

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
COTTAGE ACRES HOMEOWNERS ASSOCIATION**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Cottage Acres Homeowners Association (this "Amendment") is made and entered into as of this 24th day of September, 2020, by the Lot Owners (as such term is hereinafter defined).

WHEREAS, there exists that certain community located within the City of Sterling, Illinois, known as "Cottage Acres", which community consists of sixty-eight (68) lots (the "Lots") containing residential dwelling units thereon; and

WHEREAS, on January 29, 2019, the Declaration of Covenants, Conditions, Restrictions and Easements of Cottage Acres Homeowners Association (the "Declaration") was made and recorded with the Whiteside County, Illinois Recorder's Office (the "Recorder's Office"), as Document No. 2019-00413, which Declaration covers the real estate, inclusive of the Lots (the "Real Estate"), described on that certain Final Plat of Subdivision – Coventry Village recorded with the Recorder's Office on October 9, 2018 as Document No. 2018-05590, and being generally described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, pursuant to the Declaration, the Cottage Acres Homeowners Association (the "HOA") was established to hold title to the common areas of Cottage Acres (the "Common Areas"), and to assume the general maintenance obligations of said Common Areas and the exteriors of the individual dwelling units for and on behalf of the owners of the Lots (the "Lot Owners"); and

WHEREAS, the Lot Owners, at a duly called meeting thereof, indicated their desire to amend the Declarations and have determined that such amendment is in the best interests of Cottage Acres, the HOA and the Lot Owners; and

WHEREAS, the Declarations require that any amendment be signed by at least seventy-five percent (75%) of the Lot Owners.

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

Section 1: The recitals contained in the preambles to this Amendment are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein.

Section 2: Article V, Section 5.01(b) is hereby amended and restated in its entirety to read as follows:

"(b) The Association shall carry out or cause to be performed all maintenance and repair to the Dwelling Unit Exteriors listed below if such maintenance is made necessary and desirable in the sole discretion of the Association as a result of ordinary wear or deterioration:

- (i) painting, repair and maintenance of all Exterior Walls, but specifically excluding the foundation steps and footings thereof;

- (ii) repair, maintenance and replacement of roofs, gutters and downspouts;
- (iii) painting of gutters and downspouts; and
- (iv) painting, maintenance and replacement, if necessary, of all outside wood.”

Section 3: Article V, Section 5.12(a) is hereby amended and restated in its entirety to read as follows:

“(a) No clothes, bedding, laundry of any kind or other articles of any type shall be hung out on any exterior portion of any Dwelling Unit Exterior. All Dwelling Unit Exteriors shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in sanitary receptacles approved by the Board, preferably kept in the garage of the Dwelling Unit and shielded from public view and that of neighboring Owners (other than when set out for pick-up and removal at designated times), and as otherwise designated by the Board. Each Owner shall have the obligation to maintain in good condition, neat fashion and repair, his glass surfaces, windows, exterior electrical fixtures and patios and decks.”

Section 4: Article V, Section 5.12(f) is hereby amended and restated in its entirety to read as follows:

“(f) No sign of any kind (with the exception of one “for sale” or one “for rent” sign) or objects of unsightly appearance or nuisance shall be erected, placed or permitted to remain on any portion of the Common Area or any Lot or Dwelling Unit. No Lot shall be used in any way for any purpose which may endanger the health or unreasonably disturb the other Owners. There shall be no fences (except invisible electric dog fences), clotheslines, service sheds, storage sheds, doghouses or dog runs constructed, erected, placed or maintained on any Lot or the Common Area. No window air conditioners or window fans shall be placed in any Dwelling Unit.”

Section 5: Article V, Section 5.12(k) is hereby amended and restated in its entirety to read as follows:

“(k) No personal property, including, but not limited to, swings, sandboxes, chairs, benches, bicycles or toys are permitted to be kept on any part of the Common Area without the prior written consent of the Association. No basketball backboards, standards or nets, or any playground equipment, shall be installed on any Lot or the Common Area.”

Section 6: Article III, Section 3.03 of the Bylaws is hereby amended and restated in its entirety to read as follows:

“3.03. Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 60 days before the date of the meeting, by or at the

direction of the President or Secretary or the Officers or persons calling the meeting. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for purpose of service of such notice, or to the Dwelling Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.”

Section 7: Article IV, Section 4.11 of the Bylaws is hereby amended and restated in its entirety to read as follows:

“4.11. Annual Statements. Not later than three (3) months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Board shall prepare or cause to be prepared a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement showing the results of its operations during its fiscal year. Such statements may, in the sole discretion of the Board, be audited statements. Upon receipt of written request, the Treasurer promptly shall mail to any Voting Member or mortgagee of a Dwelling Unit copies of the most recent such balance sheet and income and expense statement. If one is not otherwise available, upon written request of 51% of the Mortgagees, the Association shall cause to be prepared an audited financial statement for the immediately preceding fiscal year. The costs of preparing any such specially prepared audited financial statement shall be paid by the mortgagees requesting such statement.”

Section 8: Article VI, Section 6.03 of the Bylaws is hereby amended and restated in its entirety to read as follows:

“6.03. Payment of Maintenance Assessment. On or before the first day of each month of the calendar year in which an Owner closes on the purchase of his Lot, and on or before the first day of each and every month until the effective date of the next annual or revised Maintenance Assessment, and then monthly thereafter, each Owner of a Lot shall pay to the Association, or as the Board may direct, that portion of the Maintenance Assessment which is payable by an Owner under **Section 6.02(e)**. In addition, such Owner shall also pay the Association such amounts as are due as assessments under the Declaration.”

Section 9: Except as otherwise specifically amended herein, the Declaration shall remain in full force and effect.

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