEREAS, the Declaration of Covenants and Restrictions for Colony Lakes Property Owners Association has been recorded with the Recorder of Deeds, DuPage County, Illinois, on July 18, 1990, as Document number R90-091309;

WHEREAS, the Declaration of Covenants and Restrictions for Colony Lakes Property Owners Association has been amended by Document number R92-044187 which was recorded with the Recorder of Deeds, DuPage County, Illinois on March 13, 1992, Document number R93-046140 which was recorded with the Recorder of Deeds, DuPage County, Illinois on March 10, 1993 and Document number R2003-461901 which was recorded with the Recorder of Deeds, DuPage County, Illinois on December 5, 2003;

WHEREAS, the Board of Directors for Colony Lakes Property Owners Association and the Owners desire to amend the Declaration to restrict the leasing of individual Units that will

require all Units to be Owner occupied or occupied by a member of the Owner's immediate family no later than twelve (12) months following recording of this Amendment; and

WHEREAS, the Amendment has been approved by the Voting Members representing at least a simple majority of a quorum of the total votes in the Association, but in no event has this Amendment been approved by less than thirty percent (30%) of the total votes in the Association, either in person or by proxy, at a meeting duly called for the purpose of amending the Declaration in accordance with Article IX of the Declaration and Article III, Section 4 of the Bylaws, and certified by an officer of the Association that this Amendment was duly approved in compliance with the aforementioned provisions of the Declaration and Bylaws;

NOW THEREFORE, the Declaration of Covenants and Restrictions for Colony Lakes Property Owners Association is hereby amended in accordance with the text which follows:

### AMENDMENT

1. Article X, Section 4, "Leasing of Residences", shall be deleted in its entirety. Following adoption of this Amendment, Article X, Section 4, "Leasing of Residences" shall include the following provisions only:

#### Article X

#### General Provisions

1. Section 4: Leasing of Residences.

(a) **Prohibition against Leasing.** Each Unit Owner shall occupy and use his/her Unit as a private dwelling. Rental or leasing of the Units is prohibited, except as hereafter provided in this Article X, Section 4. Rentals or leasing to a member of the Unit Owner's immediate family members, including, children, grandchildren, siblings or parents shall not be prohibited or restricted by the Association.

(b) **Hardship Provisions.** In the event that a Unit Owner, due to medical or health reasons or other justifiable cause constituting a hardship, in the sole discretion of the Board, shall be unable to occupy the Unit for a period in excess of four (4) months and based on said hardship desires to lease said Unit, the Unit Owner shall make application to the Board which may, by majority vote and review of the application, grant to the Unit Owner an exception to the above leasing restrictions, upon such conditions as the Board may establish and uniformly apply.

(c) **Current Leases.** All Units that are not Owner occupied or occupied by a member of the Owner's immediate family (as defined herein in paragraph (a)) at the time of passage of this Amendment, may continue to be leased for a period not to exceed twelve (12) months from the date this Amendment is recorded with the DuPage County Recorder. Upon expiration of the twelve (12) month period following recording of this Amendment, all units in the Association shall be Owner occupied or occupied by a

member of the Owner's immediate family as defined in paragraph (a) herein. Any individuals residing in Units at the Association that are not Owners or members of the Owner's immediate family upon expiration of the twelve (12) month period following recording of this Amendment shall be in violation of this Amendment and the Declaration for Colony Lakes, subject to the remedies available to the Association to cure such violation as more fully described herein and the Declaration.

(d) **Association Leases.** The Association and the Board on behalf of the Association shall be exempt from any lease restrictions provided in paragraphs (a), (b) and (c) of this Article X, Section 4.

(e) **General Provisions.** Each Unit Owner leasing his/her Unit under such "hardship" exception or pursuant to paragraph (b) shall deliver a copy of the signed lease to the Board, or if the lease is oral, a memorandum of lease, no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first.

In the event that the Owner fails to comply with such leasing requirements set forth in this Amendment, the Association may seek to evict a tenant from the Unit pursuant to Article IX of the Illinois Code of Civil Procedure and to recover all attorney's fees, court costs and fines levied against the offending Owner's account as a result of their default and breach of the restrictions upon leasing set forth in this Amendment. Furthermore, all provisions of the Declaration, Bylaws and Rules and Regulations shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed. The Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any of covenants, rules, regulations or bylaws.

2. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration.

3. The language of this Amendment shall govern any conflicts between this document and the prior Declaration and the amendments thereto.

4. Except as to the extent expressly set forth herein above, and as amended, the Declaration, Bylaws and Rules and Regulations shall continue in full force and effect without change.

**END OF TEXT OF AMENDMENT**

This instrument was prepared by: ~~RETURN TO:~~  
 Douglas J. Sury  
 KEAY & COSTELLO, P.C.  
 128 South County Farm Road  
 Wheaton, Illinois 60187

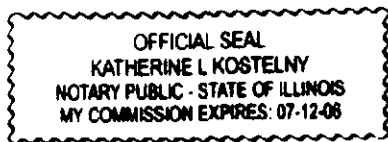
STATE OF ILLINOIS        )  
  )ss  
COUNTY OF DUPAGE        )

The undersigned is a member of the Board of Directors for Colony Lakes Property Owners Association, a common interest association established by the aforesaid Declaration, and by my signature below, do hereby execute the foregoing Amendment to the Declaration on behalf of the Board and the Owners and certify that this Amendment was approved by the Owners representing at least a simple majority of the total votes of the Association, in person or by proxy, at a meeting duly called in accordance with Article IX of the Declaration and Article III, Section 4 of the Bylaws.

EXECUTED this 5<sup>th</sup> day of October, 2004.

*Shari Lee - President*  
Being a member of the Board of  
Directors for Colony Lakes Property  
Owners Association

I, Katherine L. Kostelny, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors for Colony Lakes Property Owners Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.



By: *Katherine Kostelny*

**Legal Description:**

Lots 1 through 84 in the Colony of Fox Valley Unit 1 a subdivision of part of Section 31, Township 38 North, Range 9 east of the Third Principal Meridian according to the plat thereof recorded June 15, 1990 as Document number R90-73847, in DuPage County, Illinois.

Lots 87 and 203-257 in the Colony of Fox Valley Unit 4 a subdivision of part of Sections 31 and 32, Township 38 North, Range 9 east of the Third Principal Meridian according to the plat thereof recorded June 15, 1990 as Document number R90-73847 in DuPage County, Illinois.

Lots 36, 101 through 108 and 131 through 202 in the Colony of Fox Valley Unit 3 a subdivision of part of Sections 31 and 32, Township 38 North, Range 9 east of the Third Principal Meridian according to the plat thereof recorded February 19, 1991 as Document number R91-164025 in DuPage County, Illinois.

Lots 86 through 100 and 109-130 in the Colony of Fox Valley Unit 2 a subdivision of part of Sections 31 and 32, Township 38 North, Range 9 east of the Third Principal Meridian according to the plat thereof recorded February 19, 1993 as Document number R93-033817 in DuPage County, Illinois.

4:28 PM  
11/18/03

**Colony Lakes Homeowners Association**  
**Customer Contact List**  
November 18, 2003

Customer	PIN	Customer	PIN
2500 Dorothy Drive	07-31-414-001	2760 Dorothy Drive	07-31-415-022
2510 Dorothy Drive	07-31-414-002	2765 Dorothy Drive	07-31-416-047
2520 Dorothy Drive	07-31-414-003	2800 Dorothy Drive	07-31-417-016
2525 Dorothy Drive	07-31-416-015	2803 Dorothy Drive	07-31-418-010
2530 Dorothy Drive	07-31-414-004	2805 Dorothy Drive	07-31-418-011
2535 Dorothy Drive	07-31-416-016	2807 Dorothy Drive	07-31-418-008
2540 Dorothy Drive	07-31-414-005	2809 Dorothy Drive	07-31-418-009
2545 Dorothy Drive	07-31-416-017	2810 Dorothy Drive	07-31-417-031
2550 Dorothy Drive	07-31-414-006	2811 Dorothy Drive	07-31-418-014
2560 Dorothy Drive	07-31-414-007	2812 Dorothy Drive	07-31-417-032
2570 Dorothy Drive	07-31-414-008	2813 Dorothy Drive	07-31-418-015
2575 Dorothy Drive	07-31-416-024	2815 Dorothy Drive	07-31-418-016
2580 Dorothy Drive	07-31-414-009	2817 Dorothy Drive	07-31-418-017
2585 Dorothy Drive	07-31-416-025	2820 Dorothy Drive	07-31-417-008
2590 Dorothy Drive	07-31-414-010	2822 Dorothy Drive	07-31-417-009
2595 Dorothy Drive	07-31-416-026	2823 Dorothy Drive	07-31-418-008
2600 Dorothy Drive	07-31-415-001	2825 Dorothy Drive	07-31-418-022
2605 Dorothy Drive	07-31-416-027	2830 Dorothy Drive	07-31-417-010
2610 Dorothy Drive	07-31-415-002	2832 Dorothy Drive	07-31-417-011
2615 Dorothy Drive	07-31-416-028	2833 Dorothy Drive	07-31-418-020
2620 Dorothy Drive	07-31-415-003	2835 Dorothy Drive	07-31-418-021
2625 Dorothy Drive	07-31-416-029	2840 Dorothy Drive	07-31-417-012
2630 Dorothy Drive	07-31-415-004	2842 Dorothy Drive	07-31-417-013
2635 Dorothy Drive	07-31-416-030	2843 Dorothy Drive	07-31-418-012
2640 Dorothy Drive	07-31-415-005	2845 Dorothy Drive	07-31-418-013
2645 Dorothy Drive	07-31-416-031	2850 Dorothy Drive	07-31-417-027
2650 Dorothy Drive	07-31-415-006	2852 Dorothy Drive	07-31-417-028
2655 Dorothy Drive	07-31-416-032	2860 Dorothy Drive	07-31-417-014
2659 Dorothy Drive	07-31-416-033	2862 Dorothy Drive	07-31-417-015
2660 Dorothy Drive	07-31-415-007	2870 Dorothy Drive	07-31-417-029
2665 Dorothy Drive	07-31-416-034	2872 Dorothy Drive	07-31-417-030
2669 Dorothy Drive	07-31-416-035	2873 Dorothy Drive	07-32-317-076
2670 Dorothy Drive	07-31-415-008	2875 Dorothy Drive	07-32-317-075
2675 Dorothy Drive	07-31-416-036	2880 Dorothy Drive	07-32-316-018
2680 Dorothy Drive	07-31-415-009	2882 Dorothy Drive	07-32-316-019
2685 Dorothy Drive	07-31-416-037	2883 Dorothy Drive	07-32-317-074
2689 Dorothy Drive	07-31-416-038	2885 Dorothy Drive	07-32-317-073
2695 Dorothy Drive	07-31-416-039	2890 Dorothy Drive	07-32-316-020
2699 Dorothy Drive	07-31-416-040	2892 Dorothy Drive	07-32-316-021
2700 Dorothy Drive	07-31-415-016	2893 Dorothy Drive	07-32-317-072
2705 Dorothy Drive	07-31-416-041	2895 Dorothy Drive	07-32-317-071
2710 Dorothy Drive	07-31-415-017	2900 Dorothy Drive	07-32-316-022
2715 Dorothy Drive	07-31-416-042	2902 Dorothy Drive	07-32-316-023
2720 Dorothy Drive	07-31-415-018	2903 Dorothy Drive	07-32-317-070
2725 Dorothy Drive	07-31-416-043	2905 Dorothy Drive	07-32-317-069
2730 Dorothy Drive	07-31-415-019	2910 Dorothy Drive	07-32-316-032
2735 Dorothy Drive	07-31-416-044	2912 Dorothy Drive	07-32-316-033
2740 Dorothy Drive	07-31-415-020	2913 Dorothy Drive	07-32-317-068
2745 Dorothy Drive	07-31-416-045	2915 Dorothy Drive	07-32-317-067
2750 Dorothy Drive	07-31-415-021	2920 Dorothy Drive	07-32-316-024
2755 Dorothy Drive	07-31-416-046	2922 Dorothy Drive	07-32-316-025

\*All in Aurora, DuPage County, Illinois

6

4:28 PM  
11/18/03

## Colony Lakes Homeowners Association

## Customer Contact List

November 18, 2003

Customer	PIN		PIN
2800 Diane Drive	07-31-414-014	3076 Diane Drive	07-32-312-079
2801 Diane Drive	07-31-417-019	3086 Diane Drive	07-32-312-080
2805 Diane Drive	07-31-417-020	3095 Diane Drive	07-32-316-057
2806 Diane Drive	07-31-414-015	3096 Diane Drive	07-32-312-081
2809 Diane Drive	07-31-417-021	3105 Diane Drive	07-32-316-058
2816 Diane Drive	07-31-414-016	3106 Diane Drive	07-32-312-082
2819 Diane Drive	07-31-417-022	3115 Diane Drive	07-32-316-059
2826 Diane Drive	07-31-414-017	3116 Diane Drive	07-32-312-083
2836 Diane Drive	07-31-414-018	3125 Diane Drive	07-32-316-060
2839 Diane Drive	07-31-417-023	3126 Diane Drive	07-32-312-084
2846 Diane Drive	07-31-414-019	3135 Diane Drive	07-32-316-061
2856 Diane Drive	07-31-414-020	3136 Diane Drive	07-32-312-085
2866 Diane Drive	07-31-414-021	3145 Diane Drive	07-32-316-062
2869 Diane Drive	07-31-417-024	3146 Diane Drive	07-32-312-086
2876 Diane Drive	07-31-414-022	3155 Diane Drive	07-32-316-063
2878 Diane Drive	07-31-414-023	3156 Diane Drive	07-32-312-087
2879 Diane Drive	07-31-417-025	3165 Diane Drive	07-32-316-064
2896 Diane Drive	07-31-414-024	3166 Diane Drive	07-32-312-088
2899 Diane Drive	07-31-417-026	3175 Diane Drive	07-32-316-065
2906 Diane Drive	07-32-312-062	3176 Diane Drive	07-32-312-089
2909 Diane Drive	07-32-316-042	3186 Diane Drive	07-32-312-090
2916 Diane Drive	07-32-312-063	3196 Diane Drive	07-32-312-091
2919 Diane Drive	07-32-316-043	3206 Diane Drive	07-32-312-092
2926 Diane Drive	07-32-312-064		
2929 Diane Drive	07-32-316-044	1535 Kaimy Court	07-31-416-001
2936 Diane Drive	07-32-312-065	1545 Kaimy Court	07-31-416-002
2939 Diane Drive	07-32-316-045	1550 Kaimy Court	07-31-416-014
2945 Diane Drive	07-32-316-046	1555 Kaimy Court	07-31-416-003
2946 Diane Drive	07-32-312-066	1560 Kaimy Court	07-31-416-013
2955 Diane Drive	07-32-316-047	1565 Kaimy Court	07-31-416-004
2956 Diane Drive	07-32-312-067	1570 Kaimy Court	07-31-416-012
2965 Diane Drive	07-32-316-048	1575 Kaimy Court	07-31-416-005
2966 Diane Drive	07-32-312-068	1580 Kaimy Court	07-31-416-011
2975 Diane Drive	07-32-316-049	1585 Kaimy Court	07-31-416-006
2976 Diane Drive	07-32-312-069	1590 Kaimy Court	07-31-416-010
2985 Diane Drive	07-32-316-050	1593 Kaimy Court	07-31-416-007
2986 Diane Drive	07-32-312-070	1597 Kaimy Court	07-31-416-008
2995 Diane Drive	07-32-316-051	1600 Kaimy Court	07-31-416-009
2996 Diane Drive	07-32-312-071		
3005 Diane Drive	07-32-316-052	1552 Bryan Court	07-31-416-023
3006 Diane Drive	07-32-312-072	1557 Bryan Court	07-31-416-018
3015 Diane Drive	07-32-316-053	1562 Bryan Court	07-31-416-022
3016 Diane Drive	07-32-312-073	1567 Bryan Court	07-31-416-019
3025 Diane Drive	07-32-316-054	1572 Bryan Court	07-31-416-021
3026 Diane Drive	07-32-312-074	1577 Bryan Court	07-31-416-020
3035 Diane Drive	07-32-316-055		
3036 Diane Drive	07-32-312-075		
3045 Diane Drive	07-32-316-056		
3046 Diane Drive	07-32-312-076		
3056 Diane Drive	07-32-312-077		
3066 Diane Drive	07-32-312-078		





4:28 PM  
11/18/03

**Colony Lakes Homeowners Association  
Customer Contact List  
November 18, 2003**

Customer	PIN		PIN
2923 Dorothy Drive	07-32-317-066	1541 Karen Court	07-31-415-047
2925 Dorothy Drive	07-32-317-065	1544 Karen Court	07-31-415-040
2930 Dorothy Drive	07-32-316-066	1551 Karen Court	07-31-415-046
2932 Dorothy Drive	07-32-316-067	1554 Karen Court	07-31-415-041
2933 Dorothy Drive	07-32-317-064	1561 Karen Court	07-31-415-045
2935 Dorothy Drive	07-32-317-063	1564 Karen Court	07-31-415-042
2940 Dorothy Drive	07-32-316-068	1571 Karen Court	07-31-415-044
2942 Dorothy Drive	07-32-316-069	1574 Karen Court	07-31-415-043
2950 Dorothy Drive	07-32-316-070		
2952 Dorothy Drive	07-32-316-071		
2953 Dorothy Drive	07-32-317-062		
2955 Dorothy Drive	07-32-317-061		
2960 Dorothy Drive	07-32-316-026		
2962 Dorothy Drive	07-32-316-027		
2970 Dorothy Drive	07-32-316-028		
2972 Dorothy Dr.	07-32-316-029		
2980 Dorothy Drive	07-32-316-030		
2982 Dorothy Drive	07-32-316-031		
2983 Dorothy Drive	07-32-317-060		
2985 Dorothy Drive	07-32-317-059		
2990 Dorothy Drive	07-32-316-034		
2992 Dorothy Drive	07-32-316-035		
3000 Dorothy Drive	07-32-316-074		
3002 Dorothy Drive	07-32-316-075		
3010 Dorothy Drive	07-32-316-072		
3012 Dorothy Drive	07-32-316-073		
3013 Dorothy Drive	07-32-317-058		
3015 Dorothy Drive	07-32-317-057		
3020 Dorothy Drive	07-32-316-036		
3022 Dorothy Drive	07-32-316-037		
3023 Dorothy Drive	07-32-317-056		
3025 Dorothy Drive	07-32-317-055		
3030 Dorothy Drive	07-32-316-038		
3032 Dorothy Drive	07-32-316-039		
3033 Dorothy Drive	07-32-317-054		
3035 Dorothy Drive	07-32-317-053		
3040 Dorothy Drive	07-32-316-040		
3042 Dorothy Drive	07-32-316-041		