

**AMENDMENT TO THE
AMENDED AND
RESTATED
DECLARATION OF
COVENANTS,
CONDITIONS AND
RESTRICTIONS FOR
TALL OAKS OWNERS
ASSOCIATION**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereafter the "Declaration") for Tall Oaks Owners Association, (hereafter the "Association"), which Declaration was recorded on November 29, 2011 as Document Number 6792519 in the Office of the Recorder of Deeds of Lake County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Board of Directors and Unit Owners desire to adopt an Amendment to restrict leasing; and

WHEREAS, pursuant to Article XII, Section 9 of the Declaration, no amendments may be made to the Declaration without the prior written approval of the Village of Kildeer, which approval shall not be unreasonably withheld. Amendments shall be effective upon the recording of an appropriate Certificate of Amendment with the Recorder of Lake County, Illinois. Said Certificate of Amendment shall include the Amendment signed by the then current Owners of record of not less than forty-seven (47) of the Lots at the Property, and a recordable certificate from a title guaranty company doing business in Lake County, Illinois confirming the record ownership of said Lots.

This document prepared by and after recording to be returned to:

RYAN H. SHPRITZ
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

WHEREAS, said instrument has been signed and acknowledged by the President and the Secretary of the Association;

WHEREAS, an Affidavit signed by an officer of the Association is attached

hereto as Exhibit B certifying that said instrument has been approved and signed by the current owners of record of not less than forty-seven (47) of the Lots at the Property as evidenced by the Affidavit and the attached petition of said owners; and

WHEREAS, a recordable certificate from a title guaranty company doing business in Lake County, Illinois is required to confirm the record ownership of said Lots was obtained.

NOW, THEREFORE, the Association hereby declares that Article II, Section 24 of the Declaration be and is hereby amended as follows (additions in text are indicated by underline and deletions are indicated by ~~strike-out~~):

ARTICLE II, SECTION 24

Section 24. Leasing. Notwithstanding any foregoing provisions of this Declaration to the contrary, rental, leasing or subleasing of Units is prohibited, except as hereinafter provided:

(1) Those Units that are leased on the effective date of this Amendment may be leased until the expiration of the lease in effect at that time. Upon the expiration of the current lease, the Owner must either take possession of the Unit, maintain the Unit as a vacant Unit, or sell the Unit, subject to the provisions below. A copy of all current leases must be on file with the Board of Managers no later than fourteen days after the effective date of this Amendment.

(2) Hardship. If a Unit is vacated by a tenant in occupancy as of the recording date of this Amendment, or vacated by a Unit Owner for reasons beyond his control, the Unit Owner may apply for a one year hardship waiver in the following manner:

(A) The Unit Owner must submit a request in writing to the Board of Directors requesting a one year hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(B) If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant a one year waiver. Any lease entered into shall be in writing and for a period of one year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final.

(C) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.

(D) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(E) In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

(3) Any Unit 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.

(4) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

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

(6) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(7) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Lake County.

This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Lake County, Illinois.

Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

[INTENTIONALLY LEFT BLANK]

APPROVED THIS _____ DAY OF _____, 20__.

TALL OAKS OWNERS ASSOCIATION

By: _____
Its President

ATTEST:

By: _____
Secretary

Subscribed and Sworn to before me
this ___ day of _____, 20__.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 71, A and B, in Tall Oaks Subdivision, Being a Subdivision in the Northwest Quarter of Section 26, Township 43 North, Range 10, East of the Third Principal Meridian, According to the Plat Thereof, Recorded January 3, 2000, as Document 4473909, Lake County, Illinois.

EXHIBIT B

**CERTIFICATION AS TO UNIT OWNER APPROVAL AND RECORDABLE
CERTIFICATE CONFIRMING RECORD OWNERSHIP WAS OBTAINED**

I, _____, do hereby certify that I am the duly elected and qualified Secretary for the Tall Oaks Owners Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Tall Oaks Owners Association, was duly signed by the then current Owners of record of not less than forty-seven (47) of the Lots at the Property, and a recordable certificate from a title guaranty company doing business in Lake County, Illinois, confirming the record ownership of said Lots was obtained, in accordance with the provisions of Article XII, Section 9 of the Declaration.

Secretary

Dated at _____, Illinois this
_____ day of _____, 20____.

EXHIBIT C

APPROVAL OF VILLAGE OF KILDEER

I, _____, hereby certify that I am the
_____ of the Village of Kildeer and approve of the leasing and
architectural procedures Amendment at Tall Oaks Owners Association.

By _____

Its _____

Subscribe and Sworn to before me
this ___ day of _____, 2015.

Notary Public

**PETITION TO APPROVE THE AMENDMENT TO THE DECLARATION OF
FOR THE TALL OAKS OWNERS ASSOCIATION**

We, the undersigned owners, do hereby approve the Amendment to the Declaration of the Tall Oaks Owners Association, to restrict leasing at the Association, as attached hereto.

Name	Address
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____

**PETITION TO APPROVE THE AMENDMENT TO THE DECLARATION OF
FOR THE TALL OAKS OWNERS ASSOCIATION**

We, the undersigned owners, do hereby approve the Amendment to the Declaration of the Tall Oaks Owners Association, to modify the architectural procedures at the Association, as attached hereto.

Name	Address
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____
_____(signature) _____(print name)	_____ Kildeer, IL Date: _____

PROXY/BALLOT FOR

TALL OAKS OWNERS ASSOCIATION

MEETING OF _____, 20__

I, (print name) _____, owner of the Unit listed below at the Tall Oaks Owners Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held _____, 20__, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amendment regarding leasing.

- I do not approve of the Amendment regarding leasing.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the _____ day of _____, 20__.

 <hr/> <p>Signature line</p> <hr/> <p>Printed Name</p>

Property Address: _____
Kildeer, Illinois

PROXY/BALLOT FOR

TALL OAKS OWNERS ASSOCIATION

MEETING OF _____, 20__

I, (print name) _____, owner of the Unit listed below at the Tall Oaks Owners Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held _____, 20__, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

- I approve of the Amendment regarding architectural procedures.
- I do not approve of the Amendment regarding architectural procedures.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the _____ day of _____, 20__.

_____ Signature line
_____ Printed Name

Property Address: _____
Kildeer, Illinois