

Baum Property Services, Ltd.

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Association Member,

Over the past year the Board and volunteers have discussed the existing fencing regulations as they are found in our governing documents. Many are not aware these regulations found within the governing documents were written to benefit the developer of our subdivision, Centex Homes, and are not advantageous to homeowners and our subdivision as it exists today. Enclosed is the revised fence amendment, proxy form, and pre-paid return envelope. Please take some time to review the revised amendment, but in summary:

1. No existing fences will be required to be taken down.
2. Additional fencing materials and styles will be allowed such as architectural metals and low maintenance PVC fencing.

Please take the time to return your proxy vote in the envelope provided, or feel free to attend the special meeting which will take place prior to the regularly scheduled Board Meeting on March 30, 2009. The purpose of the special meeting is to tally proxy votes and collect votes cast in person. Both meetings will start at 7:00pm. The governing documents require 75% of association members to vote in favor to adopt the revised amendment. If the 75% is not achieved by the March 30 meeting, the process will remain open until the 75% is achieved, at which time a second notice will be sent out.

If you have any further questions please contact Kelly at Baum Properties.

Cordially,

Chesterfield Board of Directors



TEXT OF AMENDMENT

1. Article VII, Section 1 (I) "Fences" is deleted in its entirety and replaced with the following:

(I) Fences:

- (i) No fencing or walls of any type shall be installed or constructed in the front yard of any lot. Fencing may be installed in the back yard of a Lot provided**

 - (1) such fencing is in compliance will any and all applicable laws, statutes, ordinances, regulations and orders of any governmental entity having proper jurisdiction;**
 - (2) the fence may be constructed of materials of the Owner's choice with the exceptions of chain link or wire fencing materials. No chain link, wire, Horizontal Pasture wood or Split Rail wood fence shall be installed or erected on any lot.**
 - (3) the North Aurora Village rules in regards to fence heights in Municipal ordinances -- Section 17.12 (and any other sections which may exist) are complied with and adhered to**
 - (4) the fencing material used, will be of a color approved by the board;**
 - (5) the fencing is at all times to be maintained and kept in good order and repair by the Owner of the lot at such Owner's sole cost and expense.**

- (ii) Those fences which have been installed on a Lot prior to the effective date of this Amendment shall be "Grandfathered" in. A fence Approval letter will be given by the board to all Owners with an existing fence. The "Grandfathered" fence shall at all times be in compliance with any and all applicable laws, statutes, ordinances, regulations and orders of any governmental entity having proper jurisdiction and be maintained and kept in good order and repair by the Owner of the Lot at such Owner's sole cost and expense. At the time the Owner of the Lot replaces, removes or substantially repairs any fence Grandfather in by this provision, any new fence, replacement fence or substantially repaired fence shall comply with the requirements and provisions of Section (I) (i) above and no further rights under this provision shall exist as to either the Owner or the Lot.**

- (iii) Any owners planning on installing a new fence or replacing an existing fence, must completed the Architectural Improvement Application and submit it to the Board for approval before having the fence installed. Failure to have the necessary approvals may result in the Association issuing fines, requiring the Owner to make the new fence compliant and/or any other remedies provided in the**

Declaration, including but not limited to an action compelling the Owner to remove a fence not constructed in compliance with the term of the Declaration

3. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration.

4. The language of this Amendment shall govern any conflicts between this document and the prior Declaration and the amendments thereto.

5. Except as to the extent expressly set forth herein above, and as amended, the Declaration, Bylaws and Rules and Regulations shall continue in full force and effect without change.

END OF TEXT OF AMENDMENT

APPOINTMENT OF PROXY

CHESTERFIELD HOMEOWNERS ASSOCIATION

I hereby appoint and constitute _____, a Voting Member, as my proxy with power of substitution, for and in my stead, to vote for me, as if I was personally present at the Special Meeting of the Owners to be held for the purpose of voting on the proposed Second Amendment to Chesterfield Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions AND for any adjournment of such meeting.

My agent and/or representative shall be authorized to vote as follows:

(PLEASE CHECK THE MANNER IN WHICH YOU AUTHORIZE YOUR AGENT/PROXY TO CAST A VOTE ON THE ABOVE REFERENCED MATTERS):

_____ YES, I approve and accept the Second Amendment to Chesterfield Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions.

_____ NO, I do not approve and accept the Second Amendment to Chesterfield Homeowners Association, Inc. Declaration of Covenants, Conditions and Restrictions.

I HEREBY REVOKE ANY PROXIES GIVEN BY ME TO ANY INDIVIDUAL PRIOR TO THE DATE SET FORTH BELOW. THIS PROXY SHALL BE VALID FOR IN EXCESS OF ELEVEN (11) MONTHS AND UNTIL REVOKED BY THE UNDERSIGNED.

Signature of Voting Member

Date

Printed Name

Address