

**FIFTH AMENDMENT TO THE  
DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR  
FOUNDERS PLACE**



**R2008074867**

200806120074867

Receipt # T20080061680

**LAURIE MCPHILLIPS Will County Recorder 31P**

LR Date 06/12/2008

Time 14:05:03

Recording Fees:

\$51.75

IL Rental Hsng. Support Program:

\$10.00

This Fifth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Founders Place is made and entered into this 25<sup>th</sup> day of FEBRUARY, 2008.

**WHEREAS**, there has heretofore been recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Founders Place (hereinafter referred to as "Declaration") which Declaration was recorded in the Office of the Recorder of Deeds, Will County, Illinois on May 27, 1998 as Document Number R98058019.

**WHEREAS** there subsequently was recorded a First Amendment to the Declaration which was recorded with the Recorder of Deeds, Will County, Illinois on May 11, 1999 as Document Number R99059987.

**WHEREAS**, there subsequently was recorded a Second Amendment to the Declaration which was recorded with the Recorder of Deeds, Will County, Illinois on April 13, 2000 as Document Number R200037921.

**WHEREAS**, there subsequently was recorded a Third Amendment to the Declaration which was recorded with the Recorder of Deeds, Will County, Illinois on June 1, 2001 as Document Number R2001066613.

**WHEREAS**, there subsequently was recorded another purported Third Amendment to the Declaration which purported Third Amendment was recorded with the Recorder of Deeds, Will County, Illinois on May 20, 2003 as Document Number R2003115133.

This purported Third Amendment was erroneously named the *Third Amendment* and should have been the *Fourth Amendment*.

**This Document Prepared By and Return To:**  
**John C. Voorn**  
**Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.**  
**10759 West 159<sup>th</sup> Street**  
**Suite 201**  
**Orland Park, Illinois 60467**  
**(708) 403-5050**

**General Address:**  
**Intersection of U.S. Route 45 and Frankfort**  
**Frankfort, Illinois 60423**  
**PINs: See Attached Exhibit "B"**

*WHEREAS*, the Board of Directors and the owners have determined that there is a need to amend the Declaration in various provisions.

*WHEREAS*, the owners in the Founders Place Development consists of members of the Association of owners referred to as the *Founders Place Homeowners' Association*.

*WHEREAS*, the Association is an Illinois not-for-profit corporation.

*WHEREAS*, the Declaration contained in it a provision for amendments in Article IX, Paragraph 9.6 as follows:

9.6 Subject to the provisions of Section 9.7, *the Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least two-thirds (2/3) of the Parcels and the Developer consent thereto, the consent of the Developer being required so long as the Declarant owns any Parcels. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Will County, Illinois.* (Emphasis added)

*WHEREAS*, the developer no longer owns any interest in the development.

*WHEREAS*, the Board and the owners seek to amend Article VI, Paragraph 6.9 relative to assessments by adding a provision providing for late charges.

*WHEREAS*, the Board and owners also seek to amend Article VI, Paragraph 6.9 by providing that the managing agent fees and costs attributable to collecting delinquent assessments can be charged to the delinquent owner, which is necessitated by a recent change in Illinois law.

*WHEREAS*, Article VI, Paragraph 6.9 relative to assessments currently provides as follows:

6.9 Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Parcel or Unit, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. 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 interest, costs and fees as above provided, shall be and become a lien or charge against the Parcel or Unit of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

***NOW THEREFORE***, Declaration Paragraph 6.9 is deleted in its entirety and the following is substituted in its place:

6.9 Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid by the fifteenth (15) day of the month, after the due date of the first day of the month, the assessment shall be subject to a late charge the amount of which is to be fixed from time to time by Board rule. Relative to any delinquent assessments, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Parcel or Unit, and late charges, costs, reasonable attorneys' fees and costs and reasonable managing agent fees and costs as provided for in the contract between the managing agent and the Association all as incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or other statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, late charges, costs and fees as above provided, shall be and become a lien or charge against the Parcel or Unit of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors and officers acting on behalf of the other owners shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

***WHEREAS***, Declaration Article V, Paragraph 5.5 sets forth various powers and duties of the Board relative to maintenance and management in the Association.

***WHEREAS***, Declaration Article V, Paragraph 5.5(h)(i)(a) referred to the Board's obligation for normal and customary exterior maintenance of each Parcel or Unit without charge to the owners.

***WHEREAS***, included in Article V, Paragraph 5.5(h)(i)(a), is a paragraph 7 providing for painting of gutters and downspouts. There is also a Paragraph 12 providing for repair and maintenance of glass surfaces.

*WHEREAS*, the Board and the owners seek to place the responsibility for repair and maintenance of glass surfaces upon the individual owners in the Association.

*NOW THEREFORE*, Article V, Paragraph (h)(i)(a) and (b) is hereby deleted in its entirety and the following is substituted in its place:

(h)(i)(a) Provide normal and customary exterior maintenance of each Parcel or Unit without special charge to the Owner as follows:

1. Care and replacement of trees, grass and shrubs originally planted at time of construction by builder/developer or as approved by the Architectural Committee.
2. Repair of roof shingles and flashing on roofs.
3. Replacement of roof shingles, tar paper and wood sheathing after useful life.
4. Painting and repair of exterior walls (excluding foundation walls).
5. Repair, maintenance and replacement of gutters and downspouts.
6. Painting of garage doors and front and rear doors.
7. Power washing, painting/staining and replacement of wood decks and fences of single-family homes.
8. Painting, maintenance and replacement of iron railings of town homes.
9. Repair, seal and replace asphalt driveway and alleys.
10. Repair and replacement of chimneys and exterior fireplace parts.
11. Repair, maintenance and replacement of outside electrical fixtures.
12. Repair and maintenance of concrete patios of townhomes.
13. Repair, maintenance and replacement of concrete walks and driveways.
14. Repair, maintenance and replacement of front concrete stoops.
15. Landscape maintenance.
16. Removal of snow from driveways and alleys after 2 inches or greater snowfall. Remove snow from service walks and front porches after a 1 inch or

greater snowfall.

17. Repair and Maintenance of the sewer and water lines to the extent that the Village of Frankfort has not undertaken that responsibility. The Association's responsibility for the sewer line ends at the main sewer line and for the water line ends at the J-box (shut off valve) and extends from the exterior surface of the foundation wall.

(b) Unit owners shall be responsible for the cost of maintenance, repair and replacement of the following:

1. Interior sewer and water lines up to the point of entrance at the exterior surface of the foundation wall.
2. Windows, skylights, porch and window screens.
3. Any owner improvements to porches as approved by the Architectural Committee.
4. Repair and replacement of front/rear doors and garage doors. The painting of same shall be the responsibility of the Association pursuant to Article X, Paragraph (h)(i)(a) 6.
5. Repair and maintenance of foundation walls and any associated landscape repairs.
6. Repair, maintenance and replacement of brick paver patios and walkways.

**WHEREAS**, the Board and the owners seek to amend the Amendment provision previously referred to in Article IX, Paragraph 9.6 in order to facilitate an easier amendment process of the Declaration in the future.

**NOW THEREFORE**, Declaration Article IX, Paragraph 9.6 providing for Amendment is deleted in its entirety and the following is substituted in its place:

9.6 Subject to the provisions of Section 9.7, the Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time upon the vote of at least two-thirds (2/3rds) of the Parcels. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments which has been approved by all of the members of the Board and of the Owners of at least two-thirds of the Parcels.

The Secretary of the Association shall attach a certification to the amendment that the requisite approval of the Owners has been obtained. The Amendment shall be effective upon its recording in the Office of the Recorder of Deeds of Will County, Illinois.

*WHEREAS*, as noted in the Recitals to this Fifth Amendment, a scrivener's error led to two (2) amendments being described as Third Amendments to the Declaration.

*NOW THEREFORE*, the Third Amendment to the Declaration which was recorded with the Recorder of Deeds, Will County, Illinois on May 20, 2003 as Document Number R2003115133 is hereby corrected by renaming it to be the Fourth Amendment to the Declaration.

*WHEREAS*, the Board of Directors and the owners have determined that an amendment to the Declaration would benefit the safety and welfare of the members of the Association.

*WHEREAS*, the owners are concerned that current lending guidelines of mortgage lenders as well as the secondary mortgage market (specifically, the refusal of some lenders to make first mortgages on Parcels in developments where too many rental Parcels are present) could make Founders Place Parcels unmarketable in the future.

*WHEREAS*, the Board of Directors and the owners are concerned that a proliferation of rental Parcels in the development could lead to an overall decline in the upkeep of the rental Parcels with the result that the Parcels could be adversely affected in terms of marketability and resale in the future.

*WHEREAS*, the Declaration presently contains no provision or limitations relative to owners' right to lease their Parcels.

*NOW THEREFORE*, the Declaration is amended by adding to Article III, General Restrictions, a new paragraph 3.21 providing as follows:

3.21 *Leasing of Parcels Prohibited.* In order to maintain the quality of life and property values, the objective of the association is to promote and encourage owners to reside in their Parcels. Owners are prohibited from leasing their Parcels. Any owner leasing their Parcel and having a current lease on file with the Association as of the effective date of this Amendment may continue to lease until their current lease expires, or one (1) year from the effective date of this Amendment, whichever first occurs. Once the lease expires or the one (1) year period is reached, the Parcel may no longer be leased. Any owners leasing their Parcels as of the effective date of this amendment must provide the Board with a copy of the lease within fourteen (14) days of the recording of this document. Failure to do so will prohibit those owners from leasing their Parcels.

1. This leasing prohibition shall not apply to the leasing of a Parcel to an immediate family member. Immediate family members shall be limited to parents and children. The Board reserves the right to request proof of the relationship. The Board's decision as to proof of the

relationship shall be final and binding.

2. Any owner may apply for a one-time hardship waiver of enforceability of this policy. The owner must submit a request, in writing, to the Board of Directors requesting a hardship waiver, setting forth all of the reasons why they believe they are entitled to same. If the Board determines that a hardship exists, the owner requesting the hardship will be permitted to lease their unit for a period of twelve (12) months. Once the tenant moves out or this period expires, whichever occurs first, the owner must come into compliance with this Amendment and may no longer lease their Parcel. Failure to abide by all of the Rules and Regulations of the Association may result in revocation of hardship status.

3. The effective date of this Amendment shall be deemed to be the date of recording with the office of the Recorder of Deeds, Will County, Illinois.

4. Any Parcel being leased out in violation of this Amendment or any owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

5. In addition to the authority to levy fines against the owners for violation of this amendment or any other provision of the Declaration, Bylaws or Rules and Regulations, as they may be amended, the Board shall have all the rights and remedies, including, but not limited to the right to maintain an action for possession against the owner or tenant under 735 ILCS 5/9 *et seq.*, an action for injunctive and other equitable relief or an action at law for damages.

6. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Fifth Amendment shall subject the owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

7. All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Parcel and collectible as any other unpaid regular and special assessments, including late fees and interest on the unpaid balance.

8. The Board of Directors of the Association shall have the right to lease any Association owned Parcel or any Parcel which the Association has possession of pursuant to any court order, and said Parcel shall not be subject to this Amendment.

9. No owner may enter into a land installment contract, sometimes also referred to as Articles of Agreement for Deed, when the substance of that transaction is a lease and the intent is to avoid the operation of the rental prohibition set forth in this Amendment. Any owner so doing shall be subjected to all of the penalties and costs to include attorneys' fees provided for in this Amendment, the Declaration and Bylaws.

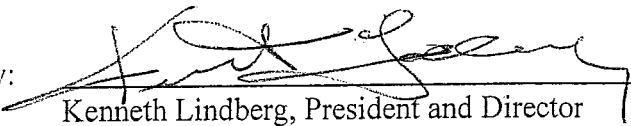
10. The Board may adopt Rules and Regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

11. The provisions of this Amendment shall govern and prevail over any inconsistent provisions relative to leases set forth in the Declaration and Bylaws, as amended to date.

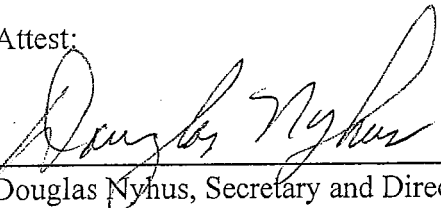
Except as expressly set forth herein, the Declaration, prior amendments and Bylaws shall remain in full force and effect in accordance with their terms.

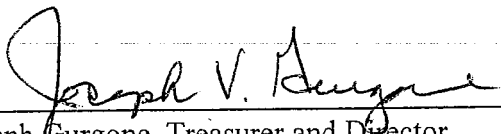
This Fifth Amendment shall be effective upon the date of its recording with the Recorder of Deeds, Will County, Illinois.

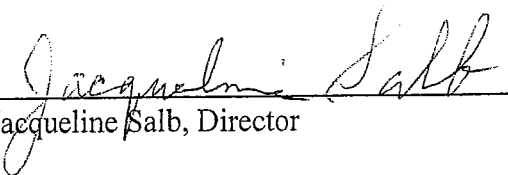
*Approval of Board of Directors of Founders Place Homeowners Association*

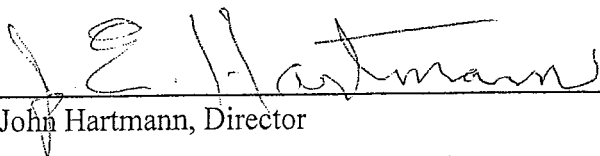
By:   
Kenneth Lindberg, President and Director

Attest:

  
Douglas Nyhus, Secretary and Director

  
Joseph Gurgone, Treasurer and Director

  
Jacqueline Salb, Director

  
John Hartmann, Director



Michael Kushner

Michael Kushner, Director

James Quinn

James Quinn, Director and Vice President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WILL )

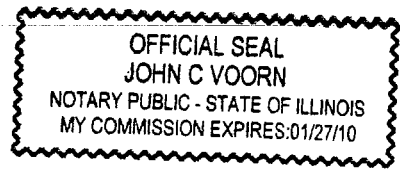
**ACKNOWLEDGMENT**

JOHN C. VOORN, a Notary Public in and for said county in the state aforesaid does hereby certify that Kenneth Lindberg, President and Director, Doug Nyhus, Secretary and Director, Joseph Gurgone, Treasurer and Director, Jacqueline Salb, Director, John Hartmann, Director, Michael Kushner, Director and James Quinn, Director and Vice President, being all of the members of the Board of Directors of the Founders Place Homeowners Association, an Illinois not-for-profit corporation, personally known to be the same persons whose names are subscribed to this instrument as said Board of Directors appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as the free and voluntary act of the corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25<sup>TH</sup> day of FEBRUARY, 2008.

Subscribed and sworn to before me this 25<sup>TH</sup> day of FEBRUARY, 2008.

John C. Voorn  
Notary Public




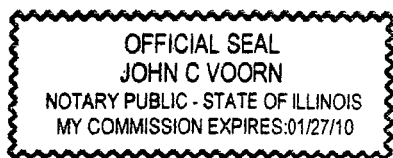
STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF WILL         )

The undersigned, Douglas Nyhus, being the Secretary of the Founders Place Homeowners Association, an Illinois not-for-profit corporation, being first sworn upon his oath, deposes and states that the above Fifth Amendment to the Declaration was approved by all of the members of the Board of Directors and owners whose votes were in excess of two-thirds (2/3rds) of the total votes of the owners and the owners voting in favor of this amendment have signed their names to attest to the approval on the attached Exhibit "C". The approvals were secured at a meeting of the owners called by the Board and held pursuant to notice on the 25<sup>TH</sup> day of FEBRUARY, 2008

  
\_\_\_\_\_  
Douglas Nyhus

Subscribed and sworn to before me this 25<sup>TH</sup> day of  
FEBRUARY, 2008.

  
\_\_\_\_\_  
Notary Public



***EXHIBIT "A"***

***Legal Description of Founders Place HOA Parcels***

Parcels 1, 2, 3, 4, 5, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 in Founders Place Phase I-A a plat of subdivision recorded as Document Number R98-058018.

Parcels 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105 and 106 in Founders Place Phase 1A resubdivision of Lot 65, 66 and part of 69 recorded as Document Number R99-060664.

Parcels 6, 7, 8, 9, 10, 11, 12, 13, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 58, 59, 60, 61 in Founders Place Phase 1-B recorded as Document Number R99-059986.

Parcels 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 in Founders Place Phase 1-C recorded as Document Number R2000-037920.

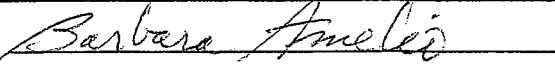
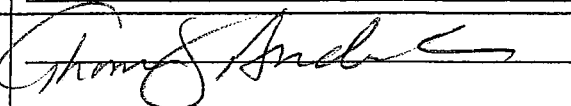
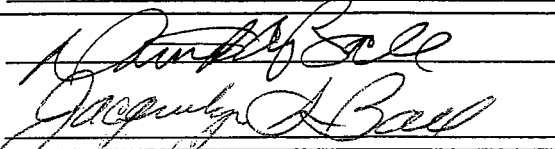
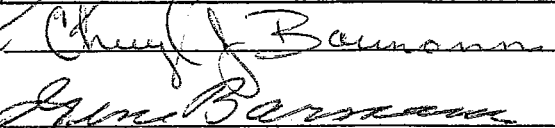
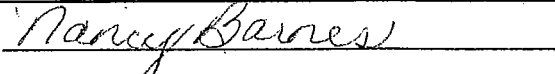
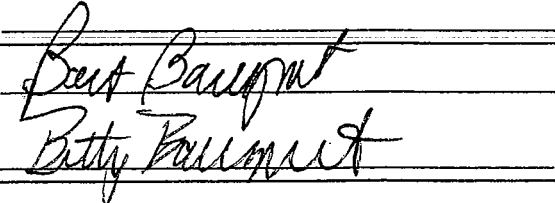
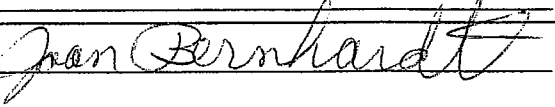
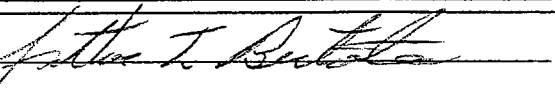
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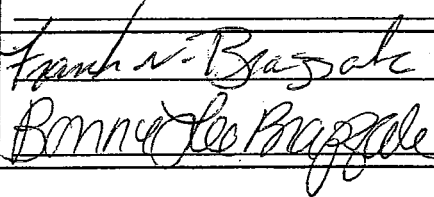
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97	09-28-104-061
98	09-28-104-060
99	09-28-107-015
100	09-28-107-016
101	09-28-107-019
102	09-28-107-020
103	09-28-107-021
104	09-28-107-022
105	09-28-107-018
106	09-28-107-017

<i>Common Area Lots</i>	<i>PINs</i>
Outlot 1	09-28-106-010
Outlot 2	09-28-106-022
Lot 69	09-28-104-026
Lot 57	09-28-104-031
Lot 71	09-28-106-020
Lot 72	09-28-107-005
Lot 73	09-28-107-053
Lot 75	09-28-106-001
Lot 107	09-28-107-014
Lot 108	09-28-104-059

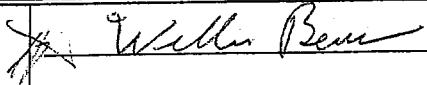
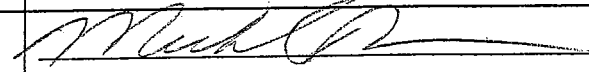

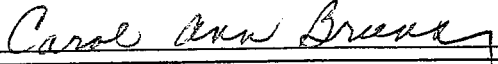
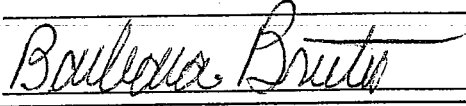
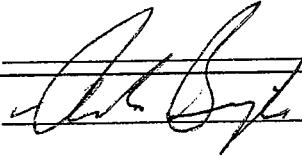

**EXHIBIT "C"**

*Approval of Parcel Owners*

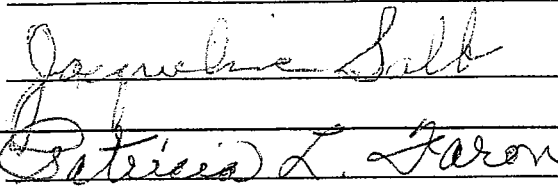
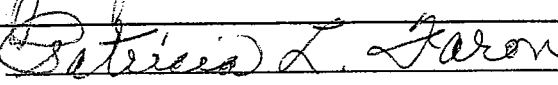
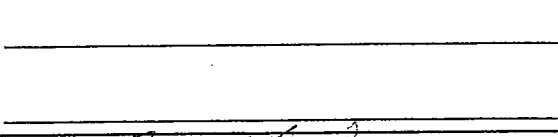
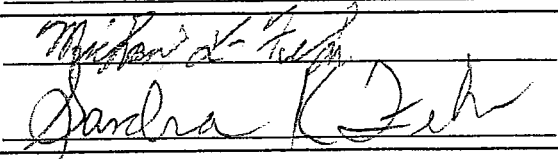
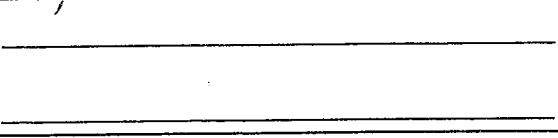
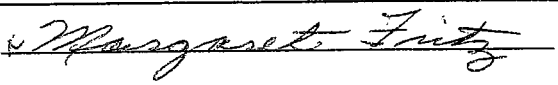
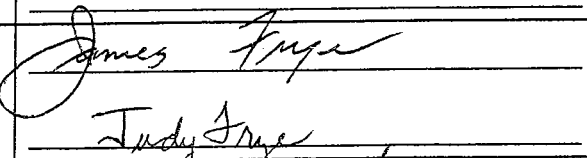
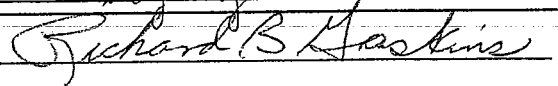
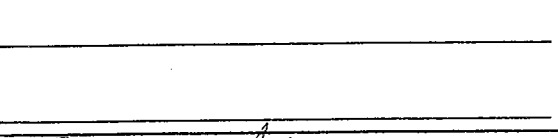
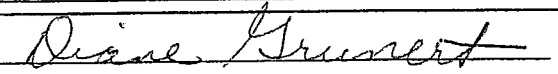
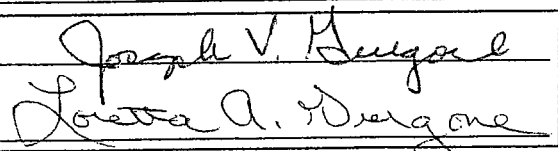
NAME AND ADDRESS	SIGNATURE OF OWNERS
Barbara Amelio, Lot 42 21709 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Thomas Anderlik, Lot 20 21692 Doud Court Frankfort, Illinois 60423	
Mr. and Mrs. Howard Baker, Lot 88 21790 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. David Ball, Lot 27 21693 Doud Court Frankfort, Illinois 60423	
Mr. and Mrs. Gene Barmann, Lot 56 21621 Kent Court Frankfort, Illinois 60423	
Ms. Nancy Barnes, Lot 19 21686 Doud Court Frankfort, Illinois 60423	
Mr. and Mrs. Bart Baugnet, Lot 78 21731 Cappel Lane Frankfort, Illinois 60423	
Maureen Benedetti, Lot 87 21784 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Andrew Bernhardt, Lot 1 10247 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. Arthur Bertolani, Lot 38 21692 Cappel Lane Frankfort, Illinois 60423	

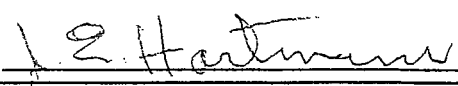
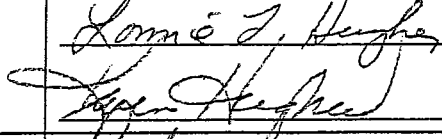
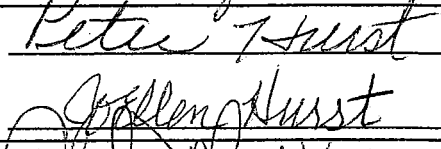
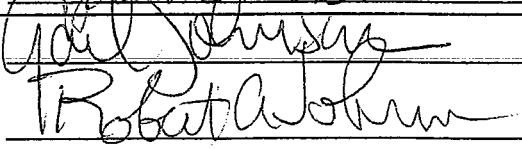
NAME AND ADDRESS	SIGNATURE OF OWNERS
Mr. and Mrs. William Beutler; Lot 104 21807 Cappel Lane Frankfort, Illinois 60423	
Tony Blueman & Jacqueline Pipitone; Lot 99 21721 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. Gary Borowski, Lot 103 21813 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Paul Bradtke; Lot 91 21756 Higley Lane Frankfort, Illinois 60423	
Frank and Bonnie Lee Brazzale, Lot 7 10179 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. Mike Brncick, Lot 5 10213 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. Norman Bruns, Lot 43 21705 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Chuck Bruti, Lot 9 10163 Frankfort Main <i>BARBARA BRUTI</i> Frankfort, Illinois 60423	
Mr. and Mrs. Michael Buck, Lot 13 10188 Frankfort Main Frankfort, Illinois 60423	
Ricardo Buglio, Lot 86 21780 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Gabriel Bultinck, Lot 58 21628 Kent Court Frankfort, Illinois 60423	

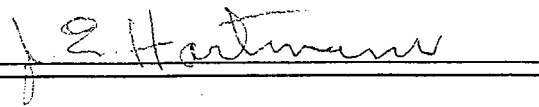
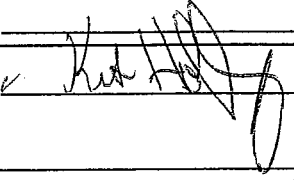
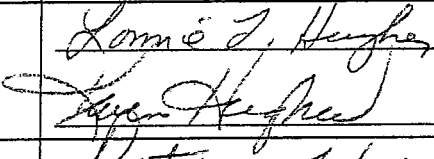
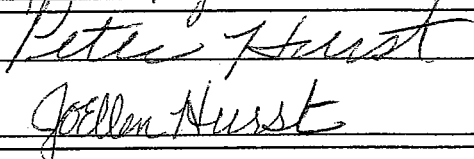
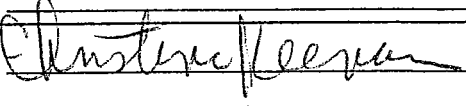


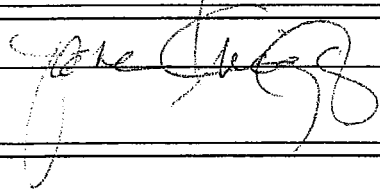
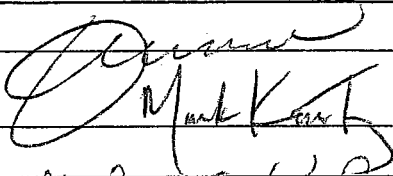
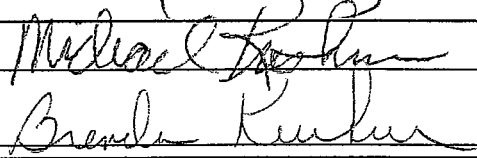
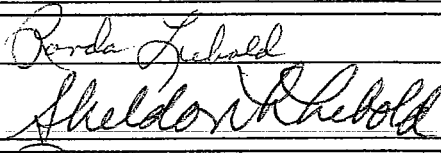
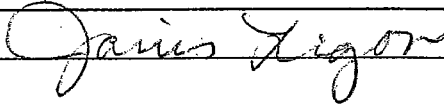
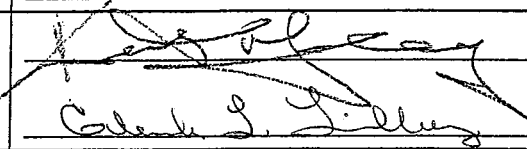
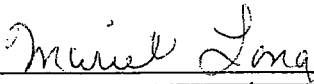

NAME AND ADDRESS	SIGNATURE OF OWNERS
Mr. and Mrs. William Beutler, Lot 104 21807 Cappel Lane Frankfort, Illinois 60423	
Tony Blueman & Jacqueline Pipitone, Lot 99 21721 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. Gary Borowski, Lot 103 21813 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Paul Bradtke, Lot 91 21756 Higley Lane Frankfort, Illinois 60423	
Frank and Bonnie Lee Brazzale, Lot 7 10179 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. Mike Brncick, Lot 5 10213 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. Norman Bruns, Lot 43 21705 Cappel Lane Frankfort, Illinois 60423	 
Mr. and Mrs. Chuck Bruti, Lot 9 10163 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. Michael Buck, Lot 13 10188 Frankfort Main Frankfort, Illinois 60423	
Ricardo Buglio, Lot 86 21780 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Gabriel Bultinck, Lot 58 21628 Kent Court Frankfort, Illinois 60423	

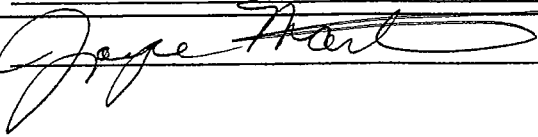
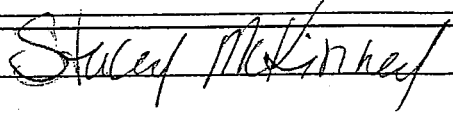
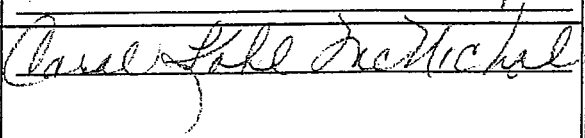
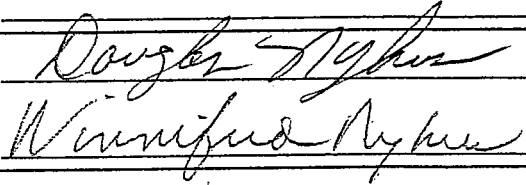
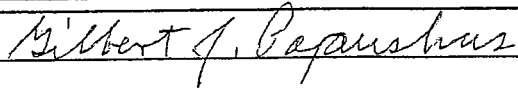
NAME AND ADDRESS	SIGNATURE OF OWNERS
Mr. and Mrs. Ralph Buttle, Lot 65 21626 Higley Court Frankfort, Illinois 60423	
Mr. and Mrs. Kenneth Campagna, Lot 53 21633 Kent Court Frankfort, Illinois 60423	Kenneth R. Campagna Barbara E. Campagna
Mr. and Mrs. Lino Canalia, Lot 33 21704 Higley Lane Frankfort, Illinois 60423	Lino Canalia Mary Jane Canalia
Mr. and Mrs. Laurence Carr, Lot 102 21817 Cappel Lane Frankfort, Illinois 60423	Laurence R. Carr
Mr. and Mrs. Peter Ciccone, Lot 68 21640 Higley Court Frankfort, Illinois 60423	Peter Ciccone Catherine Ciccone
Robert Comstock, Lot 47 21681 Cappel Lane Frankfort, Illinois 60423	Robert Comstock
John T. Conneely, Lot 18 21682 Doud Court Frankfort, Illinois 60423	John T. Conneely Barbara E. Conneely
Mr. and Mrs. John Connell, Lot 51 21645 Kent Court Frankfort, Illinois 60423	
Roger Coutre, Lot 76 and Patricia Bernat 21723 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Daryl Dahlberg, Lot 22 21696 Doud Court Frankfort, Illinois 60423	Daryl Dahlberg Theresa Dahlberg
Mr. and Mrs. Dennis Deckinga, Lot 67 21636 Higley Court Frankfort, Illinois 60423	Dennis Deckinga Joyce Deckinga

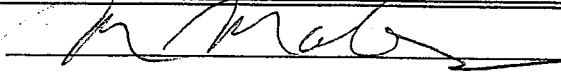
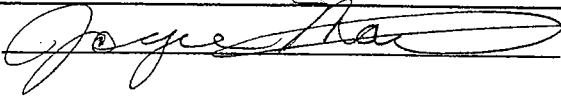
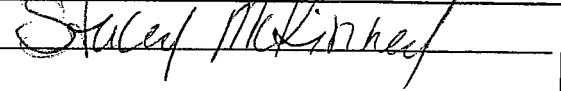
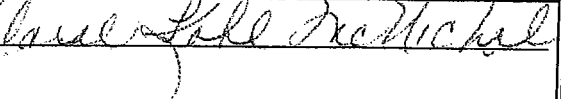
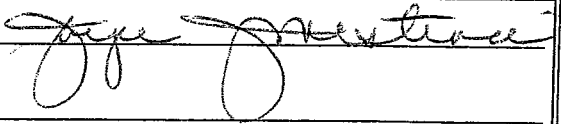
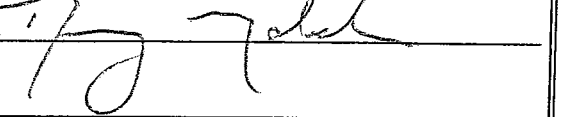


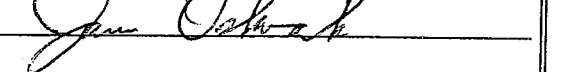
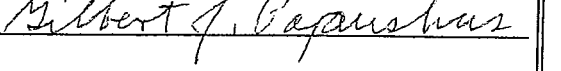
NAME AND ADDRESS	SIGNATURE OF OWNERS
Melanie Ellexson Jackie Salb 21677 Cappel Lane, Lot 48 Frankfort, Illinois 60423	
Patricia Faron, Lot 52 21641 Kent Court Frankfort, Illinois 60423	
Mr. and Mrs. Edward Fatla, Lot 17 10301 West Lincoln Highway Frankfort, Illinois 60423	
Mr. and Mrs. Michael Fehr, Lot 24 21699 Doud Court Frankfort, Illinois 60423	
Mr. and Mrs. Richard Fiala, Lot 28 21691 Doud Court Frankfort, Illinois 60423	
Margaret Fritz, Lot 100 21725 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. James Fyre, Lot 34 21711 Higley Lane Frankfort, Illinois 60423	
Richard Gaskins, Lot 44 21701 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Fred Griffith, Lot 11 10172 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. Herbert Grunert, Lot 49 21651 Kent Court Frankfort, Illinois 60423	
Mr. and Mrs. Joseph Gurgone, Lot 15 10222 Frankfort Main Frankfort, Illinois 60423	

NAME AND ADDRESS	SIGNATURE OF OWNERS
Mr. and Mrs. John Hartmann, Lot 46 21685 Cappel Lane Frankfort, Illinois 60423	
Warren Heckman, Lot 92 21752 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. William Heidenreich, Lot 93 21748 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. Kent Hoefling, Lot 89 21794 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Warren Holmes, Lot 94 21744 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. Lonnie Hughes, Lot 79 21735 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Peter Hurst, Lot 35 21707 Higley Lane JO ELLEN HURST Frankfort, Illinois 60423	
Mr. and Mrs. Robert Johnson, Lot 6 10187 Frankfort Main Frankfort, Illinois 60423	
Frances Kalantzis, Lot 55 21625 Kent Court Frankfort, Illinois 60423	
Mr. and Mrs. Nick Kavouris, Lot 64 21633 Higley Court Frankfort, Illinois 60423	
Christina Keenan, Lot 39 21696 Cappel Lane Frankfort, Illinois 60423	


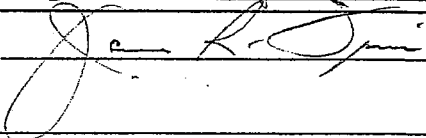
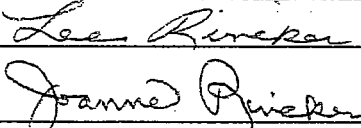
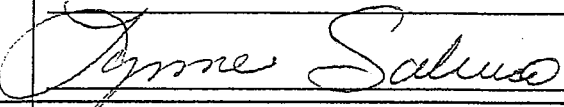
NAME AND ADDRESS	SIGNATURE OF OWNERS
Mr. and Mrs. John Hartmann, Lot 46 21685 Cappel Lane Frankfort, Illinois 60423	
Warren Heckman, Lot 92 21752 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. William Heidenreich, Lot 93 21748 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. Kent Hoefling, Lot 89 21794 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Warren Holmes, Lot 94 21744 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. Lonnie Hughes, Lot 79 21735 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Peter Hurst, Lot 35 21707 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. Robert Johnson, Lot 6 10187 Frankfort Main Frankfort, Illinois 60423	
Frances Kalantzis, Lot 55 21625 Kent Court Frankfort, Illinois 60423	
Mr. and Mrs. Nick Kavouris, Lot 64 21633 Higley Court Frankfort, Illinois 60423	
Christina Keenan, Lot 39 21696 Cappel Lane Frankfort, Illinois 60423	

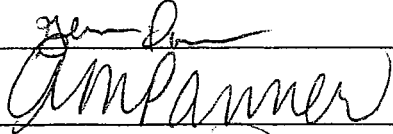
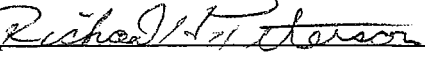
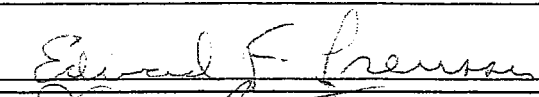
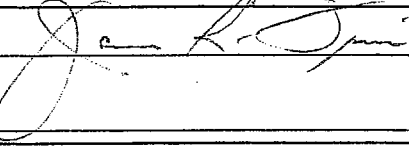
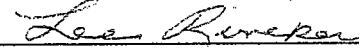
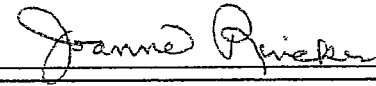
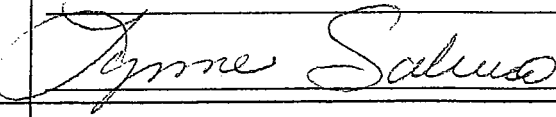
NAME AND ADDRESS	SIGNATURE OF OWNERS
Mr. and Mrs. Leonard Klee, Lot 101 21821 Cappel Lane Frankfort, Illinois 60423	
Jane Knigge, Lot 66 21628 Higley Court Frankfort, Illinois 60423	
Kevin Koplín Lynn Miller 21641 Higley Court, Lot 62 Frankfort, Illinois 60423	
Mark Kuntz Kara Moll 21761 Cappel Lane, Lot 83 Frankfort, Illinois 60423	
Mr. and Mrs. Michael Kushner, Lot 63 21637 Higley Court Frankfort, Illinois 60423	
Deborah Larsen, Lot 97 21722 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. Sheldon Lebold, Lot 16 10230 Frankfort Main Frankfort, Illinois 60423	
Janis Ligon, Lot 82 21757 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Kenneth Lindberg, Lot 29 21689 Doud Court Frankfort, Illinois 60423	
Muriel Long, Lot 85 21772 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Timothy Mahler, Lot 81 21753 Cappel Lane Frankfort, Illinois 60423	

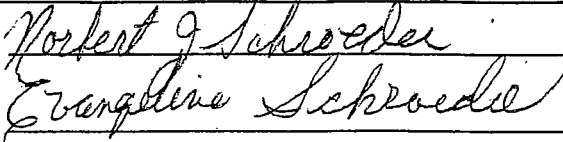
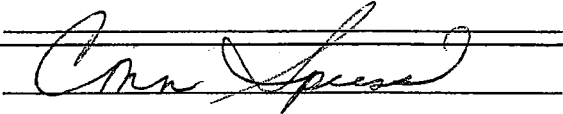
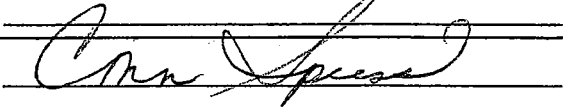
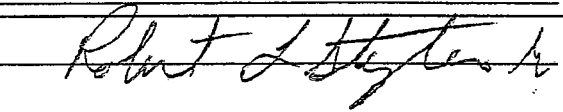
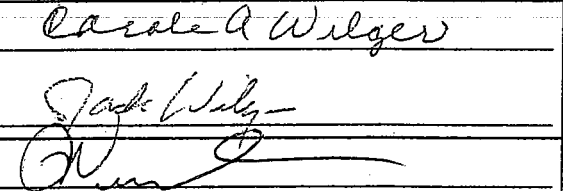
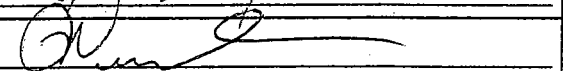
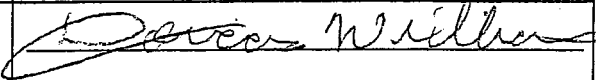
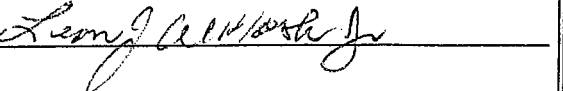
NAME AND ADDRESS	SIGNATURE OF OWNERS
Michael Malone, Lot 50 21649 Kent Court Frankfort, Illinois 60423	
Mr. and Mrs. Joseph Martich, Lot 12 10180 Frankfort Main <i>JOYCE MARTICH</i> Frankfort, Illinois 60423	
Mr. and Mrs. <i>Chick</i> Mayronne, Lot 95 21730 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. John McKinney, Lot 3 10229 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. David McNichols, Lot 54 21629 Kent Court <i>CAROL KOHL MCNICHOLS</i> Frankfort, Illinois 60423	
Mr. and Mrs. Mark Mistina, Lot 2 10237 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. Douglas Molski, Lot 84 21768 Cappel Lane Frankfort, Illinois 60423	
Frances Newman, Lot 36 21699 Higley Lane Frankfort, Illinois 60423	
Douglas Nyhus, Lot 40 21710 Cappel Lane <i>WINNIFRED NYHUS</i> Frankfort, Illinois 60423	
Mr. and Mrs. James Oskvarek, Lot 25 21697 Doud Court Frankfort, Illinois 60423	
Mr. and Mrs. Gilbert Pajauskas, Lot 96 21726 Higley Lane Frankfort, Illinois 60423	

NAME AND ADDRESS	SIGNATURE OF OWNERS
Michael Malone, Lot 50 21649 Kent Court Frankfort, Illinois 60423	
Mr. and Mrs. Joseph Martich, Lot 12 10180 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. <i>Chick</i> Mayronne, Lot 95 21730 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. John McKinney, Lot 3 10229 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. David McNichols, Lot 54 21629 Kent Court Frankfort, Illinois 60423	
Mr. and Mrs. Mark Mistina, Lot 2 10237 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. Douglas Molski, Lot 84 21768 Cappel Lane Frankfort, Illinois 60423	
Frances Newman, Lot 36 21699 Higley Lane Frankfort, Illinois 60423	
Douglas Nyhus, Lot 40 21710 Cappel Lane Frankfort, Illinois 60423	 
Mr. and Mrs. James Oskvarek, Lot 25 21697 Doud Court Frankfort, Illinois 60423	
Mr. and Mrs. Gilbert Pajauskas, Lot 96 21726 Higley Lane Frankfort, Illinois 60423	

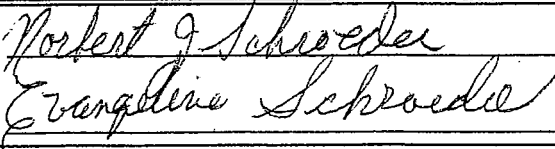
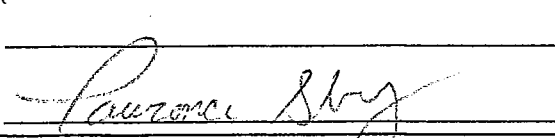
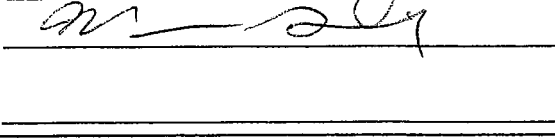
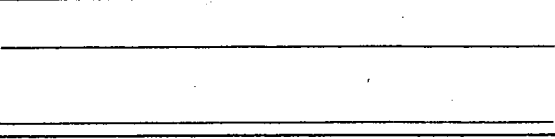

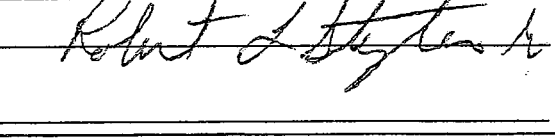
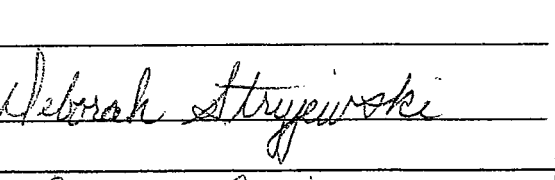
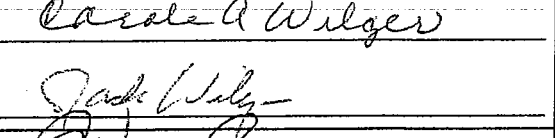

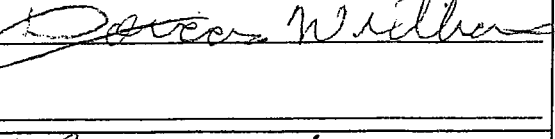
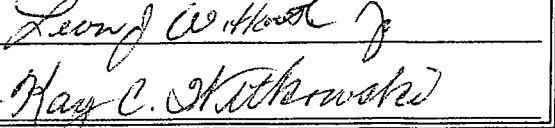


NAME AND ADDRESS	SIGNATURE OF OWNERS
Mr. and Mrs. Glenn Panner, Lot 21 21694 Doud Court Frankfort, Illinois 60423	
Mr. and Mrs. Richard Peterson, Lot 105 21732 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Joseph Poracky, Lot 30 21694 Higley Lane Frankfort, Illinois 60423	
Mr. Edward Preusser, Lot 80 21749 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. James Quinn, Lot 45 21689 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Ronald Rimkus, Lot 10 10164 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. Lee Rincker, Lot 26 21695 Doud Court <del>JOANNE RINCKER</del> Frankfort, Illinois 60423	
RQA, Inc., Lot 32 21702 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. Chester Ryske, Lot 59 21632 Kent Court Frankfort, Illinois 60423	
Lynn Sabuco, Lot 90 21798 Cappel Lane Frankfort, Illinois 60423	
Mr. and Mrs. Donald Schofield, Lot 60 21636 Kent Court Frankfort, Illinois 60423	

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Mr. and Mrs. Donald Schofield, Lot 60 21636 Kent Court Frankfort, Illinois 60423	

NAME AND ADDRESS	SIGNATURE OF OWNERS
Mr. and Mrs. Norbert Schroeder, Lot 77 21727 Cappel Lane Frankfort, Illinois 60423	
Lawrence Slovy, Lot 31 21698 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. William Smith, Lot 8 10171 Frankfort Main Frankfort, Illinois 60423	
Connie Spiess, Lot 4 10221 Frankfort Main Frankfort, Illinois 60423	
Mr. and Mrs. Mark Steinhauser, Lot 98 21718 Higley Lane Frankfort, Illinois 60423	
Mr. and Mrs. Robert Stigter, Lot 106 21728 Cappel Lane Frankfort, Illinois 60423	
Louis Marino Deborah Stryjewski 21695 Higley Lane, Lot 37 Frankfort, Illinois 60423	
Mr. and Mrs. Jack Wilger Lot 61 21640 Kent Court Frankfort, Illinois 60423	
Mr. and Mrs. Ralph Verrecchia, Lot 14 10214 Frankfort Main Frankfort, Illinois 60423	
Dorcas Williams, Lot 23 21698 Doud Court Frankfort, Illinois 60423	
Mr. and Mrs. Leon Witkowski, Lot 41 21714 Cappel Lane     KAY WITKOWSKI Frankfort, Illinois 60423	

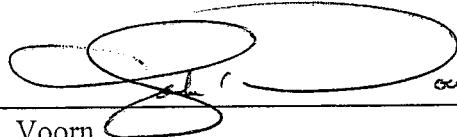
N:\VOORN\founders place fifth amendment

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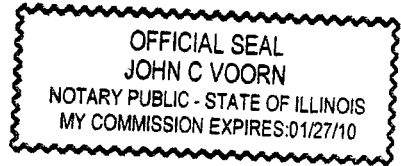
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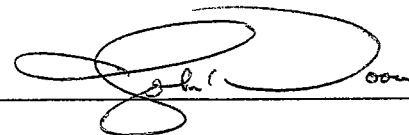
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF WILL     )

John C. Voorn, the undersigned being a notary public in and for the aforesaid county and state, hereby certifies that the above voting members of the Founders Place Homeowners' Association have signed this Fifth Amendment as their free and voluntary act for the purposes therein set forth.

  
\_\_\_\_\_  
John C. Voorn

Subscribed and sworn to before me this 25<sup>TH</sup> day of  
FEBRUARY, 2008.



  
\_\_\_\_\_  
Notary Public