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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TALL OAKS OF KILDEER HOMEOWNERS ASSOCIATION**

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**AMENDED AND RESTATED DECLARATION OF
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PREAMBLE

Tall Oaks of Kildeer, Illinois

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tall Oaks of Kildeer Homeowners Association has been approved sixty-seven (67%) percent of the Owners, pursuant to Article XIII, Section 1 of the Original Declaration. Further, this Declaration has been signed and certified by the Secretary of the Board pursuant to Article XIII, Section 1 of the Original Declaration.

W I T N E S S E T H:

WHEREAS, the Association property is described as follows:

Lots 1 through 71 inclusive and Parcels A and B in Tall Oaks Subdivision being a subdivision of part of the Northwest Quarter of Section 26, Township 43 North, Range 10 East of the Third Principal Meridian according to the Plat thereof recorded 1-3-200 as Document No. 4473909 in Lake County, Illinois (hereinafter the "Property" or "Tall Oaks"); and

WHEREAS, the Property consists of individual residential Lots (hereinafter individually "Lot" and collectively "Lots"), and common open space parcels known as Parcels A and B (hereafter "Common Open Space"), and Natural Areas (hereinafter "Natural Areas") which include the Common Open Space and other areas within the Property designated as Natural Areas on the Plat of Subdivision; and

WHEREAS, Declarant is desirous of subjecting the Property to the covenants, conditions, restrictions, reservations and easements (hereinafter collectively referred to as the "Declaration" or "Covenants") hereinafter set forth; and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities at the Property to create the Tall Oaks Owners Association (hereinafter "Association") to maintain and protect the Common Open Space and the improvements thereon, to administer and enforce the Covenants and to collect, account for and disburse the assessments and charges hereinafter created; and

WHEREAS, Declarant intends to convey the Common Open Space to the Association; and

WHEREAS, these Covenants, each and all of which is and are for the benefit of the Property and for the Owner of each Lot thereof (hereinafter "Lot Owner" or "Owner"), and shall inure to the benefit of and pass with the Property, and each and every Lot thereof, and shall apply to and bind the successors in interest, and any Owner thereof.

NOW, THEREFORE, the Board of Directors hereby declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the Covenants hereinafter set forth. Said

Covenants shall run with the Property and be binding on and inure to the benefit of all parties having any right, title or interest in the described Property or any part thereof, their successors and assigns.

Article I General Purposes of this Declaration

The Property is subjected to the Covenants hereby declared to insure the proper use and appropriate development of the Property and every part thereof; to protect the Owners of the Property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of the Property; to encourage and secure the construction of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements, and in general to provide adequately for a residential subdivision of the highest quality and character and the preservation of natural resources and environment.

Article II General Restrictions

Section 1. The Lots at Tall Oaks shall be used for private residence purposes only, except as specifically authorized in this Declaration. Each private residence built on the Property shall be designed, constructed, equipped, maintained, reconstructed, altered and permitted to remain only as a single-family dwelling, designed by a licensed architect and completed to professional standards in accordance with the building codes of the Village of Kildeer and with the specific written approval of the Tall Oaks Architectural Review Committee (hereinafter the "Review Committee"), and the recommendations, if any, of the Architecture Committee of the Village of Kildeer.

Section 2. No more than one private residence shall be maintained on any Lot at the same time.

Section 3. A single-family dwelling is defined as a house built and utilized for residential purposes.

Section 4. The private residence shall be designed and built with a garage for the storage of vehicles. Except as specifically approved by the Review Committee, the garage for each single-family dwelling shall be designed, built and maintained for the storage of a minimum of three vehicles and the entry into the garage for these vehicles shall not be from the front of the house.

Section 5. Any additional storage areas, facilities and buildings shall be subject to the restrictions and approval of the Review Committee, and shall conform with the Village of Kildeer's setback provisions. Additionally, a building permit shall be obtained from the Village of Kildeer for said improvements.

Section 6. In order to provide for a residential community of the highest quality and character, the Owners of the Lots at Tall Oaks and their contractors are responsible for minimizing the negative impact on the environment and for the overall preservation of the natural beauty. To

assist in the accomplishment of this objective, the Review Committee shall from time to time prepare Architectural Design and Home Building Standards (hereinafter "Standards") to be approved by the Board of Directors, and distribute the same to the Owners of the Lots. Said Standards shall provide the guidelines for the design, construction, reconstruction, and alteration of the private residence (including the garage) and for the design, construction, reconstruction and alteration of additions and other improvements (including but not limited to decks, patios and porches) on the Lots. Changes made to the Standards are subject to the prior approval of the Village of Kildeer.

Section 7. Prior to the start of construction of a private residence, addition or other improvement on the Lot (specifically including prior to the "clearing" of any portion of a Lot), the Owner or his authorized contractor shall submit a Lot Development Plan to the Review Committee for the Review Committee's approval. The Standards shall detail the Lot Development Plan requirements. The word "clearing" includes the removal of trees or any other preparation of the Lot for excavation and/or construction.

For home construction, in addition to other items that may be included in the Standards, the Review Committee shall approve: the location of the private residence (including the garage), and other improvements on the Lot; the top of foundation elevations(s); the proposed final grading of the Lot to assure proper drainage and minimize the impact on the environment; the construction envelope (and the proper cordoning off of the construction envelope); the proper procedures for the Lot Owner and his authorized contractor to follow with regard to clearing, excavation, pouring of the foundation, backfilling, grading, material storage, vehicle parking, installation of utility services, site maintenance and other pertinent items. The Review Committee shall be rational and reasonably consistent in the setting of Standards and in the approval process. Any costs incurred by the Association and reasonably necessary at the discretion of either the Review Committee or the Board of Directors, related to the approval process, including but not limited to any fees associated with attorney, architect or engineer review, shall be charged back to the Owner.

The Lot Development Plan shall also be subject to the Village of Kildeer's approval.

Section 8. Air conditioners and other equipment shall be screened from view from the street fronting the Lot. Said screening to be approved in writing by the Review Committee. Pursuant to the Federal Communication Commissions Over-the-Air Reception Device Rule, a satellite dish may be installed on a Lot subject to reasonable rules and regulations adopted by the Board of Directors from time to time, and if applicable, after obtaining a permit from the Village of Kildeer.

Section 9. Other than a driveway, walk and landscaping, no improvements are permitted within the front setback of the Lot, unless said improvements are first approved in writing by the Review Committee and the Village of Kildeer. This limitation also applies to the Corner Side Yard setback area for corner Lots.

Section 10. It shall be the responsibility of each Lot Owner to properly landscape and maintain the Lot, including the parkway area adjoining the Lot, in accordance with the following requirements:

- A. Subsequent to the Closing of the purchase of the Lot, noxious weeds (as defined by the Illinois Noxious Weed Law (505 ILCS 100/1 et seq. as amended from time to time) to include: Ragweed, Canadian Thistle, etc.) shall be removed from the Lot by the Lot Owner.
- B. The Lot Owner is required to keep the Lot clear of refuse and debris at all times including, without limitation, before, during and after the construction of the private residence on the Lot.
- C. Prior to the construction of a private residence on the Lot, the Lot shall be maintained by the Lot Owner as follows:
 - i. areas planted with lawn grass mixes (Kentucky Blue Grass, Ryes, etc.) shall be maintained to a height of 4" to 6" (with the first and last cutting of the season at 2" to 3") and the bare spots replanted; and
 - ii. areas planted with Native Prairie Grasses and Wildflowers shall be maintained in accordance with the recognized guidelines for the maintenance of native prairie. Any burning shall be done in the late fall or early spring and shall only be done with provisions for the adequate protection of improvements and other vegetation on the Property and with the authorization of the governmental agency having jurisdiction, and subject to the Village of Kildeer Ordinance, as amended from time to time.
 - iii. Other open area with natural vegetation shall have noxious weeds removed (see Article II. Section 10.A.) and shall be mowed a minimum of three times each year.
 - iv. Woodland vegetation shall be kept in its natural condition or managed in accordance with a plan approved by the Village of Kildeer.
- D. After the construction of a private residence on the Lot, the Lot Owner is required to: landscape the Lot and the adjoining parkway as soon as reasonably possible after a certificate of occupancy has been issued; and maintain the landscaping on the Lot and in the adjoining parkway including the parkway trees to the recognized standards for the respective plantings.
 - i. In no event shall seeding of disturbed areas be delayed beyond the first growing season after issuance of a certificate of occupancy.
 - ii. In accordance with the Standards, the Review Committee may require an Owner to prepare and submit a Landscape Plan and Schedule as part of the Complete Submission Package to the Review Committee. If required, said Landscape Plan and Schedule is subject to the approval of the Review

Committee. The Landscape Plan, as approved, shall be completed by the Owner in accordance with the approved Landscape Schedule and in accordance with the approved grading on the Lot as provided for on the approved Lot Development Plan.

If the Board of Directors of the Association determines that a Lot Owner is not complying with the maintenance requirements of this Section of the Declaration, then upon ten (10) days written notice to that Lot Owner, the Association, its employees or agents may enter onto the Lot to perform the required maintenance as specified herein. In this event, the Association shall bill the Lot Owner at 110% of the costs to complete the required maintenance and the Lot Owner shall remit this amount to the Association within thirty days. In the event the Association does not receive full payment within said thirty day period, the Association may pursue its remedies under Article VIII, Sections 14 and 15 hereof.

Section 11. No lines, wires or equipment for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere on the Property, other than within a building or structure or attached to their walls in a manner approved by the Review Committee, unless the same shall be contained in conduits or cables and installed and maintained underground. Temporary electric service lines may be placed above ground during the construction of the private residence on the Lot, but must be removed within three (3) months of occupancy.

Section 12. Except as provided herein, no signs of any kind shall be displayed on any Lot except for one (1) sign not to exceed four (4) square feet to advertise the Lot and private residence thereon for sale ("For Sale Sign"). If the Village of Kildeer's sign ordinance allows, the Review Committee may consider larger For Sale Signs on the Lots or other identification sign consistent with the character of the Property. All signs within the Property shall be maintained in a "like new" condition and in appropriate locations as determined by the Review Committee, and shall be removed at such time as their primary purpose has been satisfied.

Section 13. No boat, airplane, trailer, commercial truck, house trailer, snowmobile, recreational vehicle, motor home, commercial vehicle, or similar vehicle ("Non-Conforming Vehicle(s)") shall be stored permanently or temporarily on any Lot except within an enclosed garage. Owners may request that the Review Committee grant an exception. All exceptions must be in writing and shall set out the specific Non-Conforming Vehicle for which the exception is granted, the time period of the exception, the condition that shall be maintained by the Owner for the Non-Conforming Vehicle, and the required screening provisions that the Owner is to adopt. No exception may be granted for a period exceeding six (6) months without a formal review and renewal process by the Review Committee.

Abandoned vehicles shall not be permitted on the property. A vehicle shall be deemed abandoned if (i) it is in a state of disrepair rendering it incapable of being driven in its present condition; (ii) it has not be used or moved for seven (7) consecutive days or more; (iii) it does not have a current, valid vehicle license plate; or (iv) the action of the owner and condition of the vehicle clearly indicate that the vehicle has been abandoned. Once a vehicle has been deemed abandoned, a sticker or similar notification will be placed on the vehicle to call the abandonment

to the attention of the owner. After forty-eight hours, the abandoned vehicle may be removed by the Police or the Association at the expense of the owner of the vehicle.

No more than three conforming vehicles may be parked on the driveway of a Lot on a regular basis and all vehicles parked must be licensed and operating. No vehicles may be parked on the Lot other than on the driveway or in the garage. The driveway from the front of the home to the street ("Front Yard") may not exceed two (2) lanes in width and parking areas may not extend outward beyond the driveway in the Front Yard. Every Lot shall be permitted one driveway access, with a Lot of a minimum 150 feet width may have two drive accesses, subject to the approval of the Village Engineer. A drive access shall be a minimum of ten (10) feet from the side Lot line, or as required by the Village Engineer. A drive access shall be no closer than fifty (50) feet from an adjacent intersection. The minimum width is twelve (12) feet; maximum width at the right-of-way is eighteen (18) feet; and maximum width at the intersection with the street is twenty-eight (28) feet. A drive access may not be enlarged to accommodate parking spaces in the front yard setback. There are specific specifications for asphalt, concrete and other block material. Concrete, paving bricks or other block materials are not allowed within the right-of-way without a letter from the Owner accepting responsibility for any future maintenance or replacement that may be associated with adjacent street maintenance. Said letter will be recorded to notify future Owners.

As used herein the term "commercial vehicle" shall include without limitation all automobiles, station wagons, vans, trucks, trailers or vehicular equipment bearing signs or which have printed thereon a reference to any commercial activity or which contain commercial equipment open to public view.

Section 14. No "off-the-road vehicles", snowmobiles and ATVs (all terrain vehicles) are permitted to be operated on the Property except as otherwise approved by the Board of Directors of the Association and the Village of Kildeer.

Section 15. Decorative fencing incorporated into the Landscape Plan for the Lot (as approved by the Review Committee) may be permitted with the approval of the Village of Kildeer. Perimeter privacy fencing and chain link fencing are specifically prohibited. All other fencing requires the specific approval of the Village of Kildeer and the Review Committee for the Property.

Section 16. No Lot shall be used or maintained as a dumping ground for rubbish or other materials. Building and landscape materials may be stored on the Lot in a neat and orderly manner for brief and appropriate periods during the construction of improvements on the Lot and in accordance with the Standards and the Lot Development Plan.

Section 17. Residual construction materials (ie. Scraps and wrappings) shall be stored:

- A. inside the enclosed structure that is under construction; or
- B. within an approved waste container which is to be removed from the Lot when filled.

Other waste (including yard waste), recycling, garbage or other refuse shall not be kept except in sanitary containers which shall be emptied weekly (or as provided by the Village of Kildeer). All locations, containers, equipment or enclosures for the storage or disposal of garbage, waste, recycling or other refuse shall be kept and maintained in a clean and sanitary condition, and except during a twenty-four (24) hour period on pick-up days (or for a lesser period as provided by the Village of Kildeer), shall be kept hidden or screened from view from the street fronting the Lot and generally screened from neighbors' view. If refuse cannot fit entirely within a container with a lid closed, then it may only be put out the morning of pick up.

Section 18. All construction equipment which is not rubber tired shall be loaded or unloaded within the boundaries of the Lot on which it is to be used. Any damage to public improvements and landscaping arising from construction on a Lot or from the construction workers, their equipment and vehicles for work performed on a Lot shall be the responsibility of the Lot Owner for whom said work is being performed.

Section 19. Unless otherwise restricted by the Village of Kildeer, an Owner may use a portion of the private residence for personal business or for work connected with employment for so long as these activities do not interfere with the other Owners' reasonable, peaceful enjoyment of the Property.

Section 20. No noxious or offensive activity shall be permitted on any Lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners.

Section 21. Subject to the ordinances of the Village of Kildeer and the provisions of this Declaration, the Owners shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property, and the construction and sale of the private residences and Lots at the Property.

Section 22.

- A. Without the express written authorization of the Board of Directors of the Association, household pets totaling more than three in number may not be kept on any Lot. Animals, including household pets, may not be bred or maintained for commercial purposes.
- B. (i) Prohibited dogs: Effective with the date of this Amendment, no dog of the following breeds shall be permitted to be kept on the Property: Pit Bulls, Tosa Inus, Presa Canarios, Dogo Argentinos, Wolf Hybrids, or FilaBrasileiros, or any other known inherently dangerous breeds, or a breed with a propensity toward unprovoked attacks of humans and other domestic pets. Said animals shall not be owned, kept, carried, transported, or otherwise possessed on any Lot or in the Common Areas. ("Pit Bull") means any pit bull terrier, which shall be defined as any American Pit Bull Terrier or Staffordshire Bull Terrier or American Staffordshire Terrier breed of dog.

This prohibition shall also apply to any other breeds of dog designated in the future by the Board of Directors, in its rules and regulations, as breeds appearing

to be bred for fighting or to have the characteristics of a type bred for fighting, or psychologically or physically poses a threat to other residents, guests or pets.

This prohibition shall also apply to any mixed breed of dog which contains as an element of its breeding any of the prohibited breeds, and shall also apply to any dog that has an appearance and physical characteristics that are substantially similar to any of the prohibited breeds.

This prohibition shall also apply to any dangerous dog as defined in section (iii) below. In determining whether a dog is prohibited under this Section, the Board of Directors may have regard to the breed standards established by the American Kennel Club or the American Dog Breeders Association.

(ii) Exception: The owner of any prohibited breed of dog which had been licensed to a member of Tall Oaks of Kildeer Homeowner Association before the recording date of this Amendment shall be allowed to keep such dog within the Property upon compliance with the terms of this Amendment. The owner shall submit an annual application for an exception and shall comply with or otherwise provide sufficient evidence that the owner is in compliance with all of the following regulations:

(a) The owner of the dog shall provide proof of rabies vaccination.

(b) The owner shall provide to the Board of Directors proof that the owner has procured liability insurance in the amount of at least two hundred fifty thousand dollars (\$250,000.00), covering any damage or injury which may be caused by the dog during the twelve month period covered by the insurance. The policy shall contain a provision requiring the insurance company to provide written notice to the Association not less than fifteen (15) days prior to any cancellation, termination, or expiration of the policy. The failure to provide such proof of insurance (the initial compliance period shall be no later than fourteen (14) days following the effective date of this Amendment) to the Board of Directors, shall result in the levying of a fine in the amount of fifteen (\$15.00) dollars per day of non-compliance.

(c) The owner shall, at the owner's own expense, have the dog spayed or neutered and shall present to the Association documentary proof from a licensed veterinarian that this sterilization has been performed. The initial compliance period shall be no later than sixty (60) days following the effective date of this Amendment.

(d) At all times when such dog is at the property of the owner, the owner shall keep the dog confined, or securely leashed and muzzled. At all times when the dog is away from the property of the owner, the owner shall keep the dog either securely leashed and muzzled or in a secure

temporary enclosure, and in either case, under the direct physical control of the owner.

(e) This exception shall be revoked in the event that any of the conditions on subsections (A) through (D) are violated, or in the event that the dog displays aggressive behavior toward any human or animal that in the judgment of the Board of Directors poses an undue risk of harm.

(f) This exception shall not apply to any dangerous dog as defined in section (iii) below.

(iii) Prohibited dogs shall also include any dangerous dog. "Dangerous Dog" means a dog that has attacked or bitten a person without provocation; attacked or bitten a domestic animal when not on the owner's real property; or displayed a pattern of unprovoked aggressive behavior toward persons or domestic animals; raised or trained to fight dogs or other animals; and that in the judgment of the Board of Directors, poses an undue risk of harm. The owner's real property does not include Common Open Space, Natural Space or any public right-of-way.

(iv) In the event of any violation of this policy, resulting in threat, risk of or actual physical harm to any Owner, resident or guest, the dog's Owner shall be solely liable to the injured party. Further, knowingly raising and harboring a dangerous animal shall constitute gross negligence and/or willful and wanton misconduct.

(v) Except for the fine amount outlined in Section 23(b)(ii)(B) above, the fine for violation of this section shall not be less than \$100.00 per day, and for each day that a violation continues until abated. Each day shall constitute a separate and distinct violation.

- C Any dog causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board, at the expense of the Owner, including reasonable attorney's fees and court costs.

- D In the event any party should file a lawsuit to enforce its rights under this Amendment, such lawsuit shall be brought in the Circuit Court of Lake County, Illinois, and that the prevailing party shall be entitled to recover attorneys' fees.

Section 23. Flags

(a) Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States

Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located, but a board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

(b) As used in this Section:

“American flag” means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but “American flag” does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

“Military flag” means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but “military flag” does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

Article III

Tall Oaks Architectural Review Committee

Section 1. The Review Committee shall consist of a minimum of three (3) Owners, who shall be appointed by the Board of Directors from time to time, and may also consist of members of the Board.

- A. the Board of Directors of the Association may from time to time appoint one or more Owners to serve with the Directors on the Review Committee and said Owners(s) may serve as a member(s) of the Review Committee with full voting rights or as an adviser(s) to the Review Committee without voting rights, as determined by the Board of Directors, and
- B. the Board of Directors of the Association may from time to time determine that professional assistance is required (ie. An architect or civil engineer) to advise the Review Committee. However, any party assisting the Review Committee who is not a Lot Owner may not have voting rights, and
- C. any two members of the Review Committee in attendance at a meeting of the Architectural Review Committee shall constitute a quorum.

The President of the Association shall serve as the Chairman of the Review Committee and shall be charged with providing notice to the other Review Committee members and the Applicants as to the date, time and place of the Review Committee meetings.

The decision of the Review Committee shall be determined by the agreement of a majority of the Review Committee members in attendance at a formal meeting with reasonable notice having been given to the Review Committee members.

Section 2. A Lot Owner or an Owner's authorized contractor ("Applicant") shall submit, to the Review Committee for its review in accordance with this Declaration, building plans and specifications and a Lot Development Plan (and, if appropriate and required, a Landscape Plan and Schedule) in the form and with the content required by the Review Committee (a "Complete Submission Package" or an "Application") as provided for in the current Standards.

Section 3. The Review Committee shall meet as it deems appropriate except that it shall be required to meet within ten (10) business days of an Applicant's submission of a Complete Submission Package.

Section 4. The Review Committee may charge an Owner for:

- A. out-of-pocket direct expenses, plus
- B. reasonable fees to cover consultants charges.

Section 5. Nothing herein and no decision of the Review Committee shall relieve any Applicant from the responsibility of determining and complying with all applicable Building and Zoning Codes and Ordinances and other regulations of the Village of Kildeer and other governmental bodies having jurisdiction.

Section 6. The members of the Review Committee shall not be personally liable to the Applicant(s), other Lot Owners(s) or their contractor(s) for any mistake in judgment or any act or omission (not made in bad faith) as Review Committee members or acting as the Review Committee as a whole, and said Review Committee members shall be indemnified and held harmless by all Lot Owners and their contractors.

Section 7. The Complete Submission Package shall be submitted to the A Review Committee and the necessary approvals received by the Applicant prior to an application for a building permit from the Village of Kildeer and prior to the clearing of any portion of the Lot.

Section 8. As stated in this Article III, the Review Committee is required to meet within ten (10) business days of an Applicant's submission of a Complete Submission Package in the form and with the content required by the Review Committee.

Upon the receipt of the Complete Submission Package, the Review Committee shall reply to the Applicant within ten (10) business days after the meeting of the Review Committee to review the said Complete Submission Package, and said reply may take the following form:

- A. an unqualified approval; or

- B. an approval with the required modifications noted and agreed to by the Applicant; or
- C. a rejection with a reconsideration provided for when the Applicant provides specified modifications, clarifications or additional details, or
- D. a rejection with a request for a meeting with the Applicant, and/or the Applicant's architect or engineer for the purpose of resolving issues, for clarifications or additional details; or
- E. a rejection with the right for re-submission with the Review Committee not specifying the changes required. The Review Committee is required to provide an explanation for a rejection but is not required to provide design assistance to the Applicant.

Section 9. The Review Committee has the right to refuse to approve an Application. However, the Review Committee is required to respond to an Application and is required to be rational and reasonably consistent in its rulings.

Section 10. If the Review Committee does not reply to the Applicant within the time specified herein, the Lot Owner may send a registered or certified letter ("Notice Letter") to the Review Committee requesting a reply. In the event the Lot Owner does not receive a reply within ten (10) business days after delivery of the Notice Letter, the Lot Owner may commence the improvements specified in the Complete Submission Package that was previously submitted to the Review Committee as if an unqualified approval had been received, but only after the Lot Owner's receipt of a building permit from the Village of Kildeer.

Section 11. A decision of the Review Committee can be modified or amended by a Lot Owner through the Owner's compliance with the following procedure:

- A. the Owner ("Petitioning Owner") shall petition the other Owners at the Property. Said petition shall clearly state the Petitioning Owner's request and the Review Committee's response. The Complete Submission Package and all other pertinent documents shall be attached to the petition, referenced therein and made a part thereof; and
- B. if the Petitioning Owner obtains the signatures in support of the petition of the current Owners at the Property representing thirty-six (36) of the Lots; the decision(s) of the Review Committee can be modified or amended as specifically provided in the petition; and
- C. the Petitioning Owner, with the recording of the petition and the referenced exhibits, may commence the work as detailed in the approved and recorded petition upon thirty (30) days notice to the Review Committee, but only after the Lot Owner's receipt of a building permit from the Village of Kildeer.

Section 12. Because of the unique nature of real estate, any approval or procedure adopted by the Review Committee for one Lot or one Owner shall not restrict the Review Committee's right to grant a different approval or procedure for another Lot or another Owner. An Owner cannot rely on a decision of the Review Committee to serve as precedent for a subsequent application.

Section 13. The Review Committee reserves the right to grant exceptions from stated or published policies, procedures, rules, regulations, specifications, guidelines, criteria and the Standards from time to time upon the majority vote of the Review Committee at a formal meeting of the Review Committee.

Article IV Architectural Control

Section 1. The purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No building or other improvement shall be commenced or maintained, including any reconstruction, addition or alteration (except interior changes), until a Complete Submission Package has been submitted to and approved in writing by the Review Committee and a building permit is issued by the Village of Kildeer.

The Construction plans and specifications shall include detailing of the current and proposed improvements, exterior building materials and the exterior color scheme. The Landscape plans and specifications shall include the current topography and the proposed changes in grade, plant materials, sizes and locations. Landscape elements that are not plant materials shall also be detailed on the Landscape plan.

Section 2. The Review Committee shall evaluate Applications by an Applicant for exterior improvements, alterations, reconstructions and new constructions on a Lot or Lot(s) at the Property in effect at the time of the Application to the Review Committee by the Applicant and with full consideration of the following preponderant criteria:

- A. Architectural Integrity and Consistency: The various elements of the home and landscape are to be compatible and consistent with the architectural style.
- B. Significant Appeal: The architectural style, the detailing of the exterior trim, the appointments, the building materials, the landscape materials, the colors, and the installation and application of the same shall combine to create a distinctive character with significant appeal.
- C. Harmonious Improvements: The home and its landscape are to be harmonious with existing and previously approved homes and their landscape improvements within Tall Oaks and not detract from already built and/or approved improvements in the vicinity of the respective Lot.
- D. Singular Improvement:
 - i. No home shall be built within Tall Oaks which is a duplicate of another home within the Property, and
 - ii. No home shall be built within the Property which is of the same or similar design as another home already built or approved ("Compared Residences"):

- a. located on the same side of the street on the first or second platted lots on both sides of the subject home; or
- b. located directly across the street from the subject home; or
- c. located immediately to the rear of the subject home fronting on the first street to the rear of the subject home (this does not apply to lots that abut Common Open Space within the Property).

The words "directly across the street" and "immediately to the rear" include any lot ("Covered Lot") or portion thereof that falls within the lot lines, as extended, of the subject home and the first or second lots on both sides of the Covered Lot.

Any elevation of the subject home shall be deemed to be of the same or similar design to a Compared Residence unless the subject home has at least four (4) of the following features different from the Compared Residence:

- A. the basic arrangement of the building and its front elevation elements, such as: right-hand or left-hand orientation, windows, shutters, doors, entryways or entryway treatments and porches;
- B. the predominant building color of the home (for stucco homes: the subject home and a Compared Residence cannot have the same predominant building color);
- C. the major exterior building materials (such as: vertical siding, horizontal siding, brick, stone or stucco) or the significant relative proportion of the use;
- D. the roofing materials such as: wood shakes, dimensional fiberglass shingles or dimensional asphalt shingles;
- E. the roof structure or style, such as: hip, gable, mansard, etc. (for stucco homes: the subject home and a Compared Residence cannot have the same roof structure);
- F. the site orientation (ie. A different elevation facing the street) (this is not applicable for stucco homes);
- G. the style of home (ie. Country French, Tudor, Georgian, Victorian, Cape Cod, etc).
- H. Professional Quality: The Review Committee shall consider factors such as roof pitch, the size and location of windows, the chimney detailing and other elements. The overall appearance of the improvements shall be one of professional quality.

Primary architectural elements and materials that are part of the front elevation of a structure shall be included on all other elevations (sides and rear elevations) whenever practical at a ratio of approximately two to one. For example: if a front elevation is 100% brick, then the side and rear elevations should be approximately 50% brick whenever practical on an aggregate basis (with the chimney alone not fully satisfying this requirement). Likewise, if a front elevation has pediments above the windows on a front elevation, the side and rear windows shall have coordinating pediments or surrounds (appropriately diminished in detail and scope). Front elevation accent materials such as stone are excluded from this requirement. The Review Committee shall be judicious in the enforcement of this requirement in order to not sacrifice high-quality architectural design for the sake of satisfying a formula.

A home with a "shirt front" of brick will not be acceptable. The brick must be continued on the side elevations with the brick either continuing on all elevations or having a logical and pleasing termination of the brick material (in general, brick should terminate at inside corners or at a change in plane - such as an angled projection for a bay). All sides of the structure shall be designed with a pleasing inclusion and balance of architectural elements: trim detailing, appointments, windows and/or doors. A façade unrelated to the rest of the structure is not in keeping with the desired design criteria.

Section 3. As provided for in Article II, Section 10.D.ii, if a Landscape Plan was approved by the Review Committee for the respective Lot, then the Review Committee shall review and approve any significant landscape relocations, alterations, enhancements or removals for the respective Lot.

Article V

Tall Oaks Owners Association and Natural Areas Resource Management

Section 1. There shall be formed an Illinois Not-For-Profit Corporation to be known as the Tall Oaks Owners Association ("Association") which shall administer, operate, maintain, and promote the desired purposes of this Declaration.

Section 2. The purpose of the Tall Oaks Owners Association is to perform those duties and have those rights and obligations as set forth in this Declaration including:

- A. the administration and enforcement of the provisions of this Declaration including the architectural control provisions;
- B. the operation of the Association including: purchasing of materials and services (including consulting services); retention of professional management; appointment of a Natural Areas Managing Agent; securing the necessary insurance; providing notices to Members and others; accounting for and the collection of assessments and charges, maintenance of accounts, and the processing of disbursements;
- C. the ownership of Parcels A and B (the "Common Open Space"), and the resources contained therein and the improvements thereon; and

- D. the management, operation, maintenance, repair, replacement and removal of certain improvements at the Property (herein referred to as the "Common Improvements") as follows:

- i. entrance lighting and street lighting (if any), including the costs for electric service;
- ii. entrance monuments, signs, walls and landscaping; Common Open Space and Natural Areas landscape and resources; cul-de-sac island landscaping; walking and bicycling paths installed within the Property; playground equipment, signs and posts installed by the Declarant or the Association; boardwalks, shelters, observation decks, and other Common Open Space improvements;
- iii. detention areas and storm sewers, including appurtenances; and
- iv. other improvements installed by the Declarant or the Association for the common benefit of the Lot Owners.

Section 3. For the Natural Areas (which include the Common Open Space and other areas within the Property designated as Natural Areas on the Plat of Subdivision):

- A. The Association shall be responsible for: management, maintenance, repairs and replacements in said Natural Areas in accordance with the Village of Kildeer's Natural Areas Management Ordinance and shall follow a detailed and approved Management Plan as prepared for the Association and periodically reviewed and revised by or under the supervision of the Natural Areas Managing Agent. Said Management Plan shall include but not be limited to the following:

- i. A list of all management commitments, constraints and performance standards mandated by local, state and federal permits and the current status of each;
- ii. a statement of management objectives specific to the Property;
- iii. a detailed discussion of proposed Management Measures aimed at achieving stated objectives and meeting management commitments, constraints and performance standards (said Management Measures may include but are not limited to: manual clearing of undesirable vegetation, selected herbicide treatment, prescribed burn management, biological controls, active planting of desirable plant species, installation of habitat structures, stocking of desirable plant species, installation of habitat structures, stocking of desirable animal species, control of undesirable animal species, water level controls, erosion and sediment controls);
- iv. the proposed implementation schedule (itemized by Management Measure); and

v. an outline of the proposed program for monitoring management progress and adjusting the Management Plan as needed.

- B. The Board of Directors of the Association shall appoint a Natural Areas Managing Agent to supervise the compliance with and the revisions to the Management Plan and the Management Measures for the Natural Areas.
- C. From time to time, the Village of Kildeer shall be provided with the current name, address and telephone number of the officially designated Natural Areas Managing Agent.
- D. The Association shall hold the Village of Kildeer harmless with regard to legal actions (if any) connected with the Association's management of the Natural Areas.
- E. In the event the required management and practices are not carried out for the Natural Areas, by the Association, the Village of Kildeer, or another governmental entity having jurisdiction shall have the right, but not the obligation, to manage the officially designated Natural Areas and charge the costs incurred back to the Association through the Natural Areas Managing Agent and such costs shall be a lien in favor of the Village against the Property. In such an event the Association must assess its Members for the costs to retire the Village's Lien.

Section 4. The Association shall have the right but not the obligation to manage those areas within the Lots designated as Conservancy Areas or Conservancy Easements. If the Association elects to manage and maintain said areas, then the costs for completing the necessary services shall be an Association expense and shall be included in the Association budget and in the assessments to all the Members.

Section 5. See Exhibit B attached hereto and made a part hereof for the Conservation Easement Provisions.

Article VI

The Association Membership and the Board of Directors

Section 1. Membership in the Association shall be limited to record Owners of the individual Lots in Tall Oaks subdivision in the Village of Kildeer, Illinois. Every person or entity who is a record owner of a fee simple interest or any part thereof in any Lot ("Owner") which is subject to these covenants shall automatically be a Member ("Member") of the Association and shall remain one for so long as he/she remains an Owner of a Lot subject hereto. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments. When more than one person or entity holds an interest in any one Lot, all such persons or entities shall be Members.

Section 2. The administration, operation, duties, rights and obligations of the Association are vested in the Board of Directors of the Association (the "Board"); and the Board shall constitute the final administrative authority and all decisions of the Board made in accordance with this Declaration and the By-Laws of the Association shall be binding; and to the extent services are

not provided by any governmental body or the individual Lot Owners for the Property, and as such services are authorized by this Declaration, said services are granted to the Association to be administered by the Board.

Section 3. Voting

- A. All votes of the Association Membership shall be by written ballot. The ballot shall fully state the issue or issues to be voted on, identify the Lot number at the Property and be signed by the Lot Owner with an acknowledgement of the voting preference. The Board of Directors may determine that a secret ballot is appropriate, and in this event the Secretary of the Association shall certify that the votes counted are in accordance with Sub-Section B of this Section 3 or Article VI of the Declaration.
- B. On all matters before the Association, all Lot Owners within the Property shall be entitled to one vote for each Lot owned. In the event there is more than one Owner for any one Lot, votes and rights of use and enjoyment shall be as provided herein. The vote for such Lot shall be exercised as the Owners of that Lot among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. In the event said persons or entities holding an interest in any one Lot cannot agree among themselves, the Association may not consider anything less than a whole vote per Lot.
- C. To avoid disputes, the Association may request from a Lot Owner (including those Lots owned by corporations, partnerships or land trusts) that a certificate be executed by the Owner or Owners declaring the ownership of the Lot and stating which party has the right to exercise the votes for said Lot until such time as the certificate is withdrawn. Said certificate shall be filed with the Secretary of the Association.

Section 4. Each Owner by the acceptance of a deed of conveyance, and each Contract Purchaser under any contract for such deed of conveyance, accepts the deed of conveyance subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Section or described in any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Lot ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 5. As a Member of the Association, each Lot Owner hereby covenants and agrees to be bound by the provisions of the By-Laws of the Association ("By-Laws") as such may be properly adopted, modified or amended from time to time in accordance with this Declaration.

Section 6. At the Annual Meeting of the Association, the Members of the Association shall elect Lot Owners to the Board of Directors (the "Board"). The Board shall be comprised of five (5) Lot Owners. The By-Laws shall provide for the election or appointment of officers of the Board, the duties of the Board's officers, the replacement of inactive Board members, and the replacement of Board members who terminate their membership in the Association.

Section 7. A Director shall be elected for a three (3) year term or to fill the unexpired term of a previously elected Director. Directors may be re-elected to serve multiple terms.

Section 8. The election of Directors to the Board, changes in By-Laws, annual assessments, special assessments and other matters as provided for in this Declaration or the By-Laws shall be proposed by the Board and voted on by the Board of Directors, unless otherwise specified herein, at annual meetings or special meetings with proper notice having been given.

Individual Members of the Association may nominate Directors to the Board, propose changes in the By-Laws, propose assessments, or propose other matters for consideration by the Membership, provided that in order for consideration and a vote of the Membership:

- A. the nomination shall be presented at the time that the Board of Directors calls for nominations and that the information regarding the nomination is disseminated by the nominator to the Owners or to a nominations committee, or to the Secretary of the Association in accordance with the procedure specified in the By-Laws or by the Board of Directors, or
- B. for all other matters, the individual Member making said proposal distributes the proposal and related information to the Lot Owners of record not less than five (5) business days prior to the annual or special meeting.

Section 9. With the affirmative vote of a majority of the Members of the Association in attendance or voting by proxy at an Annual or Special Meeting, the Board of Directors may retain a professional manager or management firm to assist the Board of Directors in the administration of the Association.

Section 10. Annual Meetings and Special Meetings of the Association shall be held in accordance with the By-Laws.

Section 11. Subject to the terms of this Declaration and the By-Laws of the Association, the Board of Directors shall have the authority to, from time-to-time, adopt and promulgate rules and regulations pertaining to those matters under the purview of the Association.

Section 12. The Board of Directors may establish Committees to advise and assist the Board in the administration of its duties for the Association, and the Board may appoint one or more of the Owners to said Committees. Said Owners shall serve on the respective Committees at the pleasure of the Board. The Committees' initiation, composition, duties, authority, responsibility and termination shall be as determined by the Board. The establishment and employment of Committees shall not limit the Board's authority and shall not absolve the Board's responsibilities to the Association and the Owners as provided in this Declaration.

Section 13. The Owners serving on the Board of Directors, individually and collectively, shall not be personally liable to the Members or Lot Owners and contract purchasers and others having an interest in the Property, their employees, contractors, family members, guests or agents for any mistake in judgment or any act or omission (not made in bad faith) as Board members or acting as the Board of Directors as a whole, and said Board members shall be indemnified and held harmless by all Lot Owners and contract purchasers and other having an interest in the Property and their employees, contractors, family members, guests or agents. Additionally, the Association shall indemnify and hold the Board of Directors, individually and collectively, harmless against all contractual liabilities to others arising out of agreements made by such Board members or the Board of Directors on behalf of the Association unless such agreements shall have been made in bad faith or with the knowledge that the same was contrary to the provisions of this Declaration.

Article VII Open Water Reserve Fund

Section 1. Declarant shall establish within thirty (30) days of the recording of this Declaration, a reserve account to be known as the Tall Oaks Open Water Reserve Fund ("Open Water Reserves"). The fund shall be comprised of the initial deposit by the Declarant of Ten Thousand Dollars (\$10,000.00), the funds the Association may from time to time choose to allocate to supplement or augment the Open Water Reserves, and the interest or earnings from the deposit or from the investment of the Open Water Reserves.

Section 2. In the name of the Association, the Open Water Reserves shall be deposited or invested initially by the Declarant and subsequently by the Treasurer of the Association in an account insured by the Federal Deposit Insurance Corporation (or an equivalent entity), or in an appropriately secure investment in a similar manner to the other operating account(s) and reserves of the Association.

Section 3. The Open Water Reserves Fund may be drawn upon with the authorization of the Board in the event of a failure of the downstream dam located on Buffalo Creek that as of the date of the recording of this Declaration maintains the water level for the "Open Water" within the Common Open Space at the Property (the Open Water being located on either side of the channel of Buffalo Creek in the western portion of the Property). More specifically, the Open Water Reserves may be used to:

- A. repair the downstream dam located in Albert's Deerwood Estates of Long Grove, Illinois (with the cooperation of the then current property owner(s) of the respective Lot of Lots in Albert's Deerwood Estates on which the dam is located); or
- B. construct a spillway and an earthen berm along the east edge of the Common Open Space as necessary to re-establish the water level of the Open Water.

Section 4. Unless otherwise approved by the Board and the Village of Kildeer, the Open Water Reserves Fund may only be used for the purposes as provided in this Article VII.

Section 5. In the event of a dam failure and the repair not being carried out by the Association, the Village of Kildeer may elect to perform the repair work and charge the costs incurred back to the Association. In such an event the Village shall have a lien for its costs against the Property and the Association must assess its members for the cost to retire the Village's lien.

Article VIII Assessments

Section 1. Each Owner of a Lot by acceptance of a deed therefore or otherwise, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay Annual Assessments, Special Assessments, Charges and Penalties for each Lot owned.

The timing of said payments shall be as follows:

- A. the Annual Assessment shall be paid in one or more installments each year, as determined by the Board of Directors, and
- B. any Special Assessment as approved at the Annual Meeting or a Special Meeting of the Association shall be paid in one or more installments as determined by the provisions included within the approved Special Assessment ballot (but, in no event shall a Special Assessment become due less than thirty (30) days after approval and after written notification of the approved Special Assessment has been sent to the Owners), and
- C. any Charges for services or Penalties in accordance with this Declaration and the By-Laws shall be paid as determined by the Board of Directors.

The payments are to be made to the Association or to a management company or collection agency as designated by the Board of Directors.

The Assessments and Charges, together with such interest thereon and cost of collection thereof, including but not limited to reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a separate and continuing lien upon each Lot against which each such Assessment or Charge is made. Each such Assessment or Charge, together with such interest thereon, and cost of collection thereof, including but not limited to, reasonable attorney's fees, shall also be the continuing personal obligation of the person(s) who was/were the Owner(s) of such Lot at the time when the said Assessment or Charge came due and payable.

Section 2. Annual Assessments shall be determined by a Budget prepared for the following fiscal year by the Treasurer of the Association, approved by the Board of Directors and distributed to the Owners on an annual basis within sixty (60) days of the end of the Association's fiscal year and presented to the Owners not less than ten (10) business days prior to the Annual Meeting for their consideration at the Annual Meeting. Further, The Treasurer shall annually supply to all Owners an itemized accounting of the common expenses for the preceding year actually incurred

or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

The Annual Assessment Budget items shall include:

- A. The Operating Expenses of the Association: including but not limited to: management fee (if any); insurance; administration expenses (including legal fees, accounting, collection and audit charges and expenses, supplies, printing, postage, etc); meeting expenses; Natural Areas Managing Agent expenses; sign maintenance; electric service expenses and other utilities (if any) for the Common Improvements; landscape and resource maintenance for Common Improvements and Natural Areas; maintenance of storm sewers; and other expenses of the Association in accordance with this Declaration; and
- B. Reserves for repairs and replacements.

Section 3. Special Assessments shall be determined by a Special Budget prepared by the Treasurer of the Association detailing the proposed expenditure or deficiency, approved by the Board of Directors and distributed to the Owners for consideration at the Annual Meeting or a Special Meeting not less than ten (10) days prior to said Annual Meeting or Special Meeting.

Special Assessment budget items may include, but are not limited to:

- A. Operating Expense deficiencies not covered by the Annual Assessments, and
- B. Repairs and replacements not adequately covered by Reserves, and
- C. Extraordinary, non-recurring expenses (ie Capital Improvements), and
- D. Any amounts paid by the Village of Kildeer pursuant to paragraph E of Section 3 of Article V and Section 5 of Article VII.

Special Assessments for all or part of a Capital Improvement (a Capital Improvement being defined as a new improvement costing in excess of twenty-five percent (25%) more than the Association's Budget for Operating Expenses for the prior fiscal year, and not a repair, direct replacement, direct reconstruction or direct renovation of an existing improvement) must receive an affirmative vote of a minimum of forty-three (43) of the Lots with Owners present or represented by proxy at the Annual Meeting or a Special Meeting of the Association.

Section 4. Charges and Penalties shall be as provided in these Covenants and the By-Laws of the Association (ie. Late fees, collection costs, fines, and recovery of costs in accordance with Article II, Section 10).

Section 5. The general revenues of the Association including Annual Assessments, Special Assessments (including Operating Expenses and Reserves), Charges and Penalties, interest income and other investment income, and all other income to the Association shall be placed in a

General Revenue Fund with segregated accounts as appropriate; and shall be used exclusively for Association purposes as provided in these Covenants and the By-Laws of the Association.

Section 6. The fiscal year of the Association shall be October 1st through September 30th.

Section 7. All in accordance with Article VIII, Section 1 herein and the other provisions of the Covenants:

- A. for Annual Assessments (including Operating Expenses and Reserves) and for Special Assessments, each Owner shall be charged an equal amount and shall pay based on one seventy-first (1/71) of the budgeted cost, and
- B. for Charges and Penalties, the Owners(s) shall pay as reasonably assessed by the Association.

Section 8. Annual Assessment:

- A. each Annual Assessment and Special Assessment shall be paid by the Lot Owners of record as of the date the assessment is due; and
- B. a Lot Owner's obligation to pay Assessments shall commence on the date of the closing of the sale of the respective Lot.

Section 9. As determined by the Board of Directors, any funds collected and not expended during a fiscal year shall be first retained to cover accounts payable or anticipated expenses, and then either:

- A. applied to reduce the following year's Annual Assessment, or
- B. shall be applied to the Reserves account.

With the affirmative vote of forty-three (43) of the Lots with Owners present or represented by proxy at an Annual or Special Meeting of the Association, the Board of Directors shall rebate (on the basis of one seventy-first (1/71) of the total rebated amount to each Lot Owner) funds held by the Association in excess of the scheduled and budgeted needs (including Reserve requirements) of the Association.

Section 10. A delay by the Board of Directors in completing the reports to the Members in accordance with these Covenants shall not constitute a waiver or release in any manner of an Owner's obligation to pay Assessments, Charges or Penalties. No Owner may waive or otherwise escape liability for the Assessments, Charges or Penalties provided herein on the bases of non-use of the services, Property or facilities; or on the basis of abandonment of his/her Lot.

Section 11. The Association shall within fifteen (15) business days, upon demand at any time, furnish a certificate in writing, signed by an Officer of the Association (or the management agent, if any) setting forth whether the Assessments, Charges and Penalties for a specified Lot

are current or past due, the amount(s) of the most recent Annual Assessment, Special Assessment and Charges (if any), and the date(s) to which these assessments and charges are paid through.

A reasonable and customary charge may be levied by the Board of Directors for the issuance of said certificate, and said certificate shall be conclusive evidence of payment(s) of any Annual Assessment, Special Assessment and Charges therein stated.

Section 12. Any Assessments, Charges and Penalties which are not paid when due shall be delinquent and shall be continuing lien and an equitable charge running with the land touching and concerning said Lot so assessed or charged, held by the then Owner or Owners, their heirs, devisees, personal representatives, assigns, successors, and grantees. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment or charge exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan to purchase the Property. The Association may record a lien to evidence the delinquent assessment or charge.

If the Assessment, Charge or Penalty is not paid within ten (10) business days after the due date, the Assessment, Charge or Penalty shall bear interest from the date of delinquency at an annual rate of interest of twelve percent (12%) or such rate as set by the Association, at the Annual Meeting of the Association, from time-to-time for future periods.

Section 13. If any such delinquency continues for thirty (30) days, the Owner shall be in default and the Board of Directors or its agents may exercise and enforce all rights and remedies permitted under the Declaration, in the By-Laws or the Association or otherwise available at law or in equity including, without limitation, the right to bring suit against any and all such delinquent Owners for personal judgments against them jointly and severally, and to enforce collection of such judgments, to foreclose any liens in the manner provided by law for the foreclosure of liens against real estate and to take possession of such Owner's interest in the Lot for the benefit of all other Owners by an action for possession in the manner described in the Forcible Entry and Detainer Act (735 ILCS 5/9-101, et seq. as amended from time to time. There shall be added to the amount of any judgment, whether personal or by way of foreclosure, the costs of suit, together with interest from the date of delinquency. The Board of Directors or its nominee shall have the power to bid in the interest so foreclosed at any foreclosure sale, and to acquire and hold, lease, mortgage and convey the Lot sold thereby.

The lien of the assessment provided for herein shall be subordinate to the lien of the first mortgage or trust deed placed upon the Lot for the purpose of purchasing the same. Such automatic subordination shall apply only to the assessments and charges which arise subsequent to the lien of said first mortgage or trust deed. The sale or transfer of any Lot pursuant to a decree of foreclosure under such first mortgage or trust deed, or any proceeding or conveyance in lieu thereof, shall not extinguish the lien of such assessments or charges which have become due and payable prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments, charges or installments thereafter becoming due.

Section 14. Parcels A and B shall be exempt from the Assessments, Charges and Penalties created herein.

Section 15. The Board of the Association shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any unit owners or their mortgagees and their duly authorized agents or attorneys:

- A. Copies of the recorded declaration, other instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation of the association, annual reports and any rules and regulations adopted by the Association or its Board shall be available;
- B. Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the association, shall be maintained;
- C. The minutes of all meetings of the Association and the Board of the Association shall be maintained for a period of not less than 7 years;
- D. Ballots and proxies related thereto, if any, for any election held for the Board of the Association and for any other matters voted on by the unit owners shall be maintained for not less than 1 year; and
- E. Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.
- F. With respect to units owned by a land trust, if a trustee designates in writing, a person to cast votes on behalf of the unit owner, the designation shall remain in effect until a subsequent document is filed with the Association.
- G. A reasonable fee may be charged by the Association or its Board for the cost of copying.

Section 16. The Treasurer of the Association shall deposit or invest the General Revenue Fund of the Association including Reserves in the name of the Association in an account or accounts insured by the Federal Deposit Insurance Corporation (or an equivalent entity) or in an appropriately secure investment for the benefit of the Association.

Section 17. On or before December 1st of each year, the Treasurer of the Association shall distribute to the members an Operating Statement for the prior fiscal year and a Balance Sheet as of the end of the prior fiscal year that shows the General Revenue Fund balances including the Reserve balances, receivables, other assets and liabilities of the Association.

Section 18. Except as provided in this Declaration, the liability of any Lot under all contracts and agreements entered into by the Board of Directors shall be limited to an amount determined by dividing the total liability by the seventy-one (71) Lots at the Property.

Article IX
Remedies for Breach of Covenants, Restrictions and Regulations

Section 1. In the event of any default by any Owner under the provisions of this Declaration, any Amendment thereof, the By-Laws or the rules and regulations of the Association, the Board of Directors shall have each and all of the rights and remedies which may be provided for in this Declaration or the By-Laws, or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. The Board of the Association shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from members for violations of the Declaration, By-Laws, and rules and regulations of the Association. Nothing contained herein shall give rise to a statutory lien for unpaid fines. No remedies herein provided or available at law or in equity shall be deemed exclusive of any other remedy. All expenses of the Association in connection with any such action or proceedings, including court costs and reasonable attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of an Owner's respective share of the Assessments, Charges and Penalties (to the same extent as the lien provided herein for unpaid Assessments, Charges and Penalties). Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or its Board of Directors.

Section 2. The failure to enforce any right, provision, covenant or condition which may be granted by this Declaration, the By-Laws or the rules and regulations of the Association, shall not constitute a waiver of the continuing right to enforce such provisions, covenants or conditions in the future, irrespective of the number of violations, defaults or breaches which may occur.

Section 3. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the By-Laws or rules and regulations of the Association, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the Association from thus exercising the same or from exercising such other and additional rights, remedies or privileges as may be granted to the Association at law or in equity.

Section 4. In any conflict between this Declaration and the By-Laws of the Association, and the rules and regulations of the Association, the Declaration shall take precedence. The By-Laws shall take precedence over the rules and regulations of the Association.

Article X Easements

Section 1. Police, fire, health and other municipal officials, employees and vehicles shall have the right of ingress over and across the Property for performance of official duties.

Section 2. Any party for whose benefit easements are granted pursuant to the terms hereof shall have the right to do whatever may be required for the enjoyment of the easement rights herein granted.

Section 3. All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, successors, personal representatives, or assigns, perpetually and in full force and effect.

Section 4. Notwithstanding any provision herein to the contrary, the easements in this Article X of this Declaration shall be subject to:

- A. the right of the Board of Directors to execute all documents and do all other acts and things affecting the Property which, in the Board of Directors' opinion, are desirable in connection with Declarant's rights hereunder, provided any such document, act or thing is not inconsistent with the property rights of any Lot Owner or of the Association; and
- B. easements of record on the date hereof any easements which may hereafter be granted by the Board of Directors to any public utility or governmental bodies for the installation and maintenance of electrical, telephone, and cable television conduit and lines, gas pipes, or any other utility services serving any Lot.

Article XI Insurance

Section 1. The Association through the Board of Directors shall have the authority to obtain: comprehensive general liability insurance, including coverage for liability for injuries to and death of persons, and property damage; property coverage to protect the Association for damages to Common Improvements; Worker's Compensation and employer's liability coverage; automobile liability; director's and officer's liability; excess liability; and such other insurance as the Board so determines is necessary for the common protection of the Association and its Members. The limits and deductibles shall be as determined by the Board and shall be based on the current customary practices.

Said insurance shall cover: the Association, the Members, the Board of Directors, the Officers, and their respective employees and agents, from liability in connection with the Association's business; the maintained Common Improvements; and insure the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities and good faith error of judgment. Such insurance coverage may include cross liability claims of one or more insured parties against other insured parties. The premiums for

such insurance shall be common expenses and shall be included in the Annual Assessment Budget and paid through Annual Assessments or Special Assessments.

Section 2. Any insurance proceeds received in the event of damage to property shall be applied as determined by the Board of Directors first to repair and restore the losses incurred, and then any excess insurance proceeds or settlements to be applied to the Reserves of the Association.

Section 3. The Association shall purchase a fidelity bond or bonds, in amount(s) it deems appropriate, to protect the Association against the dishonest acts on the part of the Officers, Directors and employees of the Association, but not less than the full amount of the Association's collective funds, including any reserve funds. The Association shall require that the management firm or agent also be covered by such a bond.

Section 4. Upon the cancellation of any policy of insurance which the Association obtains, the Board of Directors shall:

- A. substitute the coverage with another carrier, if it deems appropriate, or
- B. notify the Owners, and others covered under said policies, of the cancellation and the non substitution of the coverage.

Section 5. Each Owner shall be responsible for his/her own property and liability insurance coverage for his/her own Lot, the improvements thereon and the contents therein.

Section 6. The Board of Directors shall obtain certificates of insurance from all contractors performing work at the Property for the Association or for the Owners, when contracted by the Association; with appropriate coverages including: General Liability, Worker's Compensation and Employer's Liability, and Automobile Liability. The Association shall be an additional insured with regards to liability and be a certificate holder.

Article XII General Provisions

Section 1. Notices provided for in this Declaration or the By-Laws shall be in writing and shall be addressed to the Association at such address as may from time to time be designated by the President of the Board.

Each Lot Owner shall file a current mailing address with the Association and shall notify the Association promptly in writing of any subsequent change of address. The Association shall maintain a file of such addresses which shall be made available to any Lot Owner upon request to be used for Association purposes only.

A written or printed notice, deposited in the mail, postage prepaid, and addressed to any Owner at the last address filed by such Owner with the Association shall be sufficient and proper notice to such Owner whenever notices are required or permitted in this Declaration. Unless the Owner has submitted written authorization that email notification is a sufficient substitute for mail or

delivery notification, emails are not recognized as sufficient and proper notice. From time to time, at an Annual Meeting of the Association, the Membership may elect to designate an alternative form or alternative forms of notice to the Owners.

Section 2. If any provision of the Declaration or By-Laws is deemed to violate the rule against perpetuities or any other rule, statute or law imposing time limitations, then such provisions shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Barack Hussein Obama, President of the United States of America, plus twenty-one (21) years thereafter.

Section 3. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of development.

Section 4. In the event title to any Lot ownership is conveyed to a land trust or other title-holding trust ("Trust"), under the terms of which all powers of management, operation and control of the Lot remain vested in the Trust's beneficiaries thereunder, then the trust estate under such Trust and the beneficiaries thereunder, from time to time, shall be liable for payment of any and all obligations, liens or indebtedness or for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against the trustee, of any such Trust, personally for payment of any claim, lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or apply sequestered funds or Trust property, in whole or in part, against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the Lot and the Lot ownership notwithstanding any transfers of beneficial interest of any such Trust or any transfer in the title to such real estate or any change in Lot ownership.

Section 5. The article captions are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

Section 6. The Association and the Village of Kildeer have the separate right to enforce by a proceeding at law or in equity, including an action for specific performance, any and all covenants, conditions, easements, restrictions or liens now or hereafter imposed by the provisions of this Declaration, provided, however, the Declarant and the Village of Kildeer shall not be obligated to execute that right.

Section 7. The invalidity or unenforceability of any provision of this Declaration or of the By-Laws by legislation, judicial decision, or any other reason, shall in no way affect the validity or enforceability of the remaining provisions of this Declaration or the By-Laws. The provisions of this Declaration and the By-Laws are declared to be severable and the remaining valid enforceable provisions shall continue in full force and effect.

Section 8. This Declaration shall be construed and enforced pursuant to the laws of the State of Illinois.

Section 9. No amendments may be made to this document without the prior written approval of the Village of Kildeer, which approval shall not be unreasonably withheld. Other Amendments

by the Association 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:

- A. the Amendment signed by the then current Owners of record of not less than forty-seven (47) of the Lots at the Property, and
- B. a recordable certificate from a title guaranty company doing business in Lake County, Illinois, confirming the record ownership of said Lots.

Upon and after the effective date of any said recording, said Amendment shall be binding upon the Lots at the Property and upon all persons or entities having ownership of the Lots at the Property and shall run with the land.

Article XIII Rights of First Mortgage Holders

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any holder of a first mortgage lien of record ("Holder") on any Lot at the Property:

Section 1. The Associate shall, if so requested in writing by any Holder, give written notification as follows:

- A. Notice of any default of the respective Owner if such default is not cured within sixty (60) days, and
- B. Five (5) business days prior written notice of any Annual or Special Meetings of the Association (the Holder may designate a representative to attend any such meeting). The request by a Holder for any or all of the above notices shall be directed to the Secretary of the Association. Unless cancelled by the Holder, said notices shall continue for a period of five (5) years. The Holder may renew its request for notices from the Association. The notices shall automatically be discontinued when the Association's records indicate a change in Ownership for the respective Lot.

Section 2. Any Holder shall have the right, upon ten (10) business days notice, to examine any and all books and records of the Association during a time convenient to the Treasurer of the Association, and shall be entitled to receive, at its request, a copy of the current financial statements of the Association. The Association may charge the Holder for the Association's out-of-pocket direct expenses for the submission to the Holder of the requested financial statements.

Section 3. Nothing in this Declaration, the By-Laws or the Articles of Incorporation for the Association shall be construed in such manner to invalidate a first mortgage lien holder's rights (or the rights of a holder of an equivalent security interest) to priority with respect to any insurance proceeds distributable to an Owner or any award or proceeds of a condemnation or eminent domain proceeding or settlement.

Article XIV
Rights of Lot Owners

The covenants and restrictions herein contained shall run with and be binding upon all the Lots and shall be binding upon all persons owing, leasing, subleasing or occupying any such Lot, their heirs, executors, administrators, personal representatives, successors and assigns. If any person, firm, association, partnership, trust or corporation violate or attempt to violate any of the covenants or restrictions herein, then any person, firm, association, partnership or assigns who is the record Owner of a Lot shall have the right to proceedings at law or in equity against such person, firm, association, partnership, trust or corporation violating or attempting to violate the covenants and restrictions herein for the purpose of either preventing such violations from occurring or for the purpose of recovering damages.

TALL OAKS OWNERS ASSOCIATION

BY-LAWS OF THE TALL OAKS OWNERS' ASSOCIATION

ARTICLE I NAME AND LOCATION

The name of the Corporation is Tall Oaks Owners Association, hereinafter referred to as "Association". The principal office of the Association shall be located at the designation assigned by the Board of Directors subsequent to the adoption of these bylaws, and the meetings of the Members and Directors may be held at such places within the State of Illinois, County of Lake, as may be designated by the Directors.

ARTICLE II MEMBERS

SECTION 1 - MEMBERSHIP. Each owner of any Lot shall automatically become and be a Member of the Association so long as such Owner continues to be an owner of any Lot or any portion thereof. On termination of the interest of any Owner in any particular portion of the Property, his Membership shall thereupon automatically terminate, transfer and inure to the new Owner succeeding such Owner in interest.

SECTION 2 - VOTING. All Lot Owners within the Property shall be entitled to one vote for each Lot owned. In the event any Member transfers a part but not all of his property encompassed by this Declaration, then each owner of any portion of such transferred property shall be a Member, whose rights and obligations under this Declaration shall be determined in proportion to said owners' interest in said Property. If title is vested in more than one individual, they shall designate a voting Member in order to be entitled to any vote at any meeting. If title is vested in a land trust, the beneficiaries of the land trust shall be considered to be the owners.

SECTION 3 - ANNUAL AND REGULAR MEETINGS.

Annual meetings of the Members shall be held on annually at the hour of 7:30 p.m., or as otherwise determined by the Board of Directors.

Meetings of the Board of the Association shall be open to any Unit Owner, except for the portion of any meeting held:(a) to discuss litigation when an action against or on behalf of the particular Association has been filed and is pending in a court or administrative tribunal, or when the Board of the Association finds that such an action is probable or imminent;(b) to consider information regarding appointment, employment or dismissal of an employee, or, (c) to discuss violations of rules and regulations of the Association or unpaid common expenses owed to the association. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner.

SECTION 4 - SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President or any Director upon written request of any Members.

SECTION 5 - NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member addressed to the Member's address last appearing on the books of the Association or supplied by such Members of the Association for the purpose of notice, or as otherwise provided by the Declaration. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of said meeting. Unless the Owner has submitted written authorization that email notification is a sufficient substitute for mail or delivery notification, emails are not recognized as sufficient and proper notice.

SECTION 6 - QUORUM. The presence at a meeting of Members holding title to not less than twelve (12) of the subdivided Lots in number described in the plat or plats of subdivision for Tall Oaks shall constitute a quorum. If, however, such a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice, other than announcement of the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 7 - PROXIES. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by any such Member of his interest in the real estate described in the Declaration.

SECTION 8 - PLACE OF MEETING. All meetings shall be held at such place as may be designated in the notice of such meeting in Lake County, State of Illinois.

ARTICLE III DIRECTORS

SECTION 1 - NUMBER. Three (3) Directors shall manage the affairs of this Association; the Members in accordance with the voting rights will elect the Directors as set forth in Article II. The number of Directors may be increased at any time to a number not to exceed seven (7).

SECTION 2 - QUALIFICATIONS OF DIRECTORS. No person shall be elected a Director of the Association unless such person is:

- a. An actual and bona-fide resident of Tall Oaks, residing there not less than six (6) months in each calendar year or an individual lot owner who plans on building a personal residence for their own use on a Tall Oaks lot.
- b. Is eighteen (18) years of age or older and is under no legal disability;

- c. Is a Member of the Association as that term is used in the Declaration;
- d. Is not an officer, director, shareholder, servant, agent or employee of any firm or institution with whom the Association has a contractual arrangement or with whom the Association is otherwise doing business.

In the event that any Director duly elected fails to continuously meet the criteria above enumerated in subsections "a" through "d", such person shall thereafter be disqualified from further service as a Director and removal procedures (as outlined in Section 4 below) shall not be necessary, and a new Director will be selected to fill the vacancy so created as is hereafter provided.

SECTION 3 - TERM OF OFFICE. A Director shall be elected for a three (3) year term or to fill the remaining term of a previously elected Director. Directors may be reelected or reappointed to successive terms.

SECTION 4 - REMOVAL. Except as provided in Section 2 above, any Director may be removed from the Board with or without cause by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the remaining term of his predecessor.

SECTION 5 - COMPENSATION. No Director shall receive compensation for any service he may render the Association, however, any Director may be reimbursed for his actual and reasonable expenses incurred in the performance of his duties.

SECTION 6 - ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could otherwise take by: obtaining the unanimous written approval of the other Directors; or by teleconference of a quorum of the Directors of which teleconference minutes shall be kept by the secretary. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IV POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1 - POWERS. The Board of Directors shall have the power to:

- a. Exercise for the Association all powers, duties and authority vested in or delegated to his Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.
- b. Employ a manager or an independent contractor or such other employees they deem necessary, and to prescribe their duties.
- c. Enforce each and every covenant contained in the aforesaid Declaration and collect costs and expenses incurred in connection therewith.

- d. Maintain bank accounts and enter into contracts on behalf of the Association for association purposes.
- e. Do any and all things necessary or desirable for the promotion, maintenance and development of Tall Oaks.

SECTION 2 - DUTIES. It shall be the duty of the Board of Directors to:

- a. Supervise all officers, agents and employees of the Association to see that their duties are properly performed.
- b. As more fully provided in the Declaration, to fix the amount of any assessments, send written notice of assessments to every owner subject thereto, and to file, record and/or foreclose the lien against any property for which assessments are not paid.
- c. Enforce and comply with the provisions of the Declaration.

ARTICLE V OFFICERS AND THEIR DUTIES

SECTION 1 - ENUMERATION OF OFFICERS. The officers of the Association shall be a President, Secretary and Treasurer, and who shall be elected by the Board of Directors, to hold office until removed by said Board. An officer can hold more than one (1) office simultaneously except the President shall not hold any other office simultaneously.

SECTION 2 - METHOD OF ELECTION. The Board of Directors shall elect all officers for a term of one year, the President being elected from among the Members of the Board of Directors. A majority of a quorum present shall be necessary to constitute an election. The Board of Directors may reappoint officers to successive terms.

SECTION 3 - DUTIES OF OFFICERS. The duties and powers of the officers of the Corporation shall be as follows:

- a. **PRESIDENT.** The President shall preside at the meetings of the Corporation and of the Board of Directors, and shall be a member ex officio, with right to vote, of all committees except the Nominating Committee. He shall also, at the annual meeting of the Corporation and such other times as he deems proper, communicate to the Corporation or to the Board of Directors such matters and make such suggestions as may in his opinion tend to promote the prosperity and welfare and increase the usefulness of the Corporation and shall perform such other duties as are necessarily or customarily incident to the office of the President.

- b. SECRETARY. It shall be the duty of the Secretary to give notice of and attend all meetings of the Corporation and its several divisions and all committees and keep a record of their doings; to conduct all correspondence and to carry into execution all orders, votes, and resolutions not otherwise committed; to keep a list of the Members of the Corporation; to collect the fees, annual dues, and subscriptions and pay them over to the Treasurer; to notify the officers and Members of the Corporation of their election; to notify Members of their appointment on committees; to furnish the Chairman of each committee with a copy of the vote under which the committee is appointed, and at his request give notice of the meetings of the committee; to prepare, under the direction of the Board of Directors, an annual report of the transactions and condition of the Corporation, and generally to devote his best efforts to forwarding the business and advancing the interests of the Corporation.
- c. TREASURER. The Treasurer shall keep an account of all moneys received and expended for the use of the Corporation, and shall make disbursements utilizing standard accounting practices. He shall deposit all sums received in a state chartered or national bank, or banks, and make a report at the annual meeting or when called upon by the President. Funds may be drawn only upon the signature of the Treasurer. The Treasurer shall annually supply to all unit owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

The funds, books and vouchers in his hands shall at all times be under the supervision of the Board of Directors and subject to its inspection and control. At the expiration of his term of office, he shall deliver over to his successor all books, moneys, and other property, or, in the absence OF a treasurer-elect, to the President.

The same person may hold the office of Secretary and Treasurer.

SECTION 4 - BOND OF TREASURER. The Treasurer shall, if required by the Board of Directors, give to the Corporation such security for the faithful discharge of his duties as the Board may direct.

SECTION 5 - VACANCIES. All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specially called for that purpose. A vacancy shall only be filled for the remaining portion of the term and shall be pursuant to "Section 2 - Method of Election" above.

ARTICLE VI COMMITTEES

SECTION 1 - COMMITTEE ON NOMINATIONS. Prior to the annual meeting, the Board of Directors shall appoint a Nominating Committee of two members whose duty it shall be to nominate candidates for Directors to be elected at the next annual election. They shall notify the Secretary in writing, at least twenty (20) business days before the date of the annual meeting, of the names of such candidates, and the Secretary, except as herein otherwise provided, shall mail a copy thereof to the last recorded address of each Member simultaneously with the notice of the meeting. Unless the Owner has submitted written authorization that email notification is a sufficient substitute for mail or delivery notification, emails are not recognized as sufficient and proper notice.

SECTION 2 - INDEPENDENT NOMINATIONS. Nominations for Directors may also be made, endorsed with the names of not less than five (5) Members of the Association, provided such nominations are forwarded to the Secretary at least five (5) business days prior to the annual meeting of the Corporation for immediate transmittal by him to the Members.

SECTION 3 - STANDING COMMITTEES. The Board of Directors shall, during the month of December of each year, appoint the members of each standing committee to serve during the year next succeeding. In the absence of such appointment, the current members of each standing committee shall continue in office.

SECTION 4 - SPECIAL COMMITTEES. The President may, at any time, appoint other committees on any subject for which there are no standing committees.

SECTION 5 - COMMITTEE QUORUM. A majority of any committee of the Corporation shall constitute a quorum for the transaction of business, unless any committee shall by a majority vote of its entire membership decide otherwise.

SECTION 6 - COMMITTEE VACANCIES. The President shall have the power to fill vacancies in the membership of any of the various committees.

ARTICLE VII AMENDMENTS

These By-Laws may be amended, repealed, or altered in whole or in part by a majority vote at any duly organized meeting of the Corporation. The proposed change shall be mailed to the last recorded address of each Member at least ten (10) business days before the time of the meeting, which is to consider the change.

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.

Lot	Pin	Commonly known as (for informational purposes only)
1	14-26-105-001	21963 N Tall Oaks Dr Killdeer, IL 60047
2	14-26-105-002	21927 N Tall Oaks Dr Killdeer, IL 60047
3	14-26-105-003	21891 N Tall Oaks Dr Killdeer, IL 60047
4	14-26-105-004	21847 N Tall Oaks Dr Killdeer, IL 60047
5	14-26-105-005	21813 N Tall Oaks Dr Killdeer, IL 60047
6	14-26-105-006	21791 N Tall Oaks Dr Killdeer, IL 60047
7	14-26-105-007	21765 N Tall Oaks Dr Killdeer, IL 60047
8	14-26-105-008	21741 N Tall Oaks Dr Killdeer, IL 60047
9	14-26-105-009	21715 N Tall Oaks Dr Killdeer, IL 60047
10	14-26-105-010	21693 N Tall Oaks Dr Killdeer, IL 60047
11	14-26-105-045	21682 N Tall Oaks Dr Killdeer, IL 60047
12	14-26-105-044	21702 N Tall Oaks Dr Killdeer, IL 60047
13	14-26-105-043	21863 N Tall Oaks Ct Killdeer, IL 60047
14	14-26-105-042	21893 N Tall Oaks Ct Killdeer, IL 60047
15	14-26-105-041	21925 N Tall Oaks Ct Killdeer, IL 60047
16	14-26-105-040	21961 N Tall Oaks Ct Killdeer, IL 60047
17	14-26-105-036	21962 N Tall Oaks Ct Killdeer, IL 60047
18	14-26-105-037	21928 N Tall Oaks Ct Killdeer, IL 60047
19	14-26-105-038	21894 N Tall Oaks Ct Killdeer, IL 60047
20	14-26-105-039	21866 N Tall Oaks Ct Killdeer, IL 60047
21	14-26-105-035	21878 N Tall Oaks Dr Killdeer, IL 60047
22	14-26-105-034	21908 N Tall Oaks Dr Killdeer, IL 60047
23	14-26-105-033	21936 N Tall Oaks Dr Killdeer, IL 60047
24	14-26-105-032	21966 N Tall Oaks Dr Killdeer, IL 60047
25	14-26-105-015	20832 W High Ridge Dr Killdeer, IL 60047
26	14-26-105-014	20876 W High Ridge Dr Killdeer, IL 60047
27	14-26-105-013	20918 W High Ridge Dr Killdeer, IL 60047
28	14-26-105-012	20936 W High Ridge Dr Killdeer, IL 60047
29	14-26-105-016	20948 W High Ridge Dr Killdeer, IL 60047
30	14-26-105-017	20923 W High Ridge Dr Killdeer, IL 60047
31	14-26-105-018	20905 W High Ridge Dr Killdeer, IL 60047
32	14-26-105-019	20875 W High Ridge Dr Killdeer, IL 60047
33	14-26-105-020	20843 W High Ridge Dr Killdeer, IL 60047
34	14-26-105-021	20817 W High Ridge Dr Killdeer, IL 60047

Lot	Pin	Commonly known as (for informational purposes only)
35	14-26-105-022	20793 W High Ridge Dr Killdeer, IL 60047
36	14-26-105-023	20769 W High Ridge Dr Killdeer, IL 60047
37	14-26-105-024	20743 W High Ridge Dr Killdeer, IL 60047
38	14-26-105-025	20717 W High Ridge Dr Killdeer, IL 60047
39	14-26-105-026	20691 W High Ridge Dr Killdeer, IL 60047
40	14-26-105-027	20665 W High Ridge Dr Killdeer, IL 60047
41	14-26-105-028	20639 W High Ridge Dr Killdeer, IL 60047
42	14-26-105-029	20611 W High Ridge Dr Killdeer, IL 60047
43	14-26-105-030	20585 W High Ridge Dr Killdeer, IL 60047
44	14-26-105-031	20573 W High Ridge Dr Killdeer, IL 60047
45	14-26-105-073	20570 W High Ridge Dr Killdeer, IL 60047
46	14-26-105-072	20580 W High Ridge Dr Killdeer, IL 60047
47	14-26-105-071	20596 W High Ridge Dr Killdeer, IL 60047
48	14-26-105-070	21577 N Tiffany Ct Killdeer, IL 60047
49	14-26-105-069	21605 N Tiffany Ct Killdeer, IL 60047
50	14-26-105-068	21620 N Tiffany Ct Killdeer, IL 60047
51	14-26-105-067	21628 N Tiffany Ct Killdeer, IL 60047
52	14-26-105-066	21616 N Tiffany Ct Killdeer, IL 60047
53	14-26-105-065	21592 N Tiffany Ct Killdeer, IL 60047
54	14-26-105-064	20712 W High Ridge Dr Killdeer, IL 60047
55	14-26-105-063	20742 W High Ridge Dr Killdeer, IL 60047
56	14-26-105-062	20776 W High Ridge Dr Killdeer, IL 60047
57	14-26-105-054	20743 W Lakeridge Ct Killdeer, IL 60047
58	14-26-105-055	20719 W Lakeridge Ct Killdeer, IL 60047
59	14-26-105-056	20689 W Lakeridge Ct Killdeer, IL 60047
60	14-26-105-057	20655 W Lakeridge Ct Killdeer, IL 60047
61	14-26-105-058	20629 W Lakeridge Ct Killdeer, IL 60047
62	14-26-105-059	20603 W Lakeridge Ct Killdeer, IL 60047
63	14-26-105-060	20571 W Lakeridge Ct Killdeer, IL 60047
64	14-26-105-061	20535 W Lakeridge Ct Killdeer, IL 60047
65	14-26-105-053	20540 W Lakeridge Ct Killdeer, IL 60047
66	14-26-105-052	20582 W Lakeridge Ct Killdeer, IL 60047
67	14-26-105-051	20622 W Lakeridge Ct Killdeer, IL 60047
68	14-26-105-050	20658 W Lakeridge Ct Killdeer, IL 60047
69	14-26-105-049	20648 W Lakeridge Ct Killdeer, IL 60047
70	14-26-105-048	20704 W Lakeridge Ct Killdeer, IL 60047
71	14-26-105-047	20746 W Lakeridge Ct Killdeer, IL 60047
A	14-26-105-011	Vacant Killdeer, IL 60047
B	14-26-105-046	Vacant Killdeer, IL 60047

EXHIBIT B

EXHIBIT B TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALL OAKS OF KILDEER, ILLINOIS

Conservation Easement Provision

Parcels A & B and those areas designated as natural Areas as depicted on the Plat of Subdivision for Tall Oaks shall be subject to the Village of Kildeer's Natural Areas Management Ordinance, and these Covenants, and shall be governed and maintained per the Open Space Management Plan as submitted to and approved by the Village of Kildeer. Only those portions of the Conservancy Areas designated on the engineering plans submitted to and approved by the Village of Kildeer shall be graded and shaped. All other portions of areas designated as Conservancy Area shall remain in their natural, undisturbed condition or shall be replanted and/or managed as defined in the wetland mitigation plans approved by the Army Corps of Engineers and the Village of Kildeer, and/or the approved Open Space Management Plan. Subsequent to initial construction as approved in the Engineering and Landscaping plans related to infrastructure improvements and except as required to implement the Management Plan, or with the prior consent of the Village, the following actions are prohibited in the Conservancy Areas:

- i.) Filling and dredging;
- ii.) Dumping of ashes, garbage or other unsightly or offensive material;
- iii.) Buildings or structures, except for the sanitary sewer lift station, playground equipment and park shelter on Parcel A;
- iv.) Removal or destruction of trees or plants;
- v.) Mowing, draining, plowing, mining and the removal of topsoil, sand, rock, gravel, minerals or other material;
- vi.) Operation of motorized vehicles;
- vii.) Active recreation activities, other than in the playground area;
- viii.) Grazing or keeping of livestock;
- ix.) Placement of overhead utility lines; and
- x.) Modifications to the hydrology that would allow more water onto, or drain water away from the natural area;
- xi.) Impact to areas designated as wetlands; and
- xii.) Sodding or seeding with non-native grasses.

Parcels A & B and those areas designated as Natural Areas as depicted on the Plat of Subdivision shall be managed by the Tall Oaks Owners Association or if they fail to do so by the Village of Kildeer or any other government entity with jurisdiction with the cost charged back to the Tall Oaks Owners Association, as provided in these Covenants.

EXHIBIT C

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, HOWARD KOSICK, do hereby certify that I am the duly elected and qualified Secretary for the Tall Oaks of Kildeer Homeowners 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 of Kildeer Homeowners Association, was duly approved by forty-seven (47) of the Lots, in accordance with the provisions of Article XII, Section 9 of the Declaration.


Secretary

Dated at Kildeer, Illinois this
28 day of October, 2011.

750 West Lake Cook Road | Suite 350
Buffalo Grove | Illinois 60089
T 847.537.0500 | F 847.537.0550

33 North Dearborn Street | Suite 1910
Chicago | Illinois 60602
T 312.372.3227 | F 312.372.4646



1220 Iroquois Avenue | Suite 100
Naperville | Illinois 60563
T 630.717.6100 | F 630.548.5568

209 Eighth Street
Racine | Wisconsin 53403
T 262.634.6750 | F 847.537.0550

October 27, 2011

Michael Talbett, Village Manager
Village of Kildeer
21911 Quentin Road
Kildeer, IL 60047

Reply to: Buffalo Grove
T 847.777.7252
F 847.777.7366
rshpritz@ksnlaw.com

Re: Tall Oaks of Kildeer Homeowners Association

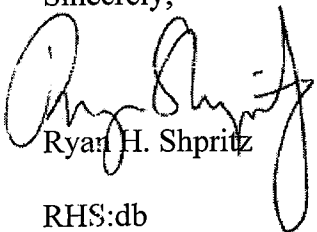
Dear Mr. Talbett:

As the attorneys for the Tall Oaks of Kildeer Homeowners Association, we are writing on behalf of the Board of Directors concerning the recently approved Amended and Restated Declaration and By-Laws for the Tall Oaks of Kildeer Homeowners Association. The Association approved the Declaration through its Owners' vote and in compliance with Article XII, Section 9 of the Declaration, whereby, at least 47 of the Lots of the Owners approved the change to their Amendment. However, Section 9 further provides, "No amendments may be made to this document without the prior written approval of the Village of Kildeer."

Enclosed for your review is a copy of the Amended and Restated Declaration and By-Laws, as approved by the Owners. The final step prior to recording is to obtain the Village of Kildeer's approval pursuant to the Association's covenants. Please acknowledge by a signature below that the Village of Kildeer hereby approves the Amended and Restated Declaration as submitted.

If you should have any questions regarding this matter, please feel free to contact the undersigned at your earliest convenience.

Sincerely,



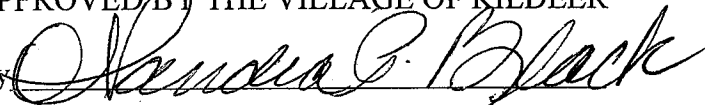
Ryan H. Shpritz

RHS:db

Enc.

cc: Board of Directors

APPROVED BY THE VILLAGE OF KILDEER

By 

Its PRESIDENT

Dated NOVEMBER 15, 2011