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SECOND AMENDMENT TO
DECLARATION OF COVENTANTS, CONDITIONS AND RESTRICTIONS
RECORDED IN THE OFFICE OF THE
DUPAGE COUNTY RECORDER AS
DOCUMENT #R88-117067

PIN #'S 07-29-204-009 THROUGH 07-29-204-042

PIN #'S 07-29-205-003

PIN #'S 07-29-205-019 THROUGH 07-29-205-028

PIN #'S 07-29-205-068 THROUGH 07-29-205-076

PIN #'S 07-29-206-002

RELATIVE TO THE EMERALD SHORES COACH HOMES ASSOCIATION
LOCATED IN AURORA, ILLINOIS



This document prepared by and mail to:

Timothy C. Evensen
HOA Management Group
5329 S. Main St. Suite 106
Downers Grove, Il 60515
708-971-9010

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SECOND AMENDMENT TO DECLARATION OF COVENANTS AND CONDITIONS,
EASEMENTS AND RESTRICTIONS, AND PARTY WALL RIGHTS
FOR THE EMERALD SHORES COACH HOMES ASSOCIATION

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND CONDITIONS, EASEMENTS AND RESTRICTIONS AND PARTY WALL RIGHTS FOR THE EMERALD SHORES COACH HOMES ASSOCIATION (SECOND AMENDED DECLARATION) made this 14th day of August 1991.

RECITALS

A. WHEREAS, by a Declaration of Covenants and Conditions, Easements and Restrictions, and Party Wall Rights for the Emerald Shores Coach Homes Association recorded in the office of the Recorder of DuPage County, Illinois, on October 13, 1988, as Document No R88-117067 and by a First Amended Declaration recorded on October 11, 1990 as Document No. R90-136804, the Developer submitted certain real estate to the provisions of the Declaration the legal description of which is attached hereto as Exhibit A, and

B. WHEREAS, the Declaration provided for its Amendment by the Owners (as defined in the Declaration) in Article 12, Section 12.05 of the Declaration; and

C. WHEREAS, the Owners, by an instrument executed by owners of not less than seventy-five (75%) of the Lots then subject to the provisions of this Declaration to Amend Article 5 and Article 6 of the Declaration. The Certification of which is attached thereto as Exhibit D.

NOW THEREFORE, the Developer does hereby amend the Declaration as follows:

1. Article 5 of the Declaration is hereby deleted in its entirety and the following is substituted therefore:

ARTICLE 5

Obligations of Association and Owners with Respect
to Maintenance and Administration of the Property

5.01 Association's Obligations. In addition to all other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and Lots respectively, the cost and expense of which shall be paid for by the Association from assessment funds:

(a) Common Area. The Association shall maintain, repair, replace and manage the Common Area and all facilities and improvements thereon, and, without limiting the generality of the foregoing, provide for snow removal (including snow removal from driveways appurtenant to Lots and sidewalks providing access to Lots) and scavenger services, grass cutting, weed control, landscaping care and shrubbery maintenance (excluding watering), maintain continuously in force comprehensive liability, hazard and other insurance, maintenance of all sidewalks within the Common Area to the extent such responsibility has not been assumed by the City of Aurora, maintain all auto courts, maintain all underground utilities located in the Common Area serving the Property (including water pipes, sanitary and storm sewer lines, telephone and electrical cables and gas mains but excepting those portions of water and sanitary sewer service lines which do not lie under paved portions of the Common Area) to the extent that the responsibility to maintain such utilities has not been assumed by any public utility agency, the Aurora Sanitary District, the City of Aurora, or other governmental authority or agency, or any Owner, pay all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, pay all sums due the City of Aurora for the enforcement of local laws and provide such other services for the Common Area as the Board deems to be in the best interests of the Association and its members, provided, however, that the Association shall be responsible to maintain or repair any paved driveway or parking spaces to which each Owner has been granted an exclusive easement as provided herein.

(b) Lots. With respect to the Lots and the improvements thereon, the Association shall be responsible for the following:

(i) Maintenance, repair and replacement of the roof, outer surface of exterior walls, foundations, steps, footings, driveways, walkways and patios (including snow removal from driveways and walkways), but excluding window washing, the replacement of broken glass, and the repair of damage to garage doors;

(ii) added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all of the landscaping (excluding watering), if any on the Lots;

(iii) Regular garbage removal from residences located on the Lots if not provided by the City of Aurora or other governmental authority or agency.

(c) The cost of any such maintenance, repairs, and replacement shall be an Association expense.

5.02 Damage by Owner. If, due to the act or omission of an Owner of a Lot, or of a household pet or guest or other authorized

occupant or invitee of the Owner of a Lot, damage shall be caused to the Common Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be an Association expense, then the Owner of the Lot shall pay for such damage and such maintenance repairs and replacements, as may be determined by Board, to the extent not covered by insurance carried by the Association.

5.03 Owner's Obligations. Except as otherwise provided in this Article 5, each Owner, at his sole cost and expense, shall maintain, repair and replace his Lot and the improvements thereon, keeping the same sightly and in good condition and repair, including, without limitation, the watering of shrubs, trees, grass and other landscaping, window washing and repair, damage to garage doors, maintenance of all underground utilities serving his Lot, provided, however, that no Owner shall be obligated or required to repair, replace or maintain any portion of any water service line bring water service to his dwelling from any water service box in or underneath the Common Area, or any portion of any sanitary sewer service line connected to and running from his dwelling to a sanitary sewer line in or underneath the Common Area and not located underneath any paved portion of the Common Area. To the extent that the portion of such lines requiring maintenance, replacement or repair lies beneath any paved portion of the Common Area, the responsibility to maintain, replace or repair shall be that of the Association as provided in Section 5.01(a). No Owner shall suffer or permit any mechanic's or other lien to be or attach to the Common Area by virtue of work performed upon or beneath the Common Area by any Owner. Each Owner shall provide, at his expense, adequate watering to lawns and shrubbery upon those portions of the Common Area within the vicinity of his Lot. Owners of adjacent Lots shall water that portion of the landscaped Common Area which lies at a distance from the nearest perimeter boundary of his Lot which is less than the distance from the nearest perimeter boundary of any adjacent Lot, and shall cooperate to ensure adequate water coverage of all landscaped areas in the Common Area. In no event shall any Owner be required to water Common Areas located a distance greater than 80 feet from the nearest portion of the perimeter of his Lot. The Board may adopt reasonable rules and regulations governing the Owners' obligation to provide watering as stated herein. In the event any Owner shall fail to perform any of the foregoing obligations, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternate remedies, shall have the right (but not the obligation), through its employees and agents or through independent contractors, upon reasonable notice or, in the case of an emergency, without notice, to enter upon any Lot and, if required, into any dwelling, to repair and maintain the Lot and the improvements situated thereon. Each Owner, by acceptance of a deed for his Lot, hereby covenants and agrees to pay the Association the cost of such repairs and maintenance, upon demand, and the Association shall have a lien upon said Lot

enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided. In the event any Owner permits or suffers any mechanic's lien to attach to the Common Area, the Association shall be entitled to discharge such lien and shall have a lien upon such Owner's Lot, enforceable as provided herein in the same manner and to the same extent as would a lien for the failure to pay assessments. The Association shall be responsible for and shall repair any damage caused by it in the exercise of its rights hereunder and shall be liable for any damage to a Lot or any improvements thereon caused by the negligence or willful, wanton or intentional acts of an employee, agent or independent contractor of the Association while acting for or on behalf of the Association.

5.04 Maintenance of the Common Area Prior to Conveyance to Association. Notwithstanding the retention by Declarant of title to all or any portion of the Property designated as Common Area, the Association shall pay or reimburse the Developer for all real estate taxes and all other costs and expenses arising out of or incident to the ownership, maintenance and repair of such portion of the Common Area that is available for use by the Owners to the same extent as such costs and expenses would be the obligation of the Association if it were the record owner thereof.

5.05 Repair and Reconstruction. In the event of damage to or destruction of any dwelling or other improvement installed by Developer on any Lot, the Owner or Owners from time to time of any such improvement covenant and agree that they will, within a reasonable time after such destruction, subject to the provisions of Article 10 hereof, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design in conformance with the exterior of such structure immediately prior to such damage or destruction. If any Owner or Owners fail to make the necessary repairs or reconstruction within a reasonable time after such damage or destruction occurs, the Board may cause the same to be done and the cost thereof shall be charged to such Owner or Owners as his or their personal obligation and shall be a lien on his Lot.

5.05 Condemnation. In the case of a condemnation or taking by eminent domain (a "Taking") by competent authority of any part of the Common Area, the Association shall, if necessary, restore the improvements in the remaining portion of the Common Area to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking. Any proceeds or awards made to the

Association in connection with any such taking shall be applied first to the cost of any restoration, with the balance to be used by the Association to carry out its obligations under this Declaration.

2. Article 6 of the Declaration is hereby amended by deleting Section 6.11 in its entirety and substituting the following therefore:

ARTICLE 6
COVENANT FOR ASSESSMENT

6.11 Collection of Assessments.

(a) Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the rate of eighteen (18%) percent per annum. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed by any action brought in the name of the Association. In addition the Association may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date.

3. Except as expressly set forth herein, the Declaration as amended shall remain in full force and effect in accordance with its terms.

4. Trustee Exculpation: It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements of said Declarant as amended are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Declarant or for the purpose or with the intention of binding said Declarant personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by

said Declarant not in its own right, but solely in the exercise of the powers conferred upon it as Trustee, as aforesaid, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette National Bank of Chicago, Illinois or any of the beneficiaries under the Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of said Declarant in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Declarant will act only on the direction of the beneficiaries.

R91-106157

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 79, 80, 81, 82, 83, 84, 85, 86, 87, and 88 in Willow Shores, being a subdivision of part of the South East Quarter of Section 20 and part of the East one half of Section 29, Township 38 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded August 14, 1979 as Document R79-72361, in DuPage County, Illinois.

PIN:

LOT 79:

PARCEL ONE: 07-29-205-068
3531 Princeton Ave., Aurora, IL.
PARCEL TWO: 07-29-205-069
3525 Princeton Ave., Aurora, IL.
PARCEL THREE: 07-29-205-070
3529 Princeton Ave., Aurora, IL.
PARCEL FOUR: 07-29-205-071
3527 Princeton Ave., Aurora, IL.

LOT 86:

PARCEL ONE: 07-29-204-009
3531 Frontenac Ct., Aurora, IL.
PARCEL TWO: 07-29-204-010
3527 Frontenac Ct., Aurora, IL.
PARCEL THREE: 07-29-204-011
3529 Frontenac Ct., Aurora, IL.
PARCEL FOUR: 07-29-204-012
3525 Frontenac Ct., Aurora, IL.

LOT 80:

PARCEL ONE: 07-29-205-073
3517 Princeton Ave., Aurora, IL.
PARCEL TWO: 07-29-205-074
3515 Princeton Ave., Aurora, IL.
PARCEL THREE: 07-29-205-075
3521 Princeton Ave., Aurora, IL.
PARCEL FOUR: 07-29-205-076
3519 Princeton Ave., Aurora, IL.

LOT 87:

PARCEL ONE: 07-29-204-039
3520 Frontenac Ct., Aurora, IL.
PARCEL TWO: 07-29-204-040
3522 Frontenac Ct., Aurora, IL.
PARCEL THREE: 07-29-204-041
3524 Frontenac Ct., Aurora, IL.
PARCEL FOUR: 07-29-204-042
3526 Frontenac Ct., Aurora, IL.

LOT 81:

07-29-205-003
3533, 3535, & 3537 Princeton
Avenue, Aurora, IL. 60504

LOT 88:

PARCEL ONE: 07-29-204-034
3512 Frontenac Ct., Aurora, IL.
PARCEL TWO: 07-29-204-035
3516 Frontenac Ct., Aurora, IL.
PARCEL THREE: 07-29-204-036
3510 Frontenac Ct., Aurora, IL.
PARCEL FOUR: 07-29-204-037
3514 Frontenac Ct., Aurora, IL.

LOT 82:

PARCEL ONE: 07-29-204-029
3524 Princeton Ave., Aurora, IL.
PARCEL TWO: 07-29-204-030
3520 Princeton Ave., Aurora, IL.
PARCEL THREE: 07-29-204-031
3522 Princeton Ave., Aurora, IL.
PARCEL FOUR: 07-29-204-032
3518 Princeton Ave., Aurora, IL.

All in Zip Code Origin 60504

Legal Description
Cont'd

LOT 83:

PARCEL ONE: 07-29-204-024
3532 Princeton Ave., Aurora, IL.
PARCEL TWO: 07-29-204-025
3528 Princeton Ave., Aurora, IL.
PARCEL THREE: 07-29-204-026
3530 Princeton Ave., Aurora, IL.
PARCEL FOUR: 07-29-204-027
3526 Princeton Ave., Aurora, IL.

LOT 84:

PARCEL ONE: 07-29-204-019
3517 Frontenac Ct., Aurora, IL.
PARCEL TWO: 07-29-204-020
3521 Frontenac Ct., Aurora, IL.
PARCEL THREE: 07-29-204-021
3515 Frontenac Ct., Aurora, IL.
PARCEL FOUR: 07-29-204-022
3519 Frontenac Ct., Aurora, IL.

LOT 85:

PARCEL ONE: 07-29-204-014
3536 Frontenac Ct., Aurora, IL.
PARCEL TWO: 07-29-204-015
3530 Frontenac Ct., Aurora, IL.
PARCEL THREE: 07-29-204-016
3534 Frontenac Ct., Aurora, IL.

ALL IN ZIP CODE ORIGIN 60504

R91-106157

Legal Description
Cont'd

Lots 52 and 54 to 63 in Willow Shores being a subdivision of part of the South East Quarter of Section 20 and part of the East one half of Section 29, Township 38 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded August 14, 1979 as Document R79-72361, in DuPage County, Illinois.

PIN:

LOT 52: 07-29-206-002
400, 402, 406, & 408 Frontenac Street, Aurora, IL.

LOT 54: 07-29-205-028
3479, 3481, 3483, & 3485 Willow View Court, Aurora, IL.

LOT 55: 07-29-205-027
3489, 3491, 3493, & 3495 Willow Shores Avenue, Aurora, IL.

LOT 56: 07-29-205-026- Vacant Land

LOT 57: 07-29-205-025- Vacant Land

LOT 58: 07-29-205-024- Vacant Land

LOT 59: 07-29-205-023- Vacant Land

LOT 60: 07-29-205-022- Vacant Land

LOT 61: 07-29-205-021- Vacant Land

LOT 62: 07-29-205-020- Vacant Land

LOT 63: 07-29-205-019- Vacant Land

All in Zip Code Origin 60504

This document prepared by and mail to:

WARREN E. CRABILL
CRABILL AND CRABILL, LTD.
31 South Main Street
Naperville, IL. 60540
(708) 420-2010

NS1-106157

EXHIBIT "B"

I certify that I am the duly qualified and acting President and Secretary of the Emerald Shores Coach Homes Association, a duly organized and existing Illinois not-for-profit corporation.

The preceeding is a true copy of a Second Amendment to the Declaration of Covenants and Condition, Easements and Restriction, and Party Wall Rights approved by not less than 75% of the voting members of the Corporate Association, as noted by the attached signatures.

Dated: August 14, 1991



WILLIAM BRENNAN, PRESIDENT AND SECRETARY


R91-106157

EXHIBIT "C"

I certify that I am the Developer of the Emerald Shores Coach Homes Association, a duly organized and existing Illinois not-for-profit corporation.

The preceeding is a true copy of a Second Amendment to the Declaration of Covenants and Condition, Easements and Restriction, and Party Wall Rights approved by not less than 75% of the voting members of the Corporate Association, as noted by the attached signatures. I do not object, and in fact, concur with the approval of the Second Amendment.

Dated: August 14, 1991



WILLIAM BRENNAN, PRESIDENT AND SECRETARY

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