

**AMENDMENT TO  
THE AMENDED AND  
RESTATED  
CONSOLIDATED  
DECLARATION  
CONSTITUTION  
AND BYLAWS FOR  
THE FOX LAKE  
HILLS PROPERTY  
OWNERS  
ASSOCIATION**

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Page 1 of 10  
Fees: \$60.00  
IL Rental Housing Fund: \$9.00  
Lake County IL Recorder  
Mary Ellen Vanderverter Recorder  
File **7794984**

This document is recorded for the purpose of amending the Amended and Restated Consolidated Declaration, Constitution and Bylaws for the Fox Lake Hills Property Owners Association (the "Declaration") which Amended and Restated Declaration was recorded in the Office of the Recorder of Deeds of Lake County, on May 4, 2016 as Document Number 7289124 and pertains to the property legally described in Exhibit "A" (the "Property"), which is attached hereto and made a part hereof.

For Use by Recorder's Office Only

**WITNESSETH:**

WHEREAS, the Board desires to amend the Declaration of the Association relative to certain Covenants and Enforcement provisions and

WHEREAS, pursuant to the provisions of Article IV Paragraph 4.19 of the Declaration, the Board of Directors shall have the right from time to time to alter, change, modify, revoke or delete, in whole or in part, any or all of the restrictions, covenants and conditions above set forth and contained in the Declaration of Restrictions filed of record in the Recorder's Office, Lake County, Illinois without the Approval or consent of any property owner or owners or who may thereafter become owners of property in said subdivision; and.

Such amendment shall be effective upon the recordation of such instrument in the office of the Recorder of Deeds of Lake County Illinois.

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

John H. Bickley III  
Kovitz Shifrin Nesbit  
175 N Archer Ave  
Mundelein, IL 60060 — (847) 537-0500

WHEREAS, said instrument has been approved by the affirmative vote of A majority of the members of the Board of Directors as evidenced by the certification attached hereto as Exhibit "B" and made a part hereof; and

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WHEREAS, the effective date of the Amendment shall be the date of recordation.

NOW, THEREFORE, the Declaration is hereby amended as follows:

**Article IV Paragraph 4.20 of the Declaration is created as follows:**

**CONDUCT OF OWNERS/TENANTS OR GUESTS:** No unlawful, obnoxious or offensive activity shall be carried on in any Lot, Dwelling or in the Common Area, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other homeowners or occupants or which disrupts any other homeowner's reasonable use and enjoyment of the Property.

**Article IV Paragraph 4.21 of the Declaration is created as follows:**

**REMEDIES.** (a) *In General.* In the event of any default or violation of the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association by any Homeowner (either by his own conduct or by any other Occupant of his Lot and Dwelling), the Association, or its successors or assigns, or the Board, or its agents, shall after notice and an opportunity for a hearing have the right to levy reasonable fines against the Homeowner and additionally, shall have each and all of the rights and remedies which may be provided for in the Common Interest Community Association Act, Declaration, By-Laws, Forcible Entry and Detainer Act, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Homeowner and/or others:

- (i) for enforcement or foreclosure of any lien and the appointment of a receiver for the Lot and Dwelling and ownership interest of such Homeowner, without notice and without regard to the value of such Lot and Dwelling or the ownership interest or the solvency of such Homeowner;
- (ii) for damages;
- (iii) for injunction or specific performance;
- (iv) for judgment for payment of money and collection thereof;
- (v) for the right to take possession of the Lot and Dwelling, rent the Lot and Dwelling and apply the rents received to payment of unpaid assessments and interest accrued thereon;
- (vi) to sell the Lot and Dwelling at a judicial sale, as hereinafter in this Paragraph 23 provided; or
- (vii) for any combination of the above or for any other relief.

(b) *Association Self-help.* In the event of any such default or violation by any Homeowner, (either by his own conduct or by any other Occupant of his Lot and Dwelling) the Association, the Board and the Managing Agent, if so authorized by the Board, shall have the authority to correct such default or violation and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Homeowner and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a first lien for all of the same upon the

defaulting Homeowner's Lot and Dwelling, his ownership interest in the Common Area, together with any refrigerator, stove, or other appliance or personal property which was sold along with the Lot and Dwelling by the Trustee, provided, however, that such lien shall be subordinate to the lien of a prior recorded mortgage on the interest of such Homeowner, except for amount of the proportionate share of said common expenses which become due and payable from and after the date on which the said mortgage holder or owner either takes possession of the Lot and Dwelling, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage and causes a receiver to be appointed. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board, and the failure of the Association or Board to enforce any of the covenants, conditions or restrictions set forth herein shall not be deemed to be a waiver of said covenants, conditions or restrictions.

(c) *Injunctive Relief.* In the event of any such default or violation by any Homeowner, and if such default or violation shall continue for ten (10) days after notice to the Homeowner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to file an action against the defaulting Homeowner for a judgment or injunction against the Homeowner or Occupant, requiring the defaulting Homeowner or Occupant to comply with the provisions of this Declaration, By-Laws and the rules or regulations adopted by the Board and granting other appropriate relief, including money damages.

(d) *Involuntary Sales.* In the event of any such default or violation by any Homeowner, (either by his own conduct or by any other Occupant of his Lot and Dwelling), the Association and the Board shall have the power to sell the Lot and Dwelling at a judicial sale. The proceeds of any judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceedings and sale, and all such items shall be taxed against the defaulting Homeowner in a final judgment. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Homeowner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Lot and Dwelling and to the appurtenant ownership interest in the Common Area and to immediate possession of the Lot and Dwelling sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and all other expenses of the proceeding and sale, and all damages, liquidated or otherwise, together with interest thereon at the rate of 9% per annum until paid, shall be charged to and assessed against such defaulting Homeowner, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a first lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Lot and Dwelling, the appurtenant ownership interest in the Common Area of such defaulting Homeowner and upon all of his additions and improvements thereto and any refrigerator, stove or other appliance or personal property which was sold along with the Lot and Dwelling by Trustee, provided, however, that such lien shall be subordinate to the lien of a prior recorded encumbrance on the interest of such Homeowner, except for the amount of the proportionate share of such common expenses which become due and payable from and after the date on which the said encumbrance owner or holder either takes possession of the Lot and Dwelling, accepts a conveyance of any interest therein (other than as a security) or files suit to foreclose its mortgage and causes a receiver to be appointed.

**Article VIII Paragraph 8.04 of the Declaration is amended as follows (Additions indicated by underline, deletions indicated by strikethrough):**


**8.04 DEFAULT, COLLECTION AND LIENS AGAINST Property**

(a) Association member shall be in default of the annual assessment, including all special assessments as defined in Article VII, Section 2, if not paid by March 15 of each calendar year for which the assessment is due. Payments received after March 15 will incur ~~an interest charge of twelve percent (12%) annual (one percent (1%) per month on the unpaid balance), retroactive to January 15 of the same year~~ a late charge of \$50.00. The unpaid balance and ~~interest~~ late charges shall become a lien on the Property and the Business Manager shall be duly authorized by the Board of Directors to file a lien against the Property for which the assessment is in arrears with the Recorder of Deeds, Lake County, Illinois.

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

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

APPROVED THIS 20th DAY OF April, 2021

  
\_\_\_\_\_

President, Board of Directors of Fox Lake Hills  
Property Owners Association

**END OF TEXT OF AMENDMENT**

## EXHIBIT A

### Legal Description

Fox Lake Hills Property Owners Association, an Illinois corporation, being the owner of the following described real estate:

STANTON BAY COMPANY, an Illinois corporation, and WILDWOOD ON GAGES LAKE, INC., an Illinois corporation, being all of the owners of the following described real estate:

Lots 1 to 42 inclusive in Block 1; Lots 1 to 18 inclusive in Block 8; Lots 1 to 86 inclusive in Block 10; and Lots 1 to 27 inclusive in Block 11 in Fox Lake Hills, Busse Area, Unit 1, being a subdivision in Section 1, Township 45 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 1", Document No. 827517, recorded June 16, 1954)

HAYES DEVELOPMENT COMPANY, an Illinois corporation, being the owner of the following described real estate:

Lots 1 to 12 inclusive in Block A; Lots 13 to 49 inclusive and Lots 56 to 61 inclusive in Block B; Lots 1 to 4 inclusive and Lots 58 to 76 inclusive in Block C; Lots 1 to 52 inclusive in Block E; Lots 1 to 18 inclusive in Block F; Lots 1 to 12 inclusive in Block H; Lots 1 to 26 inclusive in Block I; and Lots 1 to 3 inclusive in Block J in Fox Lake Hills, Chesney Area, Unit 1, being a subdivision in Section 36, Township 45 North and 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 2", Document No. 827522, recorded June 16, 1954)

HAYES DEVELOPMENT COMPANY, an Illinois corporation, being the owner of the following described real estate:

Lots 5 to 23 inclusive in Block C; Lot 57 in Block C; Lots 1 to 3 inclusive in Block D; Lots 34 to 42 inclusive in Block D; and Lots 1 and 2 in block E, in Fox Lake Hills, Chesney Area, Unit 2, being a subdivision in Section 36, Township 45 North and 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 3", Document No. 861385, recorded April 16, 1955)

HAYES DEVELOPMENT COMPANY, an Illinois corporation, being the owner of the following described real estate:

Lots 13 to 22 inclusive in Block A; Lots 62 and 63 in Block A; and Lots 1 to 12 inclusive in Block B, in Fox Lake Hills, Chesney Area, Unit 3, being a subdivision in Sections 1 and 36, Township 45 North and 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 4", Document No. 880459, recorded September 7, 1955)

STANTON BAY COMPANY, an Illinois corporation, being the owner of the following described real estate:

Lots 3 to 20 inclusive in Block 2; Lots 1 to 30 inclusive in Block 3; Lots 1 to 19 inclusive in Block 4; Lots 1 to 16 inclusive in Block 5; Lots 1 to 29 inclusive in Block 6; Lots 1 to 38 inclusive in Block 7; in Orchard Gardens of Fox Lake Hills, being a Subdivision of a part of Lot A in Fox Lake Hills, Busse Area, Unit No. 1, in Section 1, Township 45 North, Range 9, East of the Third Principal Meridian, in Lake County, Illinois, according to the plat of said Orchard Gardens recorded July 8, 1955 as Document No. 873005 in Book 33 of Plats, page 37.

(Hereinafter referred to as "Declaration No. 5", Document No. 883247, recorded September 29, 1955)

WILDWOOD ON GAGES LAKE, INC., an Illinois corporation, being the owner of the following described real estate:

Lots 1 to 25 inclusive in Block 12; Lots 1 to 17 inclusive in Block 13; Lots 1 to 19 inclusive in Block 9 being a subdivision of all that part of Lot "A" in Fox Lake Hills, Busse Area, Unit 1, lying east of the easterly line of Grand Avenue and South of a line drawn parallel to the south line of Section 1, Township 45 North, Range 9 east of the Third Principal Meridian and 1372.40 feet north thereof (measured at right angles thereto) all in Fox Lake Hills, Busse Area, Unit 1, aforesaid, a subdivision of a part of the South half of Section 1, Township 45 North, Range 9 east of the Third Principal Meridian according to the plat thereof recorded in the recorder's office of Lake County, Illinois in Book 33 of Plats on page 7 situated in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 6", Document No. 956944, recorded May 18, 1957)

WILDWOOD ON GAGES LAKE, INC., an Illinois corporation, being the owner of the following described real estate:

Lots 1 to 20 inclusive in Block 14; Lots 1 to 17 inclusive in Block 15; Lots 15 to 29 inclusive in Block 16; Lots 13 to 15 inclusive in Block 18 being a Subdivision of all that part of Lot "A" in Fox Lake Hills Busse Area Unit 1, lying east of the Easterly line of Grand Avenue and North of a line drawn parallel to the South line of Section 1, Township 45 North, Range 9 East of the Third Principal Meridian and 1372.4 feet North thereof (measured at right angles thereto) all in Fox Lake Hills Busse Area Unit 1, aforesaid, a Subdivision of a part of the South Half of said Section 1, according to the plat thereof recorded in the Recorder's Office of Lake County, Illinois in Book 34 of Plats. Also being a Subdivision of Lot "X" in Orchard Gardens of Fox Lake Hills Unit 2, according to the plat thereof recorded in the Recorder's Office of Lake County, Illinois as Document No. 961679. All situated in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 7", Document No. 967301, recorded October 3, 1957)

HAYES DEVELOPMENT COMPANY, an Illinois corporation, having been the owner of all of the real estate in a subdivision known as:

Fox Lake Hills, Chesney Area, Unit No. 4, being a subdivision in Section 1, Township 45 North, Range 9, East of the Third Principal Meridian, and Section 36, Township 46 North, Range 9, East of the Third Principal Meridian, according to the plat thereof, recorded June 15, 1956, as Document 912128, in Book 33 of Plats, Page \_\_\_\_, in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 8", Document No. 918114, recorded December 31, 1957)

FOX LAKE HILLS, INC., an Illinois corporation, being the owners of the following described real estate:

Unit No. 3 of Orchard Gardens of Fox Lake Hills, being a subdivision of Lot "B" in Orchard Gardens of Fox Lake Hills Unit No. 2A, a subdivision of a part of Section 1, Township 45 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 20, 1959 as Document 1041966. Situated in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 9", Document No. 1042357, recorded August 24, 1959)

**EXHIBIT B**

**CERTIFICATION/AFFIDAVIT OF BOARD OF DIRECTORS APPROVAL**

I, Debra L. Newman, am the Secretary of the Fox Lake Hills Property Owners Association, an Illinois not-for-profit corporation, and by my signature below, do hereby certify that the foregoing Amendment to the Amended and Restated Consolidated Declaration, Constitution and Bylaws for the Fox Lake Hills Property Owners Association was approved by the affirmative vote of a majority of The Board of Directors at a Board Meeting duly called for that purpose.

EXECUTED this 20<sup>th</sup> day of April, 2021

BY:   
Secretary



**RESOLUTION ON ELECTRONIC DELIVERY OF NOTICE  
DESIGNATION OF ADDRESS TO BE PROVIDED ON LIST OF MEMBERS/OWNERS**

WHEREAS, Fox Lake Hills Property Owners Association ("Association") is an Illinois not-for-profit corporation, organized and operating for the purpose of administering and maintaining the common areas at the property commonly known as Fox Lake Hills Property Owners Association; and

WHEREAS, the Association is administered by a duly elected Board of Directors ("Board") in accordance with the Declaration for Fox Lake Hills Property Owners Association; and

WHEREAS, the Board of Directors is charged with the responsibility of administering the property and the Fox Lake Hills Property Owners Association in the best interests of the members of the Association; and

WHEREAS, the Board of Directors has deemed it to be in the best interests of the Association to adopt rules, pursuant to the Common Interest Community Association Act, concerning electronic delivery of notice and electronic voting; and

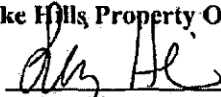
WHEREAS, the following rules shall supplement the existing rules and regulations, however, the rules and regulations contained herein shall supersede any contradictory rules and regulations contained in the existing policies of the Association.

NOW, THEREFORE, BE IT RESOLVED, that the following rules are hereby adopted and added to the existing rules and regulations of the Association:


1. Electronic delivery of notices and other communications required or contemplated by the Common Interest Community Association Act may be delivered to each unit owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted. A form shall be provided for this purpose.
2. Each unit owner may designate an electronic address or a U.S. Postal Service address, or both, as the unit owner's address on any list of members or unit owners which the Association is required to provide upon request pursuant to any provision of the Common Interest Community Association Act or any governing instrument. A form shall be provided for this purpose.
3. The Board may, if it determines it to be in the best interest of the Association, conduct its election via the internet, including but not limited to sending all notices and receiving ballots electronically.

Approved this 20th day of April, 2021 by a majority of the Board.

**Fox Lake Hills Property Owners Association**

By:   
Its President

ATTEST:

By:   
Its Secretary

**FOX LAKE HILLS PROPERTY OWNERS ASSOCIATION**  
**UNIT OWNER CONSENT TO ELECTRONIC DELIVERY OF NOTICE**  
**AND**

**DESIGNATION OF ADDRESS TO BE PROVIDED ON LIST OF MEMBERS/OWNERS**

The undersigned, being all of the owners of \_\_\_\_\_, the Fox Lake Hills Property Owners Association, agree that the terms "mailed" and/or "delivered," for the purpose of the giving or service of any notice, or any other document, required or permitted by the Illinois Common Interest Community Association Act ("Act") or by the Association's Declaration and/or By-Laws and/or rules, is deemed effective notice to such unit owner(s) if and at the time such notice is transmitted by electronic means to such email address(es) as appears on the records of the Association.

The following is the e-mail address(es) where such electronic notice is to be transmitted:

\_\_\_\_\_  
\_\_\_\_\_

This Consent can be rescinded, or the e-mail address where electronic notice can be delivered can be changed, by written notice delivered to the Association.

\_\_\_\_\_

If I check this box, I hereby authorize the Association to provide another owner this *electronic address* on any list of members or unit owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

If I check this box, I hereby authorize the Association to provide another owner *this electronic address and a U.S. Postal address* on any list of members or unit owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

If I fail to check either box, the Association shall only provide another owner *a U.S. Postal address* on any list of members or unit owners which the Association is required to provide upon request pursuant to any provision of the Act or the Association's Declaration/By-Laws.

This designation can be changed by notice request delivered to the Association.

\_\_\_\_\_  
UNIT OWNER NAME

\_\_\_\_\_  
UNIT OWNER SIGNATURE

\_\_\_\_\_  
UNIT OWNER NAME

\_\_\_\_\_  
UNIT OWNER SIGNATURE

DATE: \_\_\_\_\_, 2021