

MARY ANN STUKEL

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Will County Recorder

Will County

R 2000037921

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Recording Fees:

23.00

SECOND AMENDMENT TO FOUNDERS PLACE

DECLARATION OF COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS

SECOND AMENDMENT TO FOUNDERS PLACE

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS SECOND AMENDMENT TO FOUNDERS PLACE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made this 23rd day of FEBRUARY, 2000, by BRUTI ASSOCIATES LTD. (hereinafter referred to as "Declarant").

WHEREAS, the Founders Place Declaration of Covenants, Conditions, Restrictions and Easements was recorded in the office of Recorder of Deeds, Will County, Illinois, on May 27, 1998, as Document No. R98-058019 (hereinafter "Declaration"), which Declaration encumbered the real estate legally described in Exhibit A attached hereto; and

WHEREAS, Section 1.26 of the Declaration provided that, by amendment to the Declaration by the Declarant, all or part of the real estate legally described in Exhibit B attached hereto may be made subject to the terms of the Declaration; and

WHEREAS, the real estate legally described on Exhibit C attached hereto, which consists of a portion of the real estate legally described on Exhibit B, was made subject to the terms of the Declaration by the First Amendment to Founders Place Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Office of Recorder of Deeds, Will County, Illinois, on May 11, 1999, as document number R99-059987; and

WHEREAS, the real estate legally described on Exhibit D attached hereto consists of a portion of the real estate legally described on Exhibit B; and

WHEREAS, Declarant wishes to amend the Declaration to make the real estate legally described on Exhibit D subject to all of the terms of the Declaration and to amend Sections 1.4 and 1.20 of the Declaration as hereinafter provided; and

WHEREAS, concurrent with the recording of this Second Amendment to Founders Place Declaration, Declarant will also cause to be recorded a plat of Founders Place Phase I-C, which is a plat of the real estate described in Exhibit D; and

WHEREAS, Declarant wishes to further amend certain provisions of the Declaration to modify, amend and correct certain inadvertently incorrect or incomplete provisions of the Declaration.

NOW, THEREFORE, Declarant hereby declares and agrees as follows:

1. The real estate legally described on Exhibit D is hereby declared to be and expressly made subject to all of the terms of the Declaration. Accordingly, the term "Property" as defined in Section 1.20 of the Declaration, is hereby amended to read as follows:

"1.20 'Property' shall mean and refer to the real estate legally described in Exhibit A, Exhibit C, and Exhibit D hereof."

2. Section 1.4 of the Declaration ("Common Area") is hereby amended to include Lot 71 in Founders Place Phase I-C as additional Common Areas subject to the Declaration.

3. Section 1.16 of the Declaration is hereby deleted in its entirety and the following substituted in its place and stead:

"1.16 'Parcel' shall mean a Lot or a part of a Lot on which a Unit is constructed or to be constructed which may be deeded to a Unit Owner in fee simple and shall have a separate legal description."

4. Section 1.25 of the Declaration is hereby deleted in its entirety and the following substituted in its place and stead:

"1.25 'Unit' shall mean and refer to any attached or detached dwelling intended for the shelter and housing of a Single Family."

5. The Declaration is amended to provide for the addition of Section 1.27 as follows:

"1.27 'Dwelling' shall mean and refer to a single-family residence or a townhome."

6. Section 6.2 of the Declaration is deleted in its entirety and the following substituted in its place and stead:

"6.2 The assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of the residents of the Property and in particular for the maintenance of the Common Area, the maintenance and repair to the exterior of a Parcel and Unit as

hereinabove provided, and for otherwise carrying out the duties and obligations of the Board and the Association as provided herein and in the Articles of Incorporation and By-Laws. Such uses shall include, without limitation, the cost of all general real estate taxes, insurance, repair, replacement and maintenance and other charges required or permitted by this Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve. The annual assessments provided for herein shall commence for each Parcel on the first day of the month following delivery of a Deed to an Owner."

7. Section 6.3 of the Declaration is hereby deleted in its entirety and the following substituted in its place and stead:

"6.3 Each year, on or before November 1, the Board shall prepare a budget for the Association for the ensuing calendar year which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Area and those portions of a Parcel and Unit for which the Association is responsible, and for such other contingencies as

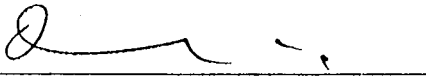
the Board may deem proper. On or before December 1, the Board shall notify each Owner in writing of the amount of such estimate ("Estimated Cash Requirement"). The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before January 1 of the ensuing year, each Owner, jointly and severally, shall be personally liable for and obligated to pay the Association on the first day of each and every month for the next twelve (12) months, one-twelfth (1/12th) of the assessment made pursuant to this Section. | Because of the possibility that maintenance and repair costs for a detached single-family Dwelling and Lot may be proportionately greater than that for an attached Dwelling (townhome) and Lot, the Board may establish the annual assessment for a single-family detached Dwelling at an amount greater than the annual assessment for an attached Dwelling; but in no event shall such detached single-family Dwelling annual assessment exceed the attached Dwelling (townhome) annual assessment by more than twenty percent (20%). | On or before the date of the annual meeting of each calendar year, the Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the


preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall, upon demand at any time, furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Parcel has been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon."

IN WITNESS WHEREOF, BRUTI ASSOCIATES LTD., CHARLES P. BRUTI as its President, and BARBARA BRUTI, as its Secretary, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to this Second Amendment to Founders Place Declaration by its Secretary as of the day and year first above written.

DECLARANT:
BRUTI ASSOCIATES LTD.

ATTEST:

By: 
CHARLES P. BRUTI
President

By: 
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, SUSAN C. DEHEER, a Notary Public in and for said County, in the state aforesaid, do hereby certify that CHARLES P. BRUTI, PRESIDENT, and BARBARA BRUTI, SECRETARY of BRUTI ASSOCIATES LTD., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 23rd day of FEBRUARY, 2000.



Susan C. De Heer
NOTARY PUBLIC

THIS DOCUMENT WAS PREPARED BY:

JAMES J. JOHNSON, P.C.
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17717 S. Oak Park Ave.
Tinley Park, IL 60477
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MAIL TO:

Bruti Associates Ltd.
21146 Washington Pkwy
Frankfort, IL 60423

EXHIBIT A

A portion of that part of the West 3/4 of the Northwest 1/4 of Section 28, Township 35 North, Range 12 East of the Third Principal Meridian, lying South and East of the centerline of U.S. Highway Route No. 45, lying North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick by a deed recorded as Document No. 369299 in Book 606, page 243 in the Office of the Recorder of Will County and lying South of the South line of Minnesota Street extended Westerly from the Village of Frankfort, excepting therefrom that land conveyed to Edward Kodat and his wife by a deed recorded as Document No. 635151 in Book 1200, page 137 in the Office of the Recorder of Deeds of Will County from George W. Elsner and his wife, and also excepting therefrom the South 630.0 feet thereof, said portion being described as follows:

Beginning at the intersection of a line 630.0 feet North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick by a deed recorded as Document No. 369299 in Book 606, page 243 in the Office of the Recorder of Will County, with the centerline of U.S. Highway Route 45; thence South 89°56'08" East on said line 630.0 feet North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick, a distance of 714.74 feet; thence North 00°03'52" East 101.00 feet; thence North 27°17'12" East 42.73 feet; thence North 00°03'52" East 86.00 feet; thence South 89°56'08" East 191.91 feet; thence North 00°03'52" East 310.00 feet; thence South 89°56'08" East 107.75 feet; thence North 00°03'52" East 327.66 feet; thence North 74°35'57" West 132.34 feet; thence South 89°58'13" West 95.05 feet to the centerline of U.S. Highway Route 45; thence South 42°32'20" West on said centerline 944.85 feet to a point of curvature; thence Southwesterly on said centerline along a curve concave Southeast having a radius of 4583.75 feet an arc distance of 265.10 feet to the Point of Beginning, all in Will County, Illinois.

P.I.N. 09-28-104-011-0000

EXHIBIT B:

That part of the West 3/4 of the Northwest 1/4 of Section 28, Township 35 North, Range 12 East of the Third Principal Meridian, lying South and East of the centerline of U S Highway Route No. 45, lying North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick by a deed recorded as Document No. 369299 in Book 606, page 243 in the Office of the Recorder of Will County and lying South of the South line of Minnesota Street extended Westerly from the Village of Frankfort, excepting therefrom that land conveyed to Edward Kodat and his wife by a deed recorded as Document No. 635151 in Book 1200, page 137 in the Office of the Recorder of Deeds of Will County from George W. Elsner and his wife, and also excepting therefrom the South 210.00 feet thereof; and also excepting therefrom the North 420.0 feet of the South 630.0 feet thereof lying West of a line located 663.0 feet West of the East line of the West 3/4 of the Northwest 1/4 of said Section 28; and also excepting therefrom that portion being described as follows: Beginning at the intersection of a line 630.0 feet North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick by a deed recorded as Document No. 369299 in Book 606, page 243 in the Office of the Recorder of Will County, with the centerline of U S Highway Route 45, thence South 89°56'08" East on said line 630.0 feet North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick, a distance of 714.74 feet; thence North 00°03'52" East 101.00 feet; thence North 27°17'12" East 42.73 feet; thence North 00°03'52" East 86.00 feet; thence South 89°56'08" East 191.91 feet; thence North 00°03'52" East 310.00 feet; thence South 89°56'08" East 107.75 feet; thence North 00°03'52" East 327.66 feet; thence North 74°35'57" West 132.34 feet; thence South 89°58'13" West 95.05 feet to the centerline of U S Highway Route 45; thence South 42°32'20" West on said centerline 944.85 feet to a point of curvature; thence Southwesterly on said centerline along a curve concave Southeast having a radius of 4583.75 feet an arc distance of 265.10 feet to the Point of Beginning, all in Will County, Illinois.

EXHIBIT C

Legal Description (Phase I-B):

A portion of that part of the West 3/4 of the Northwest 1/4 of Section 28, Township 35 North, Range 12 East of the Third Principal Meridian, lying South and East of the centerline of highway U.S. Route 45, lying North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick by a deed recorded as Document No. 369299 in Book 606, page 243 in the Office of the Recorder of Will County and lying South of the South line of Minnesota Street extended Westerly from the Village of Frankfort, excepting therefrom that land conveyed to Edward Kodat and his wife by a deed recorded as Document No. 635151 in Book 1200, page 137 in the Office of the Recorder of Deeds of Will County from George W. Elsner and his wife, and also excepting therefrom the South 630.0 feet thereof; said portion being described as follows:

Commencing at the intersection of a line 630.0 feet North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick by a deed recorded as Document No. 369299 in Book 606, page 243 in the Office of the Recorder of Will County, with the centerline of highway U.S. Route 45; thence South 89°56'08" East on said line 630.0 feet North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick a distance of 714.74 feet; thence North 00°03'52" East 101.00 feet; thence North 27°17'12" East 42.73 feet; thence North 00°03'52" East 86.00 feet; thence South 89°56'08" East 191.91 feet to the Point of Beginning at the Southeast Corner of Founders Place Phase I-A, being a Subdivision of part of the West 3/4 of the Northwest 1/4 of Section 28, Township 35 North, Range 12 East of the Third Principal Meridian, recorded May 5, 1998 as Document No. R98-058018 in Will County, Illinois, said point being located on the East line of Cappel Lane; thence along said East line of Cappel Lane North 00°03'52" East 310.00 feet; thence South 89°56'08" East 107.75 feet; thence along the East line of said Founders Place Phase I-A North 00°03'52" East 327.66 feet to the Northeast corner of said Founders Place Phase I-A; thence South 74°35'57" East 250.49 feet; thence South 89°56'08" East 86.01 feet to the East line of the West 3/4 of the Northwest 1/4 of said Section 28; thence South 00°03'51" East on said East line 617.41 feet; thence North 89°56'08" West 179.56 feet to a point on a curve; thence Northerly on said curve to the left concave to the West having a radius of 516.00 feet an arc distance of 46.30 feet; thence North 89°56'08" West 251.99 feet to the Point of Beginning, in Will County, Illinois.

P.I.N. 09-28-104-011-0000

EXHIBIT D

Legal Description (Phase 1-C):

A portion of that part of the West 3/4 of the Northwest 1/4 of Section 28, Township 35 North, Range 12 East of the Third Principal Meridian, lying South and East of the centerline of highway U.S. Route 45, lying North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick by a deed recorded as Document No. 369299 in Book 606, page 243 in the Office of the Recorder of Will County and lying South of the South line of Minnesota Street extended Westerly from the Village of Frankfort, excepting therefrom that land conveyed to Edward Kodat and his wife by a deed recorded as Document No. 635151 in Book 1200, page 137 in the Office of the Recorder of Deeds of Will County from George W. Elsner and his wife, and also excepting therefrom the South 630.0 feet thereof; said portion being described as follows:

Commencing at the intersection of a line 630.0 feet North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick by a deed recorded as Document No. 369299 in Book 606, page 243 in the Office of the Recorder of Will County, with the centerline of highway U.S. Route 45; thence South 89°56'08" East on said line 630.0 feet North of the Northerly right-of-way line of a strip of land deeded to John H. Gulick, a distance of 714.74 feet; thence North 00°03'52" East 48.01 feet to the Point of Beginning; thence North 00°03'52" East 52.99 feet; thence North 27°17'12" East 42.73 feet; thence North 00°03'52" East 86.00 feet; thence South 89°56'08" East 443.90 feet to the West line of Cappel Lane; thence Southerly along said West line of Cappel Lane on a curve concave to the West having a radius of 516.00 feet an arc distance of 46.30 feet; thence South 89°56'08" East 179.56 feet to the East line of the West 3/4 of the Northwest 1/4 of said Section 28; thence South 00°03'51" East on said East line 144.15; thence North 89°56'08" West 128.48 feet; thence South 00°03'51" East 34.85 feet to a line 630.0 feet North of the said Northerly right-of-way of a strip of land deeded to John H. Gulick; thence North 89°56'08" West 338.02 feet along last said line; thence North 00°03'51" West 15.89 feet to a point of curvature; thence Northerly along said curve concave to the West having a radius of 463.80 feet an arc distance of 32.15 feet; thence North 89°56'08" West 180.85 feet to the Point of Beginning, in Will County, Illinois.

P.I.N. 09-28-104-011-0000