

AMENDMENT TO DECLARATION OF CONDITIONS
RESTRICTIONS AND RESERVATIONS OF HOBSON WEST
NAPERVILLE, ILLINOIS

THIS AMENDMENT, made this 19 day of February, 1981 by MIDAM, INC., an Illinois corporation, herein called "Declarant," is to the Declaration of Conditions, Restrictions and Reservations to Hobson West, Naperville, Illinois made the 8th day of April, 1976 by MIDAM, INC. and recorded with the DuPage County Recorder's office as Document No. R77-32543.

WITNESSETH:

WHEREAS, the Declarant desires to amend the provisions of Article III, Sections 4, 7 and 13B of the above referenced Declaration, which provisions relate to membership class, voting rights and allocation of assessments, so as to alter the provisions in a manner which will simplify and clarify the membership classes, voting rights and allocation of assessments; and,

WHEREAS, Declarant is empowered under Article V, Section 3 of said Declaration to amend said Declaration for a period of five years from the date of the recording of the Declaration;

NOW, THEREFORE, Declarant hereby amends Article III, Section 4, 7 and 13B as follows:

1. Article III, Section 4 of the above referenced Declaration as recorded as Document No. R77-32543 is hereby deleted and substituted in the place thereof is the following language and provisions:

4) Membership Classes - Voting The Membership of the Association shall be Divided into Three Classes

- A) Class A. Class A members shall be all owners of dwelling or dwelling units, (except the declarant and except Class C members), and shall be entitled to one full vote per dwelling or dwelling unit.
- B) Class B. Class B membership is the declarant which has converted its Class B to Class A membership by Agreement dated October 10, 1980 with the residents of Hobson West Community Association of Naperville, Inc. which agreement is attached hereto and incorporated herein as the voting rights of the Declarant. (See Exhibit A)
- C) ~~Class C. Class C members shall be all lot owners, except the Declarant herein, who or which owns a lot or lots for the purpose of constructing a dwelling thereon or has a dwelling either partially or full constructed for sale as a new residence.~~

RECORDER
DU PAGE COUNTY

2. Article III, Section 7 of the above referenced Declaration as recorded as Document No. R77-32543 is hereby deleted and substituted in the place thereof is the following language and provisions:

7) Voting Rights - Election of Board of Directors:
The Directors shall be elected upon the following basis

- A) Class A. Voting Rights:
Class A members shall have the right to cast one vote per household.
- B) Class B. Voting Rights:
The Declarant which constitutes the designated Class B Membership has converted its class to Class A privileges in keeping with an agreement dated October 10, 1980 with the residents of Hobson West Community Association of Naperville, Illinois, which agreement is attached hereto and incorporated herein as the voting rights of the Declarant (See Exhibit A)
- C) Class C. Voting Rights:
Class C members shall have the right to cast one vote per owned lot, provided each lot so owned is unimproved or provided a residence is partially or fully constructed but not sold.

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3. Article III, Section 13B of the above referenced Declaration as recorded as Document No. R77-32543 is hereby deleted and substituted in the place thereof is the following language and provisions:

13)B. Allocation of Assessment
Assessments shall be computed in the following manner.

- 1) Class A members shall be assessed annually one increment of assessment per resident or dwelling unit.
- 2) Class B. Declarant shall be assessed only in keeping with the Agreement dated October 10, 1980 attached hereto and incorporated herein as Exhibit A.
- 3) Class C. Class C members shall be assessed the sum of Five Dollars (\$5.00) per month of each month of ownership and for each lot owned provided whether the lot is unimproved or a residence or dwelling is partially or fully constructed, but not sold.

In regards to Class "C" membership and assessments, said membership class which consists primarily of contractors are not expected to utilize the recreational facilities of the Association but will enjoy other privileges of ownership. Therefore, should the Class C member, individual or entity, desire to utilize the recreational facilities, assessments may be increased consistent with the Class A membership.

IN WITNESS WHEREOF, the parties hereto have set there hands and affixed their corporate seal the day and date first written above.

Prepared by:
NADELHOFFER, HENNESSY, DOMMERMUTH
& BRESTAL
By: James E. Saloga
124 S. Washington, Box 359
Naperville, IL 60566

MIDAM, INC.,
an Illinois corporation

By: 

AGREEMENT FOR CONVERSION OF CLASS-B
MEMBERSHIP TO CLASS-A MEMBERSHIP IN THE
HOBSON WEST COMMUNITY ASSOCIATION OF NAPERVILLE, INC.

WHEREAS, the undersigned, MIDAM, INC., an Illinois Corporation is the declarant set forth in the covenants, restrictions and reservations effecting a development commonly known as Hobson West and recorded in the Recorder's Office of DuPage County, Illinois under document No. R77-32543, and;

WHEREAS, said declarant feels it to be in the best interest that the affairs of the Hobson West Community Association of Naperville, Inc. and the management of the community facilities be conducted by the residents of Hobson West, being the Class-A members of the Hobson West Community Association of Naperville, Inc.;

NOW, THEREFORE, in accordance with Article III paragraph 5 of said conditions restrictions and reservations relating to termination of Class-B membership the declarant hereby elects to convert its Class-B membership to Class-A membership subject to and in consideration of the mutual agreements and conditions set forth hereinbelow:

1. It is understood and agreed that the Class-A membership acquired hereby while in the possession of the declarant has no voting rights unless and until such time as the lots owned by the declarant could become subject to assessment by virtue of a unit being constructed on a lot owned by declarant and occupied through an agreement with the declarant as set forth in Article III, paragraph 13C of said conditions, restrictions and reservations, lots owned by declarant not otherwise being subject to assessment.
2. It is understood and agreed that the Association shall have accepted title to and responsibility for lots 97 and 98 in Hobson West Unit 1A along with the community facilities located thereon and the personal property associated therewith.
3. It being understood and agreed that in connection with the operation and maintenance of the community facilities there shall be no assessments against declarants lots except and until such time as a unit has been constructed on any such lots and sold, or is occupied through an agreement with the declarant.
4. In order to assist the Association in maintaining and operating the community facilities the declarant hereby agrees to pay all maintenance and operating expenses for the year 1980. Nothing herein shall be construed to mean that the declarant assumes any other responsibilities for the community facilities or the property on which they are located it being understood and agreed that all other responsibilities

are that of the Association. In addition, the declarant agrees to deposit with the Association a fund in the amount of \$5,000 to be used for operating and maintenance expenses of the community facilities, said deposit to be made immediately upon acceptance of this agreement. Further, declarant agrees to deposit with the Association on or about January 1, 1982 an additional \$5,000 to be used in connection with operation and maintenance expenses of the community facilities provided, however, that if prior to the January 1, 1982 deposit there shall become subject to assessment 225 or more lots within the Hobson West Sub-division then declarant shall be relieved of its responsibility to make, such deposit.

- 5. The terms and provisions of this agreement shall become effective upon acceptance by the Board of Directors of the Association and notification to declarant of said acceptance and shall continue, as provided herein, so long as the agreements, terms and conditions are complied with but shall terminate immediately upon any action taken by the Association or any of its members to attempt, in any manner to levy assessments on lots owned by the declarant not otherwise having a Unit constructed thereon and occupied through an agreement with the declarant.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their corporate seals the dates set forth below.

Date: October 10, 1980

Date: October 24, 1980

MIDAM, INC., an Illinois Corporation.

HOBSON WEST COMMUNITY ASSOCIATION OF NAPERVILLE, INC., an Illinois not-for-profit Corporation.

By: [Signature]

By: [Signature]
President

Attest: [Signature]
Asst. Secy.

Attest: [Signature]
Secretary

