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**THIRD  
AMENDMENT TO  
THE  
DECLARATION  
OF COVENANTS,  
EASEMENTS AND  
RESTRICTIONS,  
AND BY-LAWS FOR  
THE BURR OAKS  
CIRCLE  
HOMEOWNERS'  
ASSOCIATION**



Doc# 1903245048 Fee \$94.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/01/2019 02:32 PM PG: 1 OF 29

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Covenants, Easements and Restrictions and By-Laws (hereafter the "Declaration" or "By-Laws") for the Burr Oaks Circle Homeowners' Association (hereafter the "Association"), which Declaration was recorded on June 29, 1989 as Document Number 89-298409 and subsequently amended on April 02, 1997 by Document Number 97229362 and on October 16, 2007 by Document Number 0728939069, in the Office of the Recorder of Deeds of Cook 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pursuant to Article IX, Section 9.09 of the Declaration, the provisions of the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, executed and acknowledged by the Board and the Owners of at least fourteen (14) Dwelling Units and containing an affidavit by an officer of the Association certifying that a copy of such change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Dwelling Unit, no less than ten (10) days prior to the date of such affidavit. Further, no change, modification or rescission of any provision of

the Declaration shall be effective without the prior approval of the Village of Northbrook as evidenced by a formal resolution duly adopted by the President and Board of Trustees and that is recorded in the Office of the Recorder of Deeds of Cook County, Illinois; and

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

Katharine W. Griffith  
Kovitz Shifrin Nesbit  
175 North Archer Ave.  
Mundelein, IL 60060 — (847) 537-0500

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WHEREAS, pursuant to Article XV of the By-Laws, the provisions of the By-Laws may be amended by a vote of sixty-seven percent (67%) of the total votes collectively held by all classes of Members present in person or by proxy, entitled to vote at a meeting duly called for such purpose, at which a quorum is present, together with the written approval of the holders of the mortgages on fifty-one percent (51%) of the sublots within the Property; and

WHEREAS, said Third Amendment has been executed and acknowledged by the Board and by the Owners of at least fourteen (14) of the Dwelling Units at a meeting or meetings called for that purpose, and has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit in accordance with Article IX, Section 9.09 of the Declaration and approved by the holders of the mortgages on fifty-one percent (51%) of the sublots within the Property, all as evidenced by the Secretary's Certification attached hereto and made a part hereof; and

WHEREAS, said Third Amendment has been approved by the Village of Northbrook, as evidenced by the formal resolution adopted by the Village, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the effective date of the Third Amendment shall be the date of recordation.

NOW, THEREFORE, the Declaration and By-Laws for the Burr Oaks Circle Homeowners' Association is hereby amended in accordance with the text which follows (additions in text are indicated by a single underline; deletions by ~~strike-outs~~):

**1. The Declaration, Article IV, Section 4.04(d), as amended, shall be further amended as follows:**

~~Subsequent to the adoption of this Amendment, e~~Each regular annual meeting of the Members shall be held ~~on the 15<sup>th</sup> day of in~~ September of each year ~~the~~ after, at the hour of 7:00 o'clock, P.M. ~~In the event of other prevailing circumstances, the meeting may be held 30 days prior or subsequent to the aforesaid scheduled annual meeting date.~~ 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, delivering by hand, delivering electronically, provided that such Member has submitted written consent to receive communications electronically, or by posting the Notice at a Board-designated conspicuous place at the Property, at least five (5) days, but not more than ~~forty (40)~~ sixty (60) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or the electronic address provided by the Member. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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**2. The Declaration, Article IV, Section 4.05 shall be amended as follows:**

Notice of Meetings. Notices of meetings required to be given herein may be delivered ~~either by personally depositing~~ at the Dwelling Unit mail box, ~~or sent by~~ mail, to the Persons entitled to vote thereat, addressed to each such Person at the address given to the Board for purpose of service of such notice, or to the Dwelling Unit of the Owner with respect to which such voting right relates, if no address has been given to the Board, delivered electronically to the Member provided that such Member has submitted written consent to receive communications electronically, or by posting the Notice at a Board-designated conspicuous place at the Property.

**3. The Declaration, Article V, Section 5.07 is amended as follows:**

5.07 ~~Maintenance of Driveways.~~ The Association shall be responsible, as an Association expense, for the snowplowing and ice treatment of aAll driveways servicing the various Dwelling Units shall be maintained by the Association in good condition and repair at all times, including the prompt and effective snow plowing and removal of snow and ice and shall provide a means of safe, efficient, unobstructed and comfortable passage from the various Dwelling Units to the private road and sidewalk which service the Development. Each Owner shall be responsible to furnish, at the Owner's sole expense, the repair and replacement of concrete driveways, as and when needed due to normal wear and tear, subject to prior Board approval and strict adherence with Board adopted Rules and Regulations and Village Code Requirements, if any.

**4. The Declaration, Article V, Section 5.08(a)(2), as amended, shall be further amended as follows:**

5.08(a)(2) ~~Exterior painting of Dwelling Units shall be performed at the discretion of the Board and by each Dwelling Unit Owner at the Dwelling Unit Owner's sole cost and expense, subject to Board adopted Rules and Regulations and specifications. shall be assessed for their proportionate share of the contract price. In the event an Owner fails to re-paint a Dwelling Unit exterior, or portions thereof, in a timely manner, as directed by the Board, the Board may, after reasonable written notice to the Owner, levy fines against the Dwelling Unit and/or perform the painting and assess the costs and expenses to the Dwelling Unit.~~

**5. The Declaration, Article V, Section 5.09 is amended as follows:**

5.09 Alterations, Additions or Improvements to the Common Area. The Board may cause alterations, additions or improvements to be made to any Common Area and the cost thereof shall be paid from Charges except that any such alteration, addition or improvement (excluding maintenance, repairs and replacements of the Common Areas) which shall cost more than ~~\$2,500~~10,000 shall require advance approval at a special meeting of the Owners. No alteration, addition or improvement shall, however, in any case be made to the Common Area without the prior approval of the Board.

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## 6. The Declaration, Article V, Section 5.20 is amended as follows:

5.20 Lease of Dwelling Unit. Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Dwelling Units is restricted to no more than four (4) of the total number of Dwelling Units at any given time and for hardship purposes only, as determined by the Board and as further outlined below, provided that those Dwelling Units in the Association being leased as of the recording date of this Third Amendment shall be included in the total number of leased Dwelling Units but shall considered grandfathered. Owners of such grandfathered Dwelling Units may continue to lease their Dwelling Units for non-hardship purposes until the transfer of ownership of the Dwelling Unit. Upon such transfer of ownership, such Dwelling Unit shall be subject to the leasing restrictions in this Third Amendment. With respect to all other Owners, including Owners not currently leasing and those Owners who purchase, or otherwise receive ownership of Dwelling Units after the recording date of this Third Amendment, the following provisions shall apply:

(a) Hardship: If a hardship, as determined by the Board of Directors, exists, and if at such time, less than four (4) of the total number of Dwelling Units in the Association are being leased, the Owner may apply for a hardship in order to lease, set forth herein in the following manner:

(i) The Owner must submit a request in writing to the Board of Directors requesting a one (1) year hardship, setting forth the reasons why they are entitled to same.

(ii) Within ten (10) days after receipt of the aforementioned information, if, based on the data supplied to the Board of Directors by the Owner, and if there are less than four (4) of the total number of Dwelling Units being leased at the time, the Board finds that a reasonable hardship exists, the Board may grant such hardship and the Owner may enter into a written lease for a period of twelve (12) months. The lease must contain a provision that failure by the tenant or the Owner to abide by the Declaration, By-Laws or Rules and Regulations (the "Governing Documents") 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 binding and final.

(iii) An Owner may request one additional hardship prior to the end of the initial twelve (12) month period. If approved by the Board, one additional twelve (12) month written lease may be entered into by the Owner.

~~Any Owner shall have the right to lease all (but not less than all) of his Dwelling Unit subject to the provisions of Subsections (a) and (b) below:~~

~~(ab) No Dwelling Unit shall be leased for transient or hotel purposes, and no less than the entire Dwelling Unit shall be leased at a given time, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than~~

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thirty (30) days where hotel services normally furnished by a hotel (such as room service or mail service) are furnished;

(b) ~~the Owner shall submit to the Board (i) a written application completed by the proposed lessee, setting forth the name, current address and financial and character references of the proposed lessee, (ii) a description of the basic terms of the proposed lease, including the length of the term and rental amount, and (iii) any other information reasonably required by the Board.~~

~~Within fifteen (15) days after receipt of the aforementioned information, the Board shall hold a meeting to vote upon the question of approving the proposed lease. The lease shall be approved unless at least two-thirds (2/3) of the Board members then serving shall vote against such approval. The decision of the Board shall be final and binding. In the event the Board fails to hold a meeting within said fifteen (15) day period or fails to vote on the proposed lease, the Board shall be deemed to have consented to the terms and the lessee of the proposed lease.~~

(c) Any lease shall be in writing, shall be for a period of twelve (12) months, and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration.

(d) The provisions of the Declaration, By-Laws and Rules and Regulations that relate to the use of the individual Dwelling Unit or the Common Areas shall be applicable to any person leasing a Dwelling Unit and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, 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) In addition to the authority to levy fines against the Owner or Tenant for violation of this Third Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the tenant, an action for injunctive and other equitable relief, or an action at law for damages.

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

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

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

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**7. The Declaration, Article IX, Section 9.05 shall be amended as follows:**

9.05 Notice Requirements. Notices provided for in this Declaration shall be in writing, and shall be addressed to the Board in care of the President of the Association, or to any Owner, electronically to the address submitted by and consented to by the Owner, or as the case may be, at such person's last known address as it then appears on the records of the Association or posted in a conspicuous place at the Property, as provided in the Declaration or By-Laws, or to the Village of Northbrook, to the Village Manager, Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notice to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail ~~or~~, when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox or at the door of his Dwelling Unit, or delivered electronically on the date sent electronically.

**8. The By-Laws, Article III, Section 1, as amended, shall be further amended as follows:**

Annual Meetings. ~~Subsequent to the adoption of this Amendment, e~~Each regular annual meeting of the Members shall be held ~~in on~~ the 15<sup>th</sup> day of September of each year thereafter, at the hour of 7:00 o'clock, P.M. ~~In the event of other prevailing circumstances, the meeting may be held 30 days prior or subsequent to the aforesaid scheduled meeting date.~~

**9. The By-Laws, Article III, Section 3 shall be amended as follows:**

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary of person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, ~~delivering by hand~~ delivering electronically, provided that such Member has submitted written consent to receive communications electronically, by posting the Notice at a Board-designated conspicuous place at the Property, at least five (5) days but not more than ~~forty (40)~~ sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the member's last address appearing on the books of the Association, the electronic address provided by the Member, or supplied by such Member \_\_\_\_\_ for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**10. The By-Laws, Article IV, Section 1 shall be amended as follows:**

Section 1. Regular Meetings. Periodic regular meetings of the Board of Directors may be held ~~without notice,~~ on such dates and at such place and hour as may be

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fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Meetings of the Board shall be open to any member, except for the portion of the meeting held (i) to discuss litigation when an action against or on behalf of the corporation has been filed and is pending in a court or administrative tribunal, or when the Board finds that such action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association. Notice of such meetings shall be mailed, delivered by hand, or delivered electronically, provided that such Board member has submitted written consent to receive communications electronically, to each Board member at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the articles of incorporation, By-Laws, or other instrument before the meeting is convened. Copies of notices of meetings of the Board shall be posted in entranceways or conspicuous places at least 48 hours prior to the meeting of the Board.

[END OF TEXT OF THIRD AMENDMENT]

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

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

[SIGNATURE PAGE TO FOLLOW]

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## Burr Oaks Circle Homeowners' Association

By: Bob Hershman  
Its: President

By: Mark J. Sprague  
Its: AT LARGE

By: [Signature]  
Its: Secretary

By: Anton Rubman  
Its: Treasurer

By: [Signature]  
Its: 97 LA 2650

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: 9/27/2018

Prop of Cook County Clerk's Office



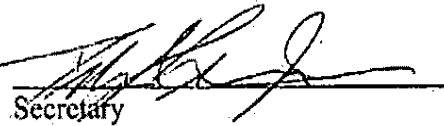
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## SECRETARY'S CERTIFICATION

I, Neben J Leidner, Jr., do hereby certify that I am the Secretary of the Board of Directors of the of the Burr Oaks Circle Homeowners' Association, and that pursuant to provisions of Article IX, Section 9.09 of the Declaration and Article XV of the By-Laws, the requisite approval of Owners and mortgage holders has been obtained.

I further certify that written notice of the foregoing amendment has been sent by certified mail to all mortgagees having bona fide liens of Record against any Unit in the aforesaid Property not less than ten (10) days prior to the date of said affidavit.

By:

  
Secretary

Dated at Northbrook, Illinois this

23<sup>rd</sup> day of November, 20 18

Property of Cook County Clerk's Office

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## VILLAGE OF NORTHBROOK APPROVAL

[COPY OF VILLAGE RESOLUTION TO BE ATTACHED AND FILED]

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

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Village of  
**Northbrook**

1225 Cedar Lane Northbrook, Illinois 60062 847.272.3000 FAX 847.272.9760 www.northbrook.il.us

November 20, 2018

Mr. Howard B. Silver, CPA  
 Property Corporation of America  
 3703 West Lake Avenue  
 Suite 300  
 Glenview, IL 60026

RE: Resolution 2018-144: A Resolution Approving a Third Amendment to Declaration of Covenants, Easements, and Restrictions and By-Laws for the Burr Oaks Circle Homeowners' Association

Dear Mr. Silver,

Enclosed is a copy of the resolution you requested.

Yours truly,

Judy Butch  
 Executive Assistance

JB/hs  
 Enc.

PRESIDENT  
 Sandra E. Frum

James A. Karagianis  
 Robert E. Israel

BOARD OF TRUSTEES  
 A.C. Buchler III  
 Muriel J. Collison

Kathryn L. Ciesla  
 Jason C. Han

VILLAGE CLERK  
 Debra J. Ford

VILLAGE MANAGER  
 Richard A. Nahrstadt

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## Resolution 2018-144

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

### **A Resolution Approving a Third Amendment to Declaration of Covenants, Easements, and Restrictions and By-Laws for the Burr Oaks Circle Homeowners' Association**

is hereby adopted, as follows:

#### Section 1. Recitals.

In 1989, the Village approved an Annexation Agreement by and between the Village, First American Bank as Trustee u/t/a P88-148, and Brandess Home Builders, Inc., recorded in the Office of the Cook County Recorder of Deeds as Document No. 89211840 ("*Annexation Agreement*") for the development of single-family attached dwellings along Dundee Road east of Laburnum Drive now known as Burr Oaks Circle. Section 11 of the Annexation Agreement provided for the recording of a Declaration of Covenants, Easements and Restrictions ("*Declaration*") for the operation of the common areas of Burr Oaks Circle and to protect the rights of the Village and certain easements that benefit the public health, safety, and welfare. That Declaration was recorded as Document No. 89298409. Section 9.09 of the Declaration provides that the Declaration cannot be amended without the consent of the Village through a resolution approved by the President and Board of Trustees. The Declaration was previously amended with the Village's consent on two other occasions.

The Burr Oaks Circle Homeowners' Association has requested that a Third Amendment to the Declaration be approved by the Village. The Third Amendment has been reviewed solely for the purpose of determining whether the terms of the Third Amendment conflict with the requirements of Section 8 of the Annexation Agreement and the easements and rights granted to the Village. No conflicts have been found. Accordingly, the President and Board of Trustees find and determine that there is no reason for the Village not to approve the Third Amendment.

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Section 1. Approval of Third Amendment.

Those portions of the Third Amendment to the Declaration of Covenants, Easements and Restrictions, and By-Laws for the Burr Oaks Circle Homeowners' Association that affect the Declaration are approved as presented to the Board of Trustees.

Section 2. Recording of Third Amendment.

The Village Clerk is hereby authorized to notify the Association of the approval of the Third Amendment by transmitting a certified copy of this Resolution to the Association. Upon receipt of such a certified copy, the Association is authorized to record the Third Amendment and is requested and directed to submit a file-stamped copy of the Second Amendment to the Village Clerk.

Adopted: 11/13/2018

<b>RESULT:</b>	<b>ADOPTED BY CONSENT VOTE [6 TO 0]</b>
<b>MOVER:</b>	James Karagianis, Trustee
<b>SECONDER:</b>	Kathryn Ciesla, Trustee
<b>AYES:</b>	Karagianis, Buehler, Ciesla, Israel, Collison, Han
<b>ABSTAIN:</b>	Sandra Frum

ATTEST:

/s/ Debra J. Ford  
Village Clerk

/s/ Sandra E. Frum  
Village President

Office of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

Lots 1 Through 20, Outlot A And Outlot B In Brandess Subdivision In The West Half Of Southwest Quarter Of The Southwest Quarter Of Section 5 And Part Of The Southeast Quarter Of The Southeast Quarter Of Section 6, Township 42 North, Range 12, East Of The Third Principal Meridian, Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
1	04-05-315-001	3559 Laburnum Ct Northbrook, IL 60062
2	04-05-315-002	3555 Laburnum Ct Northbrook, IL 60062
3	04-05-315-003	3551 Laburnum Ct Northbrook, IL 60062
4	04-05-315-004	3543 Laburnum Ct Northbrook, IL 60062
5	04-05-315-005	3539 Laburnum Ct Northbrook, IL 60062
6	04-05-315-006	3531 Laburnum Ct Northbrook, IL 60062
7	04-05-315-007	3527 Laburnum Ct Northbrook, IL 60062
8	04-05-315-008	3523 Laburnum Ct Northbrook, IL 60062
9	04-05-315-009	3519 Laburnum Ct Northbrook, IL 60062
10	04-05-315-010	3515 Laburnum Ct Northbrook, IL 60062
11	04-05-315-011	3501 Laburnum Ct Northbrook, IL 60062
12	04-05-315-012	3502 Laburnum Ct Northbrook, IL 60062
13	04-05-315-013	3514 Laburnum Ct Northbrook, IL 60062
14	04-05-315-014	3520 Laburnum Ct Northbrook, IL 60062
15	04-05-315-015	3546 Laburnum Ct Northbrook, IL 60062
16	04-05-315-016	3558 Laburnum Ct Northbrook, IL 60062
17	04-05-315-017	3560 Laburnum Ct Northbrook, IL 60062
18	04-05-315-018	729 Laburnum Ct Northbrook, IL 60062
19	04-05-315-019	717 Laburnum Ct Northbrook, IL 60062
20	04-05-315-020	705 Laburnum Ct Northbrook, IL 60062
Outlot A	04-05-315-021	Vacant Northbrook, IL 60062
Outlot B (Part)	04-05-315-022	Vacant Northbrook, IL 60062
Outlot B (Part)	04-06-400-083	Vacant Northbrook, IL 60062

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## BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

### BALLOT

Regarding the proposed Third Amendment to the Declaration and By-Laws of Burr Oaks Circle Homeowners' Association:



I Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.



I Do Not Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

OWNER:

Andrew Rubanovich (signature)

ANDREW RUBANOVICH (print name)

DATE:

27 September, 2018

Property Address:

717 LABURNUM DR  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\* This information is required in order to send notice to mortgagees of this Third Amendment pursuant to the terms of the Association's Declaration.

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## BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

### BALLOT

Regarding the proposed Third Amendment to the Declaration and By-Laws of Burr Oaks Circle Homeowners' Association:



I Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.



I Do Not Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

OWNER:

Jerel M. Faigol (signature)  
JEREL M. FAIGOL (print name)

DATE: 09-27, 2016

Property Address: 3501 Labeanum Ct  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

N/A

\*\*\* This information is required in order to send notice to mortgagees of this Third Amendment pursuant to the terms of the Association's Declaration.



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## BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

### BALLOT

Regarding the proposed Third Amendment to the Declaration and By-Laws of Burr Oaks Circle Homeowners' Association:

I Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

I Do Not Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

OWNER:

*Stephen A. Swartz* (signature)  
STEPHEN A. SWARTZ (print name)

DATE:

9/27, 2018

Property Address:

3502 LABURNUM CT.  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\* This information is required in order to send notice to mortgagees of this Third Amendment pursuant to the terms of the Association's Declaration.

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fax: 847-657-2960

## PROXY/BALLOT FOR BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

I, (print name) BARRY GRANAT, Owner of the Unit listed below at the Burr Oaks Circle Homeowners' Association, do hereby constitute and appoint \_\_\_\_\_, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held \_\_\_\_\_, 20\_\_\_\_, and any adjournments thereof, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:  
I approve of the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

I do not approve of the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

My Proxy may act as fully as the undersigned might or could do if personally present. The undersigned hereby ratifies and confirms all that said Proxy shall lawfully do or cause to be done by virtue hereof and hereby revokes any proxy or proxies given for the foregoing purposes prior to the date of this instrument. This proxy will expire eleven (11) months from the date of execution hereof unless revoked prior thereto.

IN WITNESS WHEREOF, I have executed this proxy on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

<p><u><i>Barry Granat</i></u> Signature Line</p> <p><u>BARRY GRANAT</u> Printed Name</p>	<p>Name and Address of Mortgage Lender (if any): ***</p> <p><u>BANK OF AMERICA</u></p>
--	--

Property Address: 3514 LABURNUM COURT  
Northbrook, Illinois

\*\*\* This information is required in order to send notice to mortgagees of this Third Amendment pursuant to the terms of the Association's Declaration.

C:\BT02:001003500519.4

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## BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

### BALLOT

Regarding the proposed Third Amendment to the Declaration and By-Laws of Burr Oaks Circle Homeowners' Association:

I Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

I Do Not Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

OWNER:

Dolores Foreman (signature)

DOLORES FOREMAN (print name)

DATE: 9-26, 2018

Property Address: 3515 Laburnum Ct.  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

None

\_\_\_\_\_

\_\_\_\_\_

\*\*\* This information is required in order to send notice to mortgagees of this Third Amendment pursuant to the terms of the Association's Declaration.

# UNOFFICIAL COPY

## BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

### BALLOT

Regarding the proposed Third Amendment to the Declaration and By-Laws of Burr Oaks Circle Homeowners' Association:

I Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

I Do Not Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

OWNER:

Bozica Skul

(signature)

BOZICA SKUL M.S.

(print name)

DATE:

September 20, 2012

Property Address:

3519. LA BURNUM CT  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

no mortgage

\_\_\_\_\_

\_\_\_\_\_

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I **Do Not Agree** the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

OWNER:

Eva Hershman (signature)

Eva Hershman (print name)

DATE: Sept. 27, 2018

Property Address: 3520 Laburnum St  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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OWNER:

J. Best (signature)

J. BEST (print name)

DATE: 9/27, 2016

Property Address: 3527 Yarrowood Ct.  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

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\_\_\_\_\_  
\_\_\_\_\_

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OWNER:

*Neil S. Fondures*

(signature)

NEIL S FONDOURES

(print name)

DATE:

27 SEPT

2018

Property Address:

3531 LAURELWOOD CT

Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

### BALLOT

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I Do Not Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

OWNER:

Anita Buyer (signature)

Anita Buyer (print name)

DATE: Sept. 27, 2018

Property Address: 3539 Laburnum Court  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

~~\_\_\_\_\_  
\_\_\_\_\_  
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## BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

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I Do Not Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

OWNER: Theodore Silver (signature)

THEODORE SILVER (print name)

DATE: 9/25, 2008

Property Address: 3558 Laburn G.  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## CONSENT OF FIRST MORTGAGEE

The undersigned, a Mortgagee as defined in the By-Laws for the Burr Oaks Circle Homeowners' Association, hereby votes on the Third Amendment:

I/WE APPROVE THE Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

I/WE DO NOT APPROVE THE Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

Signed by: *Seung C. Sim*

Title: \_\_\_\_\_

Name and Address of Mortgagee:

*Seung C. Sim*  
*3559 LABURNUM CT*  
*NORTHBROOK IL 60062*

Holder of mortgage on: \_\_\_\_\_

Property Address: \_\_\_\_\_  
Northbrook, Illinois

**NOTE:** If Mortgagee fails to notify Association of its consent or dissent to the adoption of this Amendment within 60 days of receipt, Mortgagee shall be deemed to have waived its right to object to the Third Amendment and shall be deemed to have accepted its terms and condition and agrees to be bound by same.

Please return to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

### BALLOT

Regarding the proposed Third Amendment to the Declaration and By-Laws of Burr Oaks Circle Homeowners' Association:

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I Do Not Agree the Third Amendment concerning Notices of Meetings, the date of the Annual Meeting, driveway maintenance, exterior painting, expenditure limitation for additions, alterations and improvements, and leasing restrictions should be passed.

OWNER:

Lorraine Brozman (signature)

LORRAINE BROZMAN (print name)

DATE: 9-27, 2018

Property Address: 3560 Laburnum Ct.  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

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\_\_\_\_\_  
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## BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

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OWNER:

Deby Levy (signature)

Deby Levy (print name)

DATE: 9/27/18, 2018

Property Address: 3543 LABURNUM CT  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

ASSOCIATED. LOAN

\_\_\_\_\_

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## BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

### BALLOT

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OWNER:

*[Signature]* (signature)

Nelson J. Leidner, Jr. (print name)

Anastasia D. Leidner  
Anastasia D. Leidner  
DATE: Sept., 2008

Property Address: 3547 Laburnum Ct.  
Northbrook, IL

Name and Address of Mortgage Lender (if any):\*\*\*

① PHH Mortgage, 1 Mortgage Way, Mt. Laurel, NJ 08054

② First Bank of Highland Park, 1835 First St., Highland Park, IL 60035

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