



**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

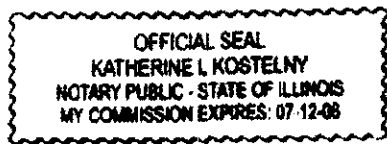
STATE OF ILLINOIS        )  
  )ss  
COUNTY OF DUPAGE        )

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.