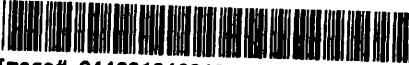


**AMENDMENT TO THE
DECLARATION OF
CONDOMINIUM
OWNERSHIP, AND OF
EASEMENTS
RESTRICTIONS,
COVENANTS AND BY-
LAWS FOR HIDDEN
LAKE VILLAGE
CONDOMINIUM
ASSOCIATION**


Image# 044891910312 Type: CNA
Recorded: 05/05/2009 at 12:55:27 PM
Receipt#: 2009-00021428
Total Amt: \$347.00 Page 1 of 312
IL Rental Housing Fund: \$10.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder
File **6469141**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Condominium Ownership, and of Easements, Restrictions, Covenants and By-Laws (hereafter the "Declaration") for Hidden Lake Village Condominium Association, (hereafter the "Association"), which Declaration was recorded as Document Number 2207230 in the Office of the Recorder of Deeds of Lake County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, pursuant to Article 13, Section 13.07 of the Declaration, the provisions of the Condominium Instruments may be amended by an instrument in writing setting forth such amendment upon approval by vote of at least seventy five percent (75 %) of the total vote of the Unit Owners at a meeting called for that purpose, signed and acknowledged by the Board of the Association and containing an affidavit by the Secretary of the Board certifying that a copy of the amendment has been mailed by certified mail to all First Mortgagees having bona fide liens of record against any Unit; and

WHEREAS, said instrument has been signed and acknowledged by the Board; and

WHEREAS, an affidavit signed by the Secretary of the Association is attached hereto as Exhibit B certifying that said instrument has been approved by least seventy five percent (75%) of the total vote of the Unit Owners at a meeting called for that purpose; and

This document prepared by and after
recording to be returned to:
JOHN H. BICKLEY, III
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

WHEREAS, an affidavit signed
by the Secretary of the Association is

312 *gt*

attached hereto as Exhibit C certifying that said instrument has been mailed by certified mail return receipt requested to all of the First Mortgagees of record against any unit of the Association; and

WHEREAS, the effective date of the Amendment shall be the date of recordation; and

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

1. **Article VII Section (n)-Modify this section as follows:**

"(n) With the exception of a lender in possession of a unit following a default on the first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no owner shall be permitted to lease his unit for transient or hotel purposes. Any lease of the unit for less than one year shall be deemed to be a lease for transient or hotel purposes. ~~Owners shall be permitted to lease their unit, but not less than the entire unit, on such terms and conditions as the owners may deem advisable, and all such leases shall be in writing. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with the terms of this Declaration shall be a default under the lease.~~"

2. **Replace the deleted provisions above with the following:**

Notwithstanding any foregoing provisions of this Declaration to the contrary, with the exception of Paragraph (b) immediate family members and Paragraph (c) hardship situations, no unit may be leased unless and until the owner has resided in the unit for a period of at least one year immediately prior to the commencement of the lease. The aforesaid one year period must have commenced prior to the effective date of this amendment. In addition, upon transfer of ownership of the Unit, the Unit shall no longer be leased and shall be owner-occupied.

(a) The term "leasing of units" includes a transaction where the title holder of a unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, a "lease" shall include any transaction wherein possession of a unit is provided prior to transfer of title.

(b) Occupancy of a Unit by a Family Member(s) of a Unit Owner is permitted, and shall not constitute a lease as defined under this Amendment, even if there is no written memorandum or agreement executed by the parties. Family Member shall be defined as parent(s), grandparent(s), child(ren), grandchild(ren) and spouse of the Unit Owner. Unit Owner must provide Board of Directors with names and relationship of all family members occupying a unit along with proof of the family relationship within thirty (30) days upon request by the Board or Management Company.

(c) Hardship: If a hardship, as determined by the Board of Directors, exists, the Unit Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:

(i) The Unit Owner must submit a request in writing to the Board of Directors requesting a six (6) month hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(ii) If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds that a reasonable hardship exists, the Board may grant a waiver for a minimum of one (1) year. Any lease entered into shall be in writing and for a period of at least one (1) year and no more than two (2) years. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Declaration, Bylaws and the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final.

(iii) Copies of all leases and executed riders must be submitted to the Board ten (10) days prior to occupancy.

(iv) All tenants shall acknowledge in writing that they have received copies of the Declaration, Bylaws and Rules and Regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

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

(d) The provisions of the Act, the Declaration, By-Laws, other condominium instruments and Rules and Regulations that relate to the use of the individual Unit or the Common Elements (Governing Documents) shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant shall violate any provision set forth herein, in the Governing Documents or Condominium Property Act (Act), said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(e) All Owners and tenants, including blood relatives, must comply with the provisions contained in the Crime Free Leasing Resolution and Addendum, as duly adopted by the Board of Directors and as may be from time to time amended by Resolution of the Board of Directors, and that is attached hereto as Exhibit "D" and incorporated herein.

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

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

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

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

(i) Notwithstanding anything herein to the contrary with the exception of Paragraph (b) immediate family members and Paragraph (c) hardship situations, no unit may be leased unless and until the owner has resided in the unit for a period of at least one year. The aforesaid one year period must have commenced prior to the effective date of this amendment. In addition, no lease shall be longer than two (2) years and upon transfer of ownership of the Unit, the Unit shall no longer be leased and shall be owner-occupied.

(k) Notwithstanding anything herein to the contrary, no Unit may be subleased.

(l) Notwithstanding anything herein to the contrary, copies of all leases and paperwork required under the Crime-Free Leasing Resolution and Addendum shall be submitted to the Board at least ten (10) days prior to occupancy.

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

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

APPROVED THIS 12th DAY OF March, ~~2008~~ 2009

Hidden Lake Village Condominium Association

By: Daniel A. Krasky
Its President

By: Lamiet F. Fuester

By: Margaret G. Grier
Director

By: Eric R. K.

By: Carrie Pearlman Its Secretary Director
By: _____ Director
ATTEST
By: Carrie T. Fiedler Its Secretary

EXHIBIT A
LEGAL DESCRIPTION

Hidden Lake Village Condominium Association

Legal: Lots 1, 3, 4 And 5 In Hidden Lake Village Phase I, Being A Subdivision Of Part Of The Southwest Quarter Of Section 28, Township 43 North, Range 11 East Of The Third Principal Meridian According To The Plat Thereof Recorded October 1, 1982 As Document No. 2179441, In Lake County, Illinois, Excepting That Portion Of Lot 1 Described As Follows:

Beginning At The Northeast Corner Of Said Lot 1; Thence South 00 Degrees 02 Minutes 06 Seconds East Along The East Line Of Said Lot 1, Being Also The East Line Of The West 10 Acres Of The Southeast Quarter Of The Southwest Quarter Of Said Section 28, A Distance Of 358.84 Feet; Thence South 86 Degrees 58 Minutes 00 Seconds West Along The Northerly Line Of Exception To Blanket Easement No. 8 And Its Easterly Prolongation 205.21 Feet To The Northwest Corner Of Said Exception To Blanket Easement No.8; Thence South 71 Degrees 55 Minutes 08 Seconds West 40.19 Feet To The Northeast Corner Of Exception To Blanket Easement No. 7; Thence South 72 Degrees 12 Minutes 00 Seconds West Along The Northerly Line Of Said Exception To Blanket Easement No.7, 60.22 Feet; Thence North 21 Degrees 17 Minutes 00 Seconds West Along The Easterly Line Of Exception To Blanket Easement No. 6 And Its Southerly And Northerly Prolongations, 185.83 Feet To A Point On A Curve, Being The Southerly Line Of A Public Roadway Heretofore Dedicated As Morningside Lane East; Thence The Following Eleven (11) Courses And/Or Distances Along The Southerly, Easterly And Northerly Line Of Said Morningside Lane East: 1) Easterly Along The Arc Of A Curve Concave To The South, Having A Radius Of 156.50 Feet, Having A Chord Bearing Of South 13 Degrees 18 Minutes 16 Seconds East For A Distance Of 34.44 Feet To A Point Of Reverse Curvature; 2) Thence Easterly Along The Arc Of A Curve Concave To The North, Having A Radius Of 164.30 Feet, Having A Chord Bearing Of South 78 Degrees 00 Minutes 00 Seconds East For A Distance Of 63.09 Feet To A Point Of Tangency; 3) South 89 Degrees 00 Minutes 00 Seconds East 99.91 Feet To A Point Of Curvature; 4) Thence Easterly And Northerly Along The Arc Of A Curve Concave To The Northwest, Having A Radius Of 44.0 Feet, Having A Chord Bearing Of North 35 Degrees 30 Minutes 30 Seconds East For A Distance Of 85.23 Feet To A Point Of Tangency; 5) Thence North 19 Degrees 59 Minutes 00 Seconds West 38.95 Feet To A Point Of Curvature; 6) Thence Northerly, Westerly And Southerly Along The Arc Of A Curve Concave To The South, Having A Radius Of 44.0 Feet, Having A Chord Bearing Of South 88 Degrees 13 Minutes 30 Seconds West For A Distance Of 110.26 Feet To A Point Of Tangency; 7) Thence South 16 Degrees 26 Minutes 00 Seconds West 48.47 Feet To A Point Of Curvature; 8) Thence Southerly And Westerly Along The Arc Of A Curve Concave To The Northwest, Having A Radius Of 25.0 Feet, Having A Chord Bearing Of South 53 Degrees Minutes 43 Minutes 00 Seconds West For A Distance Of 32.54 Feet To A Point Of Tangency; 9) Thence North 89 Degrees 00 Minutes 00 Seconds West 6.56 Feet To A Point Of Curvature; 10) Thence Westerly Along The Arc Of A Curve Concave To The North, Having A Radius Of 137.30 Feet, Having A Chord Bearing Of North 78 Degrees 00 Minutes 00 Seconds West For A Distance Of 52.72 Feet To A Point Of Reverse Curvature; 11) Thence Westerly Along The Arc Of A Curve Concave To The South, Having A Radius Of 183.50 Feet, Having A Chord Bearing Of North 73 Degrees 16 Minutes 58 Seconds West For A Distance Of 40.24 Feet; Thence Leaving The Northerly Line Of Said Morningside Lane East And Running North 06 Degrees 4E Minutes 28 Seconds East Along The Easterly Line Of Exception To Blanket Easement No. 1 And Its Southerly And Northerly Prolongations To A Point On The Southerly Line Of A Public Roadway Heretofore Dedicated As Busch Road; Thence North 89 Degrees 39 Minutes 23 Seconds East Along Said Southerly Line Of Busch Road 10.92 Feet To An Angle Point On The West Line Of The Southeast Quarter Of The Southwest Quarter Of Said Section 28; Thence North 89 Degrees 38 Minutes 51 Seconds East 328.83 Feet To The Place Of Beginning;

Also Except: That Center Island Portion Of Lot 1 Encompassed By The Right-Of-Way Of Said Public Roadway Heretofore Dedicated As Morningside Lane East,

Lots 6, 7, 8, 9 And 12, Private Open Space, In Hidden Lake Village Phase II, Being A Subdivision Of Part Of The Southwest Quarter Of Section 28, Township 43 North, Range 11 East Of The Third Principal Meridian, According To The Plat Thereof Recorded August 30, 1983 As Document No, 2235193, In Lake County, Illinois, Excepting That Portion Of Lot 12 Described As Follows:

Beginning At The Southwest Corner Of Said Lot 12; Thence North 00 Degrees 00 Minutes 00 Seconds East Along The West Line Of Said Lot 12 A Distance Of 33.42 Feet; Thence Leaving Said West Line Of Lot 12 and Running South 80 Degrees 07 Minutes 27 Seconds East A Distance Of 31.62 Feet; Thence South 76 Degrees 41 Minutes 02 Seconds East A Distance Of 66.19 Feet; Thence North 85 Degrees 11 Minutes 14 Seconds East A Distance Of 44.30 Feet; Thence South 87 Degrees 45 Minutes 51 Seconds East A Distance Of 52.66 Feet; Thence South 86 Degrees 02 Minutes 36 Seconds East A Distance Of 176.98 Feet To A Point On The South Line Of Said Lot 12, Being Also The North Line Of Lot 11, Public Bikeway, In Said Hidden Lake Village Phase II; Thence South 89 Degrees 39 Minutes 30 Seconds West Along Said South Line Of Lot 12, Being Also Said North Line Of Lot 11, A Distance Of 368.89 Feet To Said Point Of Beginning, In Lake County, Illinois,

Lots 14 And 15 In Hidden Lake Village Phase III, Being A Subdivision Of Part Of The Southwest Quarter Of Section 28, Township 43 North, Range 11 East Of The Third Principal Meridian, According To The Plat Thereof Recorded April 18, 1986 As Document No. 2435162, In Lake County, Illinois.

EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Laurie Fieldsteel, do hereby certify that I am the duly elected and qualified Secretary for the Association at hidden Lake Village Condominium 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 was duly approved by an affirmative vote of seventy five percent (75%) of the owners at a meeting called for that purpose, in accordance with the provisions of Article 13, Section 13.07 of the Declaration.

Laurie T. Fieldsteel
Secretary

Dated at Lake County Illinois this
17 day of March, ~~2008~~ 2009

EXHIBIT C


AFFIDAVIT OF NOTICE TO THE FIRST MORTGAGEES

STATE OF ILLINOIS)

COUNTY OF LAKE)

) SS
)

I, KERRY T. BARTELL, state that I am the Attorney of Record for the Hidden Lake Village Condominium Association, an Illinois not-for-profit corporation and condominium, and that pursuant to Article 13, Section 13.07 of the Declaration of Condominium Ownership for said condominium, written notice of the foregoing amendment has been sent by certified mail return receipt requested to all First Mortgagees of record against any unit in the aforesaid condominium


Kerry T. Bartell

Subscribed and sworn to before me
this 27th day of April, 2009.

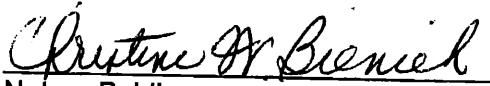

Notary Public



EXHIBIT D
CRIME FREE LEASING

HIDDEN LAKE VILLAGE CONDOMINIUM ASSOCIATION

RESOLUTION

WHEREAS, the Hidden Lake Village Condominium Association ("Association") is an Illinois not-for-profit corporation, organized and operating for the purpose of administering and maintaining the common elements at the property commonly known as the Hidden Lake Village; and

WHEREAS, Association is administered by a duly elected Board of Managers in accordance with a certain Declaration and By-Laws; and

WHEREAS, the Board of Managers is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Board of Managers has deemed it to be in the best interests of the Association to adopt the following rules regarding the Crime-Free leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

1. The rules and regulations of the Hidden Lake Village Condominium Association are amended to include the following provisions:

Leases, Tenants and Non-Resident Unit Owners

It is the owner's responsibility to comply with the following:

Provide the Association with a copy of the lease and executed lease rider, or any renewals thereof, and Crime free Lease Addendum no less than ten days prior to occupancy. The lease must include names of all the residents. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in writing and for a period of not less than one year. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. All current tenants will receive the new Crime Free Addendum within thirty (30) days of filing with the County.

During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the unit, (A new roommate is someone staying longer than 30 days). A copy of the new lease, new lease rider and Crime free Lease Addendum must be sent to the management office. A background criminal check must be done on the new person(s) prior to moving in. All moving rules must be followed during this time.

There are several important items that every investor-owner must consider before leasing his/her unit. Hidden Lake Village Condominium Association is a Crime Free Community and has implemented this program:

A. Owners must notify prospective tenants that Hidden Lake Village Condominium Association is a **Crime Free Community**.

B. Owners must show current and/or prospective tenants the **Crime Free Lease Addendum**. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application. This includes all current tenants.

C. Owners must get a completed application from prospective tenants.

D. Owners must do a criminal background check on current tenants within 30 days of the effective date of this Resolution and on all prospective tenants prior to their move into a unit. This must be done for everyone who will be residing in the unit who is over the age of 18. Owners must submit proof to the management company that this was done prior to the tenant moving into the unit. This shall also be done every two (2) years regardless of the term of the Lease or if the same tenant resides in the Unit. All such costs shall be borne by the Owner. The criminal background check shall be based on a national search of records performed by a third party vendor and subject to approval by the Board.

SHOULD ANY OWNER FAIL TO COMPLY WITH SECTION 1, A, B, C OR D ABOVE THEY WILL BE FINED \$1000.00.

E. All leases must be in writing and for a period of not less than one year nor more than two years unless the Board consents in writing to the contrary. No unit owner may lease less than the entire unit. The unit may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. Owners must get the **Crime Free Lease Addendum** and the **Lease Rider** signed by all tenants and must make it a part of their lease. The Owner is also required to submit a signed copy of the Addendum to Hidden Lake Village Condominium Association's property management company prior to leasing their premises, along with the Resident Information form stating their number and name of all tenants, including children, who will be residing at their unit. This information will also include the phone number of the unit, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.

F. All leases must be current. The management office must be sent a copy of all updated leases and lease riders 10 days prior to the effective date of renewal. Failure to do so will result in a \$1000.00 fine per month as well as \$100 additional fine per week until compliance. Additionally, unless otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to

receive notices at any address other than the address of the Unit, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such Unit Owner caused by any delays in receiving notice resulting therefrom.

G. Discrimination on the basis of age, race, color, creed, national origin or sex is not allowed.

H. If a tenant violates the documents or rules and regulations, the owner shall also be held responsible. The Association shall have the right to maintain an action for eviction directly against the tenant and owner in the event that the tenant is held to be in violation of the Declaration or the rules and regulations, in accordance with the rights of the Association under the Declaration.

I. Any violations of the Declarations, By-Laws or these Rules and Regulations may result in a flat or daily fine or in more serious situations, barring a tenant from moving in or initiating eviction proceedings. All fines, costs and legal fees will be charged to the unit owner.

J. Sub-leasing is not allowed.

K. Owners may not rent their units to any person or persons who have a) been adjudicated a registered sex offender, b) ever been convicted of any violent criminal activity or c) been convicted of a drug-related criminal activity within the last ten (10) years. "Violent criminal activity" is defined as any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" is defined as the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

A VIOLATION OF SECTIONS F, G, H, I, J OR K AS SET FORTH ABOVE MAY RESULT IN A MINIMUM \$1000.00 FINE FOR THE FIRST VIOLATION, \$1250.00 FOR THE SECOND VIOLATION, AND \$1500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION.

Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest, regardless of age, the following fines will be assessed to the owner of the respective unit involved.

Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported after notice and opportunity to be heard on the matter:

1 st offense	\$100.00
2 nd offense	\$250.00

Thereafter \$500.00

Activities on this property such as, but not limited to, domestic violence, child abuse, assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and opportunity to be heard on the matter:

1st offense \$250.00
Thereafter \$500.00 per incident

Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon; discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and opportunity to be heard on the matter.

1st offense and thereafter \$1000.00 per incident

A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease under Illinois Compiled Statute.

This policy becomes effective March 12, 2009. All lease agreements signed prior to this date shall still be subject to the above rules, however, the owner shall be required to provide the Association with a criminal background check for any tenants who are over the age of 18 within 30 days of the effective date of this Resolution. Owners are immediately responsible for providing the association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at Hidden Lake Village Condominium Association.

Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the crime or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.

All expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Unit Owner responsible.

Approved this 12th day of March, 2009.

Board of Managers of Hidden Lake Village Condominium Association

By: Dolores A. Kirby
Its President

ATTEST:

By: Lamio T. Fuenteb
Its Secretary