

**AMENDMENT TO THE  
SECOND  
AMENDMENT TO  
DECLARATION OF  
COVENANTS,  
CONDITIONS AND  
RESTRICTIONS FOR  
TRINITY LAKES  
IMPROVEMENT  
ASSOCIATION**

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Second Amendment to Declaration of Covenants, Conditions and Restrictions (hereafter the "Declaration") for Trinity Lakes Improvement Association, (hereafter the "Association"), which Declaration was recorded on November 8, 1993 as Document Number R93-256854 in the Office of the Recorder of Deeds of DuPage County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

**WITNESSETH:**

WHEREAS, the Board of Directors and Unit Owners desire to adopt an Amendment clarifying the Declaration; and

WHEREAS, pursuant to Article XIII, Section 13.1 of the Declaration, the Declaration may be amended by an instrument in writing setting forth the amendments and executed by the Owners representing not less than a majority of the outstanding membership votes entitled to be cast by all Owners. If said Declaration is so modified by the Association, a notice of said modification shall be given to all first mortgage lien holders of record by certified mail, return receipt requested. Said notice shall contain a complete text of any such modification or amendment.

WHEREAS, an affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been approved by the Owners not less than a majority of the outstanding membership votes entitled to be cast by all Owners, as evidenced by the affidavit and the attached petition of said owners; and

**This document prepared by and after recording  
to be returned to:**  
RYAN H. SHPRITZ  
JORDAN I. SHIFRIN  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 — (847) 537-0500

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

hereto as Exhibit C certifying that a complete copy of the amendment has been mailed to all First Mortgage lien holders of record by certified mail.

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 III, Section 3.2(b) of the Declaration – (b) One individual shall be designated as the "Voting Member" for each Lot. The Voting Member, or his proxy, shall be the individual who shall be entitled to vote at meetings of the Owners. If the record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and, if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot. The Association shall have the right to suspend the voting rights of any Member, thus, rendering such Voting Member an "ineligible" Member for voting purposes, for any period during which any assessment levied by the Association against the Member's Lot remains unpaid for more than thirty (30) days after the mailing of such assessment and for any period during which the Member is in default under any of the terms of the Declaration, including, but not limited to, those terms relating to architectural review of improvements as set forth in Article VII.

2. Article IV, Section 4.3 of the Declaration – Right to Borrow and Service Debt: Subject to the following, the Association shall have the power to borrow funds and in connection therewith to grant a security interest in all or any part of the Common Area for the purpose of making capital improvements to the Common Area, public rights-of-way and public easements. The Association shall further have the power to levy assessments as set forth in Article X and to authorize disbursements from any reserve or contingency fund established by the Board necessary to service such a debt. In no event, however, may the Association borrow funds unless ten days' prior notice of a special meeting of the Association shall be given and a majority of three-quarters (3/4) of the eligible Members of the Association, ~~present in person or by proxy at such meeting shall have approved such borrowings.~~

3. Article IV, Section 4.7 of the Declaration – Authority of Board to Lease or License: The Board shall have the authority to lease or to grant licenses or concessions with respect to the Common Area, when reasonably deemed to be in the best interests of the owners, subject to three-quarters (3/4) approval of the eligible Members of the Association, in person or by proxy, presented at a meeting of the Association called for such purpose.

4. Article VIII, Section 8.2(b) – ~~The right of the Association to charge reasonable admission and other fees to non members for the use of any recreational facility situated upon the Common Area.~~

5. Article VIII, Section 8.2(c) of the Declaration – The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said property; provided that the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder and shall be subject to the terms outlined in Article IV, Section 4.3 of the Declaration.

6. Article X, Section 10.5 of the Declaration – Change in Basis of Annual Assessments: The Board may change the amount and/or basis of the annual assessment during any assessment year, ~~provided that any increase in the annual assessment shall be approved by sixty-six (66%) percent of a quorum of the members of the Board, at a meeting duly called for this purpose and notice of any such meeting to consider such a change shall be given to Members at least 40 days prior to such meeting.~~ provided, however, that if the subsequent annual assessment increase exceeds twenty percent (20%) of the previous year's annual assessment, the Board of Directors shall be required to do the following:

- i. call a meeting of the Association with notice of not less than ten (10) days nor more than thirty (30) days; and
- ii. outline the purpose of the meeting in the meeting notice as a discussion and vote on the annual assessment increase; and
- iii. hold a vote at the meeting whereby approval of the annual assessment increase shall occur only upon a majority approval of the eligible Members of the Association, in person or by proxy, to the increase in annual assessments.

Any such change in the annual assessment shall be known as a "supplemental assessment."

7. Article X, Section 10.6 of the Declaration - Special Assessments for Capital Improvements and Maintenance Expenses: In addition to the annual assessments authorized by Paragraph 10.3 hereof, the Association, through the Board, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of any of the parkways, pathways, median strips, entrance monuments, storm water management facilities or any capital improvements to the Common Area provided that: a) any such assessment shall be approved by sixty-six percent (66%) of the members of the Board at a meeting duly called for this purpose at which a quorum of the Board is present; and b) if such special assessment shall exceed in any calendar year an amount greater than sixty (60%) percent of the annual assessment for the preceding year, the sum of \$500, adjusted annually after the date hereof by any increase in the Consumer Price Index (U.S. City Averages for Urban Wages Earners and Clerical Workers, all Items, of the United States Bureau of Labor Statistics), such special assessment shall be approved by majority vote sixty-six percent (66%) of the eligible Members, in person or by proxy, at a

## EXHIBIT A

### LEGAL DESCRIPTION

Lots 1 through 61 inclusive in Trinity Lakes Unit No. 1, a Subdivision of part of the Northeast fractional quarter lying North and South of the Indian Boundary Line, in Section 34, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 20, 1979, as Document No. R79-74436 in DuPage County, Illinois.

Lots 62 to 109 inclusive in Trinity Lakes Unit No. 2, a Subdivision of part of the fractional Section 34, lying North and South of the Indian Boundary Line, in Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

Lots 110 through 152 inclusive in Trinity Lakes Unit No. 3, a Subdivision of part of the Northeast fractional quarter and part of the Southeast quarter of fractional Section 34 and part of the Northwest quarter of Section 35, Township 39 North, Range 11, East of the Third Principal Meridian, lying South of the Indian Boundary Line, all in DuPage County, Illinois.

Lots 153 through 210 inclusive in Trinity Lakes Unit No. 4, a Subdivision of that part of the East half of the Northwest fractional quarter, and that part of the Northeast fractional quarter of fractional Section 34, Township 39 North, Range 11, East of the Third Principal Meridian, lying North of the Indian Boundary Line, in DuPage County, Illinois.