

	<p style="text-align: right;"><b>For use by Recorder's Office only</b></p>
--	--

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
FOR  
NEWHAVEN HOMEOWNERS ASSOCIATION**

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

**JOSHUA A. WEINSTEIN, ESQ.**  
Kovitz Shifrin Nesbit  
175 North Archer Avenue  
Mundelein, IL 60060 – 847/537-0500

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
NEUHAVEN HOMEOWNERS ASSOCIATION**

**TABLE OF CONTENTS**

**[To be inserted prior to recording]**

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
NEUHAVEN HOMEOWNERS ASSOCIATION**

THIS **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS** (“Declaration”) has been approved by two-thirds of the Board of Directors of NeuHaven Homeowners Association (“Association”) in accordance with Section 1-60(a) of the Illinois Common Interest Community Association Act (“Act”), 765 ILCS 160/1-60(a). This Declaration shall serve the purpose of amending the Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Homeowners Association (“Original Declaration”) which was recorded as Document No. 5452996 on December 11, 2003 in the Office of the Recorder of Deeds for Lake County, Illinois and re-recorded as Document No. 6634786 on August 19, 2010, as amended from time to time, in the Office of the Recorder of Deeds for Lake County, Illinois against the property legally described in Exhibit “A” attached hereto and made a part hereof.

**PREAMBLES**

A. The Association and its Owners are the owners of certain real estate in the Village of Antioch, County of Lake, State of Illinois, legally described in Exhibit “A” attached hereto and incorporated herein (the “Property”);

B. The Property consists of a single family residential development on the Property known as NeuHaven (the “Development”) and

C. By recording of the Original Declaration, as amended from time to time, the Property has been submitted, and remains submitted by the recording of this document, to the provisions of this Declaration.

NOW, THEREFORE, the Association and its Owners hereby declare that the Property shall be held, sold, transferred, occupied and conveyed subject to the following covenants, conditions, easements and restrictions, all of which shall run with the Property, and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner thereof.

**ARTICLE 1**

**DECLARATION PURPOSES AND PROPERTY SUBJECT TO DECLARATION**

1.1. The Property was created as a single-family development for all owners and future owners of Lots (as hereinafter defined) for the following general purposes.

- a. A plan for development of the Property which is intended to enhance and to protect the values of the single-family residential community; and
- b. To provide for the maintenance of the Common Area (as hereinafter defined), portions of which may be owned by the Association (as hereinafter defined) and used in common by the Owners (as hereinafter defined) of the Property.

1.2. To further the general purposes herein expressed, the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions herein set forth.

## **ARTICLE 2**

### **DEFINITIONS**

The following words, when used in this Declaration or in any supplemental Declaration shall, unless the context shall prohibit, have the following meanings:

2.1 “Acceptable technological means” includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

2.2 “Association” shall mean and refer to the NeuHaven Homeowners Association, an Illinois not-for-profit corporation its successor and assigns

2.3. “Board” shall mean and refer to the Board of Directors of the NeuHaven Homeowners Association, an Illinois not-for-profit corporation; said entity shall govern and control administration and operation of the Property.

2.4 “By-Laws” shall mean and refer to the Amended and Restated By-Laws of the NeuHaven Homeowners Association, which is attached hereto and made a part hereof as Exhibit “B”. The By-Laws are incorporated into this Declaration by this reference.

2.5 “Common Area” shall mean and refer to all real property and Improvements thereon to be owned or maintained by the Association for the common use and enjoyment of all members of the Association. This shall include all as indicated on the Subdivision Plat (as hereinafter defined). The Common Area shall include all portions of the Property, except for the Lots (not Outlots) and those portions of the Property dedicated to the Village as indicated on the Plat of Subdivision, but shall include Outlots as indicated on the Plat of Subdivision.

2.6 “Community instruments” means all documents and authorized amendments thereto recorded by a developer or common interest community association, including, but not

limited to, the Declaration, By-Laws, operating agreement, plat of survey, and rules and regulations.

2.7 “Electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

2.8 “Lot” shall mean and refer to that portion of the Property indicated upon the recorded subdivision plat or plats of the Property improved or intended to be improved as set forth on Exhibit “A” attached hereto.

2.9 “Owner” shall mean and refer to the record owner, whether one or more persons, individuals or entities, of a fee simple to any Lot, which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

2.10 “Management company” or “community association manager” means a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for an association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to the Common Interest Community Association Act.

2.11 “Master Association shall mean and refer the NeuHaven Master Association, an Illinois not for profit corporation.

2.12 “Master Association Declaration” shall mean and refer to the Declaration of Covenants, Conditions Easements and Restrictions for the NeuHaven Master Association recorded in the office of the Recorder of Deeds of Lake County, Illinois, as amended from time to time.

2.13 “Member or Membership” shall mean and refer to every person or entity who holds Membership in the Association.

2.14 “Mortgage” shall mean and refer to either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

2.15 “Person” shall mean and refer to a natural individual corporation, partnership, trustee or other legal entity capable of holding title to real property.

2.16 “Prescribed delivery method” means mailing, delivering, posting in an Association publication that is routinely mailed to all Members, electronic transmission, or any

other delivery method that is approved in writing by the Member and authorized by the community instruments.

2.17 “Property” shall mean and refer to the real estate legally described in Exhibit “A” attached hereto and made a part hereof.

2.18 “Single Family” shall mean and refer to one or more persons, each related to other by blood, marriage or adoption or a group of not more than three (3) persons not all so related, maintaining a common household.

2.19 “Subdivision Plat” shall mean and refer to the Plat of Subdivision for the NeuHaven Subdivision to be recorded with the office of the Recorder of Deeds of Lake County, Illinois. A copy of the final Plat of Subdivision was attached to and recorded with the Original Declaration as Exhibit “B”, as amended from time to time.

2.20 “Village” shall mean and refer to the municipality of the Village of Antioch, Lake County, Illinois.

### **ARTICLE 3** **GENERAL RESTRICTIONS**

3.1 All Lots shall be used only for Single Family Dwellings. Each Owner shall maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition and shall at all times cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from paved areas when and as required.

3.2 No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

3.3 No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Improvement shall, except as otherwise herein provided, be located upon the Lots.

3.4 No person shall accumulate on his Lot abandoned or junked vehicles, fitter, refuse or other unsightly materials. Vacant Lots shall not be used for the purpose of raising crops thereon.

3.5 Trucks designated Class B or greater (by virtue of increasing in size) by the State of Illinois, boats, recreational vehicles or traders shall at all times be parked in the garage of a dwelling located on a Lot. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a dwelling.

3.6 There shall be no obstruction in the driveways or other portions of the Common Area nor shall ready access to a garage or entrance to a Lot be obstructed or impeded in any manner.

3.7 No animals, livestock or poultry of any kind shall be raised, bred, or kept upon any Lot, except that dogs and cats (not to exceed a total of four (4) such pets) or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

3.8 The operation of a "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than simple mast antennae located on the roof of a Dwelling) shall not be allowed unless completely screened from view from all streets and approved in writing by the Board or the Architectural Control Committee (as hereinafter defined).

3.9 All areas of the Lots designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot. No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property.

3.10 No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will increase the rate charged for or cause the cancellation of insurance earned by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed in the Common Area.

3.11 The covering of windows and other glass surfaces, whether by shades, draperies or other items visible from the exterior of any dwelling, shall be subject to the rules and regulations of the Board.

3.12 The restriction in Paragraph 3.1 shall not, however, be construed in such a manner as to prohibit an Owner from: a) maintaining his personal professional library therein; b) keeping his personal business records or accounts therein; or c) handling his personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said paragraph.

3.13 Nothing shall be altered in or removed from the Common Area except upon the written consent of the Board.

3.14 No advertising sign (except one "For Sale" Sign of not more than five (5) square feet), baseboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, except as provided in Section 4.9 hereof and except that during the two (2) week period prior to and during the one (1) week period subsequent to; a primary or general election, one (1) political sign may be maintained on an individual Lot.

3.15 All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Lots and streets; shall be regularly removed from the Property, and shall not be allowed to accumulate thereon, and shall be placed out for collection on the driveway of the lot at no other location. Garbage shall be placed in appropriate covered containers and kept in the garage until the designated day of pick-up. Under no circumstance shall the container impede access to streets, alleys or driveways of other Owners. All occupants of a residential dwelling situated on a Lot shall participate in the garbage and/or refuse collection program as established or implemented by the Village from time to time.

3.16 Drying of clothes shall be confined to the interior of the Dwelling Units. No clothes, sheets, laundry, blankets or other articles of clothing shall be hung out in any portion of the Property.

3.17 An Owner of a Lot shall do no act nor allow any condition to exist which will adversely affect the other Lots or their Owners. Gravel, dirt or other unpaved driveways shall not be permitted and all driveways shall be constructed of concrete, asphalt, brick or other similar bituminous substance.

3.18 If a mailbox is installed on a Lot or for use by an Owner, the respective Owner shall be responsible for maintaining, in good condition and repair, such mailbox and to replace, if necessary, said mailbox with a mailbox of exactly the same height, material and styling as originally installed, or a mailbox as approved by the Architectural Control Committee, as such term is defined in this Declaration.

3.19 All vehicles owned or maintained by occupant of a Lot, other than temporary guests and visitors, shall be parked in garages to the extent that garage space available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars herein. Overhead garage doors must be kept closed on a consistent basis. No part of any of the Lots or Common Area shall be used for storage use, including storage of recreational vehicles or overnight parking of mobile homes, trailers, trucks, vans, buses, commercial vehicles, snowmobiles or boats except within the confines of a garage and further excepting the temporary parking of such vehicles for no more than forty-eight (48) hours. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. The Association is expressly authorized to enforce the provisions of this Section by ticketing and fining any Owner who violates this Section, and towing offending vehicles, trailers, boats, trucks, vans, buses or snowmobiles. All fines imposed and all expenses incurred by the



Association in enforcing this Section, shall become an obligation owed by the subject Owner to the Association, and shall be a lien created and enforced as set forth in this Declaration. The Association is specifically authorized to enter into a contract with any local municipality or unit of government, or with any private firm or entity, to provide services reasonably required to enforce the terms and provisions of this Section.

3.20 No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in the Property other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

3.21 No above-ground swimming pools are permitted within the Property, except portable child's swimming pool not greater than six (6) feet in diameter may be maintained and situated within a Lot.

3.22 A short, temporary flagpole may be attached to the front porch for the purpose of flying the American flag. All flagpoles must be approved by the Board of Directors or Architectural Control Committee prior to placement. The only flags permitted are the American Flag, military flags, or such other flags as shall be approved by the Board. Notwithstanding any provision in the Declaration, By-Laws, community instruments, 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 limited common areas (if any) and facilities of an Owner or on the immediately adjacent exterior of the building in which the Lot of an 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 limited common areas (if any) and facilities of an Owner or on the immediately adjacent exterior of the building in which the Lot of an Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

As used in this provision:

"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 4**

### **MEMBERSHIP AND BOARD OF DIRECTORS**

4.1 **Membership.** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

4.2 **Voting Rights.** The Association shall have one class of membership and each member shall have one vote for each Lot such member owns, provided that in no event shall more than one (1) vote be cast with respect to any one (1) Lot if more than one (1) person is the record owner of any Lot, or of an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Lot shall be exercised as such Owner or Owners of that Lot shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws.

4.3 **Board of Directors.** The Association shall be governed by a Board of Directors composed of three (3) persons, or such greater number as may be determined by Board resolution. The Board shall maintain and administer the Common Area and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws.

4.4 **Officers.** The Association shall have such Officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the Articles of Incorporation or By-laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board, from time to time, and its officers under the direction of the Board and shall not be subject to the approval of the Members. The Articles of Incorporation and By-Laws of the Association may include such added provisions for the protection and indemnification of its Officers and Directors as shall be permissible by law. The Directors and Officers of the Association shall not be able to the Owners or others for any mistake of judgment, or any acts or omissions made in good faith as such Directors or Officers.

4.5 **Director and Officer Liability.** Neither the Directors nor the Officers of the Association shall be personally liable to the Owners or the Association for any mistake of Judgment or for any other acts or omissions of any nature whatsoever as such directors or

officers except for any acts or omissions found by a court to constitute fraud. The Association shall indemnify and hold harmless the Directors and Officers, their heirs and legal representative, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the Owners or the Association or arising out of their status as Directors or Officers unless any such contract or such act shall have been made fraudulently. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director or Officer may be involved by virtue of being or having been such Director or Officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have finally been adjudged by such action, suit or proceeding to be liable for fraud in the performance of his duties as such Director or Officer, or (ii) any matter settled or compromised unless, in the opinion of independent counsel selected by or in a manner determined by the Board there is no reasonable ground for such person being adjudged liable for fraud in the performance of his/her duties as such Director or Officer.

4.6 Board Powers. The Association, through the Board, shall have the following powers and duties:

a. Own, maintain and otherwise manage the Common Area and all Improvements thereon, in accordance with the final landscape development plan and own, maintain and otherwise manage all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located on concrete islands, cul-de-sac and median strips. In the dedicated streets which are adjacent to or within the Property and to maintain any signage and lighting located thereon;

b. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association,

c. Establish and maintain a working capital and contingency fund in an amount to be determined by the Board;

d. Provide for the maintenance of landscaping signs, monuments, fencing, retaining walls, water systems, brick pavers, lighting and other improvements located within the Common Area at the entranceways to the Property.

e. At its option, mow, care for, maintain vacant and unimproved portions of the Property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the Board to keep any vacant portions of the unimproved portions of the Property neat in appearance and in good order.

f. Make such improvements to the Common Area and provide such other facilities and Services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Articles of Incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping NeuHaven Subdivision a highly desirable residential community.

g. To deny an Owner access to the Common Area for such Owner's failure to pay assessments in accordance with the terms and conditions of this Declaration.

h. Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the Articles of Incorporation or the By-Laws.

4.7 Insurance. The Board shall also have the authority to and shall obtain comprehensive liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable and worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, and their respective employees and agents from liability and ensuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the Assessments required by and collected in accordance with Article 6. The Association shall be further responsible for maintaining such policies of insurance for the Common Area against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time as deemed prudent. The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice for the Association. The Insurance policies shall contain waivers of subrogation with respect to the Board, its employees, agents, owners and mortgagees.

4.8 Fidelity Insurance. The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. A management company holding reserve funds of the Association shall at all times maintain a separate account for each association, unless by contract the Board of the Association authorizes a management company to maintain

Association reserves in a single account with other associations for investment purposes. With the consent of the Board, the management company may hold all operating funds of associations which it manages in a single operating account, but shall at all times maintain records identifying all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company. A management company that provides common interest community association management services for more than one common interest community association shall maintain separate, segregated accounts for each common interest community association. The funds shall not, in any event, be commingled with funds of the management company, the firm of the management company, or any other common interest community association. The maintenance of these accounts shall be custodial, and the accounts shall be in the name of the respective common interest community association.

## **ARTICLE 5**

### **EASEMENTS AND PROPERTY RIGHTS**

5.1. Easements and Use and Enjoyment. An Easement is hereby declared and created over and upon the Common Area for the benefit of the entire Property, and every Owner shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Area, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions.

a. The right of the Association, in accordance with its By-Laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Area.

b. The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of Improving the Common Area. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board and by a majority of the Members, voting at a general or special meeting duly called and held in accordance with the By-Laws.

c. The right of the Association to dedicate or transfer all or any part of the Common Area or any utility system thereon to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the Members of the Board of Directors, has been recorded.

5.2 Rights of Occupants. All persons who reside on a Lot shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Lot, as provided in the By-Laws.

5.3. Utility Easements. The authorized telephone company, Commonwealth Edison Company, the authorized cable television company, Nicor, Village of Antioch, Illinois, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conducts, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment, into, over, under, on and through the Property for the purpose of providing utility services to the Property. Every Owner is also hereby granted an easement of ingress and egress over and upon the Common Area and any other Lot for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Owner's Lot.

5.4 Encroachments. In the event that (a) by reason of settlement, shifting or movement, any dwelling, garage or other improvement as originally constructed on any Lot or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Lot or upon the Common Area, or (b) by reason of such settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Owners, or (c) by reason of settlement, shifting or movement of utility, ventilation and exhaust systems as originally constructed, any mains, pipes, ducts. or conduits servicing any Lot or more than one Lot. encroach or shall hereafter encroach upon any part of any Lot or the Common Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Lot or Common Area to maintain, repair and replace such other Lot or Common Area to maintain, repair and replace such encroachment. are hereby established and shall exist for the benefit of such lot or the Common Area, as the case may be, so long as such dwelling, garage or other improvement shall remain standing, provided, however, that If any such dwelling, garage or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use in the Common Area be created in favor of any Owner of such encroachment or use was created by the intentional, willful or negligent conduct of any Owner or that of his agent.

5.5 Conservancy Lots/Conservancy Easements. Certain Lots located within the Property shall be conservancy lots ("Conservancy Lots") as indicated on the Plat of Subdivision which shall contain a conservation easement ("Conservation Easement") for the rear ten feet (10') to twenty feet (20') inward from the rear property lines of such Conservancy Lots. The Conservancy Lots shall be subject to planning restrictions as set forth below. The Association and Owners who own any of the Conservancy Lots as shown on the Plat of Subdivision shall comply with the following restrictions as requested by the Village of Antioch, Illinois ("Village") and the Illinois Department of National Resources ("IDNR"):

(a) All portions of the Conservation Easement shall be maintained in their natural, undisturbed condition;

(b) No man-made structures of any kind shall be constructed within the Conservation Easement unless shown on the final landscape plan and engineering drawings filed with the Village;

(c) No grading shall be conducted within the Conservation Easement except in accordance with applicable Village codes;

(d) No portion of the Conservation Easement shall be mowed, cultivated, sprayed or in any way disturbed without following the required procedures and approval of the Village; and

(e) All areas so designated within the Conservation Easement shall be kept free of debris by the Association and/or Owner.

5.6 Easement to Association. An easement is hereby declared, reserved and created over and upon the Common Area for the benefit of the Association and the Association shall have the right and easement of access to and of ingress and egress on, over, across, in, upon and to the Common Area for the purposes of maintaining the Common Area.

5.7 Watering Costs. The Association, its designees, successors and assigns, reserves the right to attach hoses and other water sprinkling devices to and obtain water from water faucets located on the outside of any Lot improvement in order to assist in caring out their duties and responsibilities as provided for herein. If said water faucets are "metered" to a particular Lot, the Owner of said Lot shall promptly be reimbursed by the Association as to said costs incurred. The method of implementation in the amount of said reimbursement shall be decided by the Board based upon estimated water use at current water rates and the Owners whose water is to be used will be notified by the Board prior to the beginning of each landscaping season.

5.8 Easements Run With the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and binding upon any owner, purchaser, mortgagee or to the person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

**ARTICLE 6**  
**COVENANT FOR ASSESSMENTS**

6.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due.

6.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area and the improvements thereon, for all truces, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws.

6.3. Assessment Procedure – Annual Assessment.

a. Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing twelve (12) months, which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Area, including but not limited to cost and expense relating to the repair, maintenance, and replacement of the Ponds provided for in the Stormwater Declaration, and for such other contingencies as the Board may deem proper, and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before the next January 1, following the preparation of the budget, and on the first day of each and every month for the next twelve (12) months, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before May 1 of each year, the Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and 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 or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association. Any excess of income over the sum of expenses plus reserves



may, at the discretion of the Board, be retained by the Association and shall be placed in a reserve account.

b. If said annual assessments prove inadequate for any reason, including non-payment of any Owner's assessments the Board may, subject to the limitations on the use of capital reserves in Paragraph 6.5, charge the deficiency against existing reserves, or levy a further assessment which shall be assessed equally against all Lots subject to assessment. The Board shall serve notice for such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.

c. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

d. If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its Members and specifically identify the subsequent assessments needed to offset this variance in future budgets.

e. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of subsection (c) or (f) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

f. Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total Members at a meeting called for that purpose.

g. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (e) and (f) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

h. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owners obligation to pay the maintenance costs and necessary reserves, as herein provided. Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

i. Each Member shall receive through a prescribed delivery method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.

6.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part the cost of constructing or purchasing a specified capital Improvement upon or to the Common Area and for the necessary fixtures and personal property related thereto, provided. that, unless otherwise provided in the By-Laws, any such assessments which in one (1) year exceed Twenty Five Thousand and No/100 Dollars (\$25,000,00) for all lots involved shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by the Members present at a general or special meeting duly called for that purpose or, in lieu of such Member's meeting, by an instrument signed by the Members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

6.5 Capital Reserves. To the extent the annual budget includes or establishes a reserve portion thereof or an amount specifically designated as a capital reserve, then that proportion of each installment of the annual assessments paid to the Association as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making repairs and replacements to the Common Area and the Improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder.

6.6 Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which requires approval of the Members shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. Twenty percent (20%) of the membership shall constitute a quorum.

6.7 Uniform Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

6.8 Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Board may determine a monthly late charge for all delinquent assessments as determined in its sole and exclusive discretion. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed by any action brought in the name of the Association. To the extent permitted by statute, the Board may bring an action in Forcible Entry and Detainer to collect any delinquent assessments. In addition, in the event an Owner fails to pay his/her assessments as provided in this Declaration, the Association shall have the right to deny such Owner's access to the Common Areas.

6.9 No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any claim by an Owner against the Association shall be by separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.

6.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a Lot who obtains title or comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

6.11 Collecting Association. The Association shall be the Collecting Association, as defined under the terms and conditions of the Master Association Declaration, with respect to the Property. The Association shall act as the agent for the Master Association for the purpose of collecting assessments under the terms and conditions of the Master Association Declaration from the Members of the Association at such times and in such amounts as shall be determined from time to time by the Master Association Board, as defined in the Master Association Declaration. The Association shall be required to remit funds to the Master Association if and

when funds are actually collected and received by the Association; provided, that, if the Association receives a partial payment of an amount due which is not sufficient to satisfy the amounts then due to both the Association under this Declaration and the Master Association under the terms and conditions of the Master Association Declaration, the Association shall remit to the Master Association an amount equal to that portion of the amount received which is equal to the ratio of: (i) the amount due to the Master Association to (ii) the total due to both the Master Association and the Association, multiplied by (iii) the amount actually received by the Association. The Association shall use reasonable efforts to collect amounts due to the Master Association with respect to each Unit, and shall pursue collection of delinquent amounts in the same manner as it pursues collection of delinquent amounts due to the Association for its own account. Notwithstanding the foregoing, the Association shall not be obligated to make payments to the Master Association except and to the extent the Association has actually received funds from a Unit Owner as provided for in this Paragraph, it being understood that the Association shall act merely as a Collection Agent for the Master Association with respect to the Property and shall use its best efforts to collect delinquent accounts, but shall not be in any way liable for payment of any amounts which are not successfully collected by the Association.

6.12 GAAP Accounting. The Association shall use generally accepted accounting principles in fulfilling any accounting obligation under the Common Interest Community Association Act.

## **ARTICLE 7** **EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS**

In addition to other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and the cost and expense of which shall be paid for by the Association from assessment funds:

7.1 Common Area. The Association shall maintain, repair, replace and manage the Common Area and all facilities, improvements and equipment thereon, and pay for all expenses and services in connection therewith, including without limiting the generality of the foregoing: landscape maintenance, comprehensive liability, hazard and other insurance, payment of all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, and such other services for the Common Area as the Board deems to be in the best interests of the Association and its Members.

## **ARTICLE 8** **RIGHTS OF FIRST MORTGAGEES**

8.1 In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary.

Unless at least fifty-one (51%) percent of the first mortgagees (based upon one vote for each first mortgage owned) of individual Lots (hereinafter referred to as "First Mortgagees") have given their prior written approval the Association shall not be entitled to:

a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvement thereon which are owned directly or indirectly by the Association for the benefit of the Lots and the Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer.

b. Change the method of determining the obligations, assessments, dues, reserves for maintenance, repair and replacement of Common Areas, or other charges which may be levied against a Lot and the Owner thereof as provided in Article 6, subject, however, to the provisions in Paragraph 8.5 hereof.

c. By act or omission waive, abandon or materially change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any dwelling or garage on a lot, the exterior maintenance of any such dwelling or garage, the maintenance of common fences and driveways, if any, or the upkeep of lawns and plantings on the Property.

d. Fail to maintain fire and extended coverage insurance on the insurable improvements in the Common Area in an amount not less than one hundred percent (100%) of the full insurable replacement cost.

e. Use hazard insurance proceeds for losses to any improvements to the Common Area for other than the repair, replacement or reconstruction of such improvements.

f. Change the responsibility for maintenance and repairs of the Common Area and/or Lots thereof as provided in Article 7

g. Change the interests in the Common Area or rights to their use

h. Change the voting rights of any Member of the Association

i. Impose any restrictions on a Lot Owner's right to self or transfer his or her lot

j. By act or omission, seek to terminate the legal status of the Association after substantial destruction or condemnation.

8.2 First Mortgagees shall have the right to examine the books and records of the Association at reasonable times upon reasonable notice.

8.3 First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

8.4 Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations hereunder or under the By-Laws or rules and regulations of the Association which is not cured within thirty (30) days.

8.5 First Mortgagees are entitled to timely written notice, if requested in writing of:

a. Any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage;

b. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which It holds the mortgage;

c. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association, and

d. Any proposed action that requires the consent of a specified percentage or eligible mortgage holders.

The request must include the Owners Association, stating both its name and address and the Lot address of the Lot it has a mortgage on this Article 8 may be amended only with the written consent of fifty percent (50%) of the First Mortgagees (based upon one vote for each first mortgage owned).

Notwithstanding anything herein to the contrary requiring approval of any mortgagee or lien holder of record, and if the mortgagee or lien holder of record receives a request to approve or consent to an amendment to the Declaration and/or By-Laws, the mortgagee or lien holder of record is deemed to have approved or consented to the request unless the mortgagee or lien holder of record delivers a negative response to the requesting party within sixty (60) days after the mailing of the request. A request to approve or consent to an amendment to the Declaration and/or By-Laws that is required to be sent to a mortgage or lien holder of record shall be sent by certified mail.

**ARTICLE 9**  
**ARCHITECTURAL CONTROL**

9.1 General Review and Approval. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property or upon any Lot, dwelling, garage or other improvement thereon, nor shall any exterior addition to or change or alteration therein be made, until written plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing by the Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. The Board may establish an architectural review committee which shall consist of up to five (5) (but not less than three (3) members), all of which shall be Owners and whom may or may not be members of the Board. The regular term of office for each member shall be one (1) year, coinciding with the annual meeting of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Review Committee may meet once in each calendar month, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. A majority of the committee members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person at a meeting of the Architectural Review Committee on any matter before it shall constitute the approval of the Committee. The Architectural Review Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. The Board may adopt rules and regulations governing the procedure utilized by the Architectural Review Committee. Except as otherwise provided herein, no structure, landscaping or other improvement shall be commenced or allowed on any portion of the Property unless it complies with the provisions of this Declaration and approved by the Board or Architectural Review Committee. All structures on the Property shall be of new construction.

9.2 Television Antenna. Notwithstanding the provisions of paragraph 9.1 herein, no outdoor television antenna shall be affixed to or placed upon the exterior walls or roof of any dwelling, garage or other improvement on a Lot or upon any other portion of a Lot or on any portion of the Common Area, except for a single television mast antenna, without express written consent of the Board.

9.3 Devices Designed for the Air Reception of Television Broadcast Signals. In compliance with Section 207 of the Telecommunications Act of 1996, and the rules and regulations promulgated thereby, devices designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution services or direct broadcast satellite services (collectively "Dishes") which promote a viewer's ability to receive video programming services, shall be permitted and may be affixed to or placed upon the exterior walls or roof of

any dwelling, garage or other improvement on a Lot, provided, however, Dishes shall be placed, to the extent feasible, in locations that are not visible from any street, provided that this placement permits reception of any acceptable qualify signal. Any and all Dishes permitted pursuant to this Section shall be installed in full compliance with all health, safety, fire and electrical codes, rules, regulations, ordinances, statutes and laws of the Federal Government, State of Illinois, Lake County and local municipalities and the Association (collectively “Health and Safety Laws”) All Dishes installed shall be properly grounded and installed in full compliance with all installation requirements of the manufacturer and all Health and Safety Laws. No Dishes shall be installed within the close proximity of any power lines. All Dishes installed, to the extent feasible, shall be painted or of such color so that the Dish blends into the background against which it is mounted, provided, however, said painting requirement does not prohibit or unreasonably interfere with the reception or signal received by the viewer. Notwithstanding anything contained herein to the contrary, the installation of any Dish shall be at the Owner's sole risk and sole cost and expense and, in the event the installation of any Dish causes any damage or destruction to any dwelling or other improvement or any Lot or voids or impairs any warranty which runs for the benefit of other Lot Owners or the Association, the Owner installing and owning said Dish shall be liable and responsible for and shall pay for any and all costs, expenses, fees and damages and repair any and all damage or destruction created thereby, including reasonable attorneys' fees and court costs. No Dish shall be affixed to, installed or placed upon the Common Area, and shall only be installed, affixed or placed upon the Common Area in conjunction with the Association's duly adopted rules and regulations. Notwithstanding anything contained herein to the contrary, any Owner installing and affixing any Dish to a Lot, improvement, dwelling or the Common Area hereby agrees to and shall indemnify, defend and hold the Association harmless from and against any and all costs, expenses, suits, damages, destruction to any real property or any person, including attorneys' fees and court costs, caused by, either directly or indirectly, the installation, affixing and maintaining, whether by said Owner or a third party contractor, of a Dish pursuant to this Declaration. This Section 9.3 shall be binding upon and inure to the benefit of each Owner and his/her heirs, successors and assigns and shall be effective upon recordation in the Office of the Lake County Recorder of Deeds.

9.4. Repair and Reconstruction. In the event of damage to or destruction of any dwelling, garage or other improvement on any Lot, the Owner or Owners from time to time of any such improvement covenant and agree that they will, within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of such structures in force at the time of such repair or reconstruction The exterior of such structure, when rebuilt shall be substantially the same as and of architectural design conformable with the exterior of such structure immediately prior to such damage or destruction. If an Owner fails to make the necessary repairs or reconstruction within thirty (30) days after written notice is sent, the Board may cause the same to be done and the cost thereof shall be charged to such Owner as his personal obligation and shall be a lien on his Lot.



**ARTICLE 10**  
**LEASE OF LOTS**

Any lease agreement between an Owner and a lessee shall be in writing and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. To verify this, a Rider, which can be obtained from the Board, must be signed and attached to every lease and returned to the Board Notwithstanding, no lease is to be less than thirty (30) days. The provisions of the Common Interest Community Association Act, the Declaration, By-Laws, other community instruments, and rules and regulations that relate to the use of an individual Lot or the Common Areas shall be applicable to any person leasing a Lot and shall be deemed to be incorporated in any lease. The Lot Owner leasing the Lot shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. Other than the foregoing, there is no restriction on the right of any Owner to lease any Lot it owns, subject to applicable provisions of the Master Association Declaration.

**ARTICLE 11**  
**RIGHTS OF VILLAGE OF ANTIOCH**

11.1. Easements. The Village is hereby granted an easement into, over, under, on and through the Common Areas and Lots for the purpose of repair, maintenance and replacement of the Common Areas. Such easement shall run with the land and shall remain in full force and effect.

11.2 Repair of Common Area. In the event the Association fails to maintain, repair and/or replace the Common Areas as set forth in this Declaration, the Village shall have the right but not the obligation to maintain, repair and replace the Common Areas in the event the Village takes on the responsibility of repairing, maintaining or replacing any portion of the Common Areas, the Village shall have the right to charge the costs thereof back to the Association. In addition, the Village shall have the right to record a lien upon the Property with the Office of the Recorder of Deeds of Lake County, Illinois in the event the Association fails to pay or reimburse the Village for the costs expended by the Village in accordance with the terms and conditions of this Section. In addition, the Village shall have the right to collect its reasonable attorney's fees and court costs in enforcing the terms and conditions of this Declaration as well as charge interest on monies advanced by the Village at the rate of eighteen percent (18%) per annum from the date incurred through the date in which the Village has been fully reimbursed.

11.3 Amendments. No amendment may be made to any provision contained in this Declaration, including this Article 11, which grants the Village rights without the prior written consent of the Village.

11.4 Common Areas and Easements. The Association shall be charged with the responsibility for the ownership and maintenance, landscaping, repair, restoration and upkeep of the Common Area, detention ponds and common drainage-ways, and may employ, retain or contract with appropriate entities or individuals as necessary to perform the obligations stated herein. Upon the failure of the Association to perform any of its maintenance duties or obligations relating to the common area drainage facilities within thirty (30) days after receipt of written notice from the Village to the Association mailed to the Association's last address known to the Village, the Village shall have the right, but not the obligation, to enter upon the Property and Common Areas to abate, correct, maintain or eliminate any nuisance or any violation of any Village ordinance, state, statute or other law at the expense of the Association, provided, however, that no notice shall be required in the event that the Village President or other Village Official designated from time to time by the President and Board of Trustees of the Village determines if an emergency exists, the Village may enter the Property and Common Area without first giving notice to the Association.

11.5. Village Easements. The Village is hereby granted a perpetual easement over the common area storm water management facilities, for purposes of maintenance of stormwater management facilities. The Village is also hereby granted a perpetual easement over all common areas as located for the purpose of maintaining or repairing the forgoing facilities should the Association fail to perform any and all reasonably required activities with respect to the preservation or maintenance of the drainage facilities in the event that the Association fails to do so in the appropriate manner.

The Village shall be reimbursed by the Association within thirty (30) days of receipt of an invoice for the cost of any work performed by the Village under the provisions of this Article 11. To the extent the Village is not reimbursed for such costs, the Village shall have lien rights, ratably on all the Lots. Should the Association not be formed, or should the Association be inactive without elected officers within the past twelve (12) months immediately preceding any such work, then the Village need not provide a demand for reimbursement before utilizing its right to lien the Lots.

## **ARTICLE 12** **USE OF TECHNOLOGY**

12.1 Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community instrument or any provision of the Common Interest Community Association Act may be accomplished using acceptable technological means. This Section governs the use of technology in implementing the provisions of any community instrument or any provision of the Common Interest Community Association Act concerning notices, signatures, votes, consents, or approvals.

12.2 The Association, Owners, and other persons entitled to occupy a Lot may perform any obligation or exercise any right under any community instrument or any provision of the Common Interest Community Association Act by use of acceptable technological means.

12.3 A signature transmitted by acceptable technological means satisfies any requirement for a signature under any community instrument or any provision of the Common Interest Community Association Act.

12.4 Voting on, consent to, and approval of any matter under any community instrument or any provision of the Common Interest Community Association Act may be accomplished by acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

12.5 Subject to other provisions of law, no action required or permitted by any community instrument or any provision of the Common Interest Community Association Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors.

12.6 If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.

12.7 This Article does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the Association to collect a common expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Common Interest Community Association Act.

### **ARTICLE 13** **GENERAL PROVISIONS**

13.1 Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at the highest interest permitted by law, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6. If any Owner, or his guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be

heard, levy a reasonable fine against such Owner, and such fine shall be added to and deemed a part of his assessment and constitute a lien on his lot and be enforceable as provided in Article 6.

13.2 Severability. Invalidation of any provision of this Declaration by Judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

13.3 Title in Land Trust. In the event title to any Lot is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfer of the beneficial interest of any such trust or any transfers of title of such Lot.

13.4 Amendments. The provisions of Article 5 and Paragraph 6.1, and this paragraph may be amended only by an instrument in writing setting forth such amendment signed and acknowledged by all Owners. Subject to Article 8, the remaining provisions of this Declaration may be amended by an instrument in writing setting forth such amendment signed and acknowledged by the voting Members having at least sixty-six and two thirds (66.67%) percent of the total votes of the Members or that is approved at a duly called and held general or special meeting of Members by the affirmative vote, either in person or by proxy, of the voting Members having at least sixty-six and two thirds (66.67%) of the total votes of the Members and containing a certification by an officer of the Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the Office of the Recorder of Deeds of Lake County, Illinois. Amendments to community instruments authorized to be recorded shall be executed and recorded by the President of the Board or such other officer authorized by the Association or the community instruments.

13.5 Headings. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires and the masculine the feminine and neuter and vice versa.

13.6 Mailing Address. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the common street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or

printed notice, deposited in the United States 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 shall be deemed delivered on the third (3rd) day after deposit in the United States mail.

13.7 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, all as shown on the records of the Association at the time of such mailing.

13.8 Binding Effect. Except for matters discussed in Article 8 of this Declaration, the easements created by this Declaration shall be of perpetual duration unless cancelled in a written document signed by ninety percent (90%) of the Owners. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

13.9 Building Codes. All structures within the Property shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village. If and to the extent there any conflicts between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Village, such conflicts shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance code, rules and regulations of the Village.

13.10 Fertilizers and Hazardous Materials. To minimize the costs of maintaining the storm water management system, to avoid pollution, and to protect downstream water quality, the application of lawn chemicals including pesticides, shall be held to a minimum. Owners will be held responsible for the application of lawn care chemicals to their Lot Lawn and garden fertilizers and soil amendments should be applied in accordance with recommendations developed through soil tests to avoid over application. All fertilizers, amendments, and pesticides should be applied at or below recommended rates. Granulated slow release fertilizers are recommended. The use of liquid fertilizers is discouraged because they are more soluble and more likely to damage the storm water management system Special care must be taken when using pesticides which are toxic to fish and aquatic organisms. In the event a storm water facility is being damaged by nutrient or chemical loading, the Association shall have the right, without notice, to enter upon any Lot tributary to that facility to obtain a soil sample for testing. When tests demonstrate that lawn chemicals have been applied at excessive rates, the Association may fine the Owner of each such Lot, which may cover the costs of the soil testing and repairing the damage to the storm water management facility. No Owner shall maintain or place, nor cause or permit to maintain or place, any hazardous substances upon the Property as defined by Section 3.14 of the Environmental Protection Act (415 ILCS 5/3.14). The Association shall have the right to cause the removal of any such hazardous substances at the sole cost and expense of the offending Owner.

13.11 Landscape Maintenance. To preserve the aesthetic appearance of the Property, no landscaping, grading, excavation or filling of any nature whatsoever shall be implemented or installed by any Owner, until the plans therefore have been submitted to and approved in writing by the Board or the Architectural Review Committee. No hedge or shrubbery planting or tree which have obstruct site lines of streets and roadways within the Property shall be placed or permitted to remain on any Lot where such hedge, shrubbery or tree interferes with traffic site lines, including site lines at the intersection of a driveway and a road or street within the Property. Except as otherwise provided in this Declaration, each Owner shall regularly mow and trim all areas within his Lot covered with ground cover and shall keep all areas within his Lot designed or intended for the proper drainage or detention for water, including sod lines and ditches unobstructed and shall mow and maintain such areas so as to keep such areas in good and functional condition. No trees, plantings, shrubbery, fencing, patio structure, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing rate, blocking or regarding or redirecting soils, ditches or drainage areas or otherwise.

13.12 Fences. No fences shall be located in any areas designated on the Plat of Subdivision as a landscape easement area. No fence shall be located in front of the line formed by the front of any improvement located upon a Lot, as extended to the side Lot lines. On corner Lots, side yard fences cannot extend beyond the building line setback. Fences on Lots that are adjacent to or have an exposure to Deercrest Drive and/or Route 173 are required to be identical in design and of the style approved by the Architectural Control Committee Fences on Lots that are adjacent to or have an exposure to Sprenger Park or other open space are required to be identical in design and of the style approved by the Architectural Control Committee Fences on Lots that border Mary's Park must have the identical fence that is installed at Mary's Park, and are not subject to the requirement along Deercrest Drive. All fences constructed upon the Property, shall be in accordance with Village ordinances, shall not be more than four feet (4') high and shall be approved by the Board or the Architectural Review Committee.

13.13 Basketball Hoops. Basketball hoops must be installed in accordance with the then current rules and regulations of the Association and approved by the Board, or the Architectural Review Committee.

13.14 Wetlands and Buffer Areas. Certain portions of the Common Area have been identified by the Army Corps of Engineers as wetland areas. In addition, the Common Area includes land surrounding these wetland areas called buffer areas. The use of these wetland and buffer areas is subject to strict compliance with the provisions of this Declaration, the By-laws and the Rules and Regulations of the Association and any guidelines or mandates promulgated by the Army Corps of Engineers or any other governmental agency. It is the responsibility of the Association to maintain and enforce any such provisions and/or mandates.

**ARTICLE 14**  
**ILLINOIS DEPARTMENT OF NATURAL RESOURCES NADJRAI AREA**

The property immediately adjacent to the Property to the northwest and north is owned by the Illinois Department of Natural Resources (“IDNR and is commonly known as the Redwing Slough-Deer Lake State Natural Area (“Natural Area”) The Natural Area is governed by the IDNR in accordance With the Illinois Endangered Species Protection Act (520 ILCS 10/11), Illinois Natural Areas Preservation Act (525 ILCS 30/17) and Title 17 of the Illinois Administrative Code, Part 1075 Access to the Natural Areas is governed by the IDNR and is legally permissible only by permit issued by IDNR as regulated by its policies. Any unauthorized access to the Natural Area constitutes an act of criminal trespass and violators are subject to arrest and, upon conviction, such finds as established by Law. Based upon the fact that the Natural Area is the home of a variety of wildlife and vegetation protected by the above referenced statutory sections, the IDNR is understandably concerned about the increased potential for unauthorized use of the Natural Area by future residents within the Association. All owners, family members, tenants, guests invitees, servants and agents shall refrain from any trespass onto the Natural Area adjacent to the Property and the designated wetland areas located on the Property which would be in violation of any law or governmental code or regulation governing the, Natural Area and the designated wetland -areas included within the Property

**ARTICLE 15**  
**WETLAND CONSERVANCY AREAS**

All areas designated on the Plat of Subdivision as “wetland conservancy areas” located upon the Lots or the Common Areas within the Property shall be maintained in their natural, undisturbed condition, and no man-made structures of any kind shall be constructed thereon In addition, no grading shall be permitted on any conservancy areas, except according to the final landscape plans for the Property and in accordance With the appropriate Village regulations. All natural vegetation located within the wetland conservancy areas shall be preserved and maintained and should not be mowed, cultivated, sprayed or in any way disturbed without following the required procedures of the Village.

{SIGNATURE PAGES FOLLOW}

**PRESIDENT'S SIGNATURE PAGE**

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF LAKE                    )

I, \_\_\_\_\_, am the President of the Board of Directors of the NeuHaven Homeowners Association, an Illinois not-for-profit corporation and Common Interest Community Association established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Homeowners Association, in accordance with Section 1-20(b) of the Illinois Common Interest Community Association Act.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
President of the NeuHaven  
Homeowners Association

SUBSCRIBED AND SWORN to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public



**BOARD SIGNATURE PAGE**

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF LAKE                    )

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the NeuHaven Homeowners Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Homeowners Association, pursuant to Section 1-60(a) of the Illinois Common Interest Community Association Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Homeowners Association, at a duly called meeting of the Board of Directors of the NeuHaven Homeowners Association held on \_\_\_\_\_, 202\_\_.

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

Being at least 2/3 of the members of the Board of Directors of NeuHaven Homeowners Association

**AFFIDAVIT OF SECRETARY**

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF LAKE                    )

I, \_\_\_\_\_, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of NeuHaven Homeowners Association and keeper of the books and records of said Association. I further state that the foregoing Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Homeowners Association, was approved by at least two-thirds (2/3) of the members of the Board of Directors of said Association, pursuant to Section 1-60(a) of the Illinois Common Interest Community Association Act, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on \_\_\_\_\_, 202\_\_ at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect. I further state the members of the Association did not file a petition with the Board, pursuant to the requirements of Section 1-60(c) of the Illinois Common Interest Community Association Act, objecting to the adoption of this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Homeowners Association.

\_\_\_\_\_  
Secretary of the NeuHaven Homeowners  
Association

SUBSCRIBED AND SWORN to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**[to be inserted prior to recording]**

**EXHIBIT "B"**

**AMENDED AND RESTATED BY-LAWS OF THE  
NEUHAVEN HOMEOWNERS ASSOCIATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the not-for-profit corporation is the NeuHaven Homeowners Association ("Association"). The principal office of the Association shall be located at Antioch, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of Lake as may be designated by the Board of Directors ("Board").

**ARTICLE II  
BOARD OF MANAGERS**

**Section 1. Board of Managers (Board of Directors).**

(a) The Board of Directors, also known as the Board of Managers, shall consist of three (3) persons who shall be appointed or elected in the manner herein provided, or such greater number as may be determined by Board resolution. Such members of the Board of Directors need not be an Owner. Each member of the Board shall be a Lot Owner and shall reside on the Property, provided, however, that in the event a Lot Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside on the Property. If there are multiple Owners of a single Lot, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time, unless the Lot Owner owns another Lot independently.

(b) Elections shall be held in accordance with the community instruments, provided that an election shall be held no less frequently than once every twenty-four (24) months, for the Board of Directors from among the membership of the Association. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The two (2) persons receiving the highest number of votes at the first annual meeting were elected to the Board for a term of two (2) years and the person receiving the next highest number of votes was elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors were and shall hereafter be elected for a term of two (2) years each, provided, however, Board members may succeed themselves. Members of

the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the membership or until Members holding twenty percent (20%) of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Members holding twenty percent (20%) of the votes of the Association requesting such a meeting. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings at which a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may from time to time adopt.

(c) Upon proof of purchase, the purchaser of a Lot from a seller other than the developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the Lot, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, and shall have the right to vote for the members of the Board of the Association, and to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights.

(d) If no election is held to elect Board members within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then twenty percent (20%) of the Members may bring an action to compel compliance with the election requirements specified in the By-Laws or operating agreement. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board of Directors, the Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this provision does not apply.

Section 2. Electronic Voting in Elections. The Association may, upon adoption of the appropriate rules by the Board, conduct elections by electronic or acceptable technological means. If the Board adopts such rules, Members may not vote by proxy in Board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all Members not less than ten (10) and not more than thirty (30) days before the election meeting. The instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the Member shall state that a Member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Member.

Section 3. Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Declaration and By-Laws, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary, a Treasurer who shall keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. Provided, however, no officer shall be elected for a term of more than two (2) years. However, any officer may succeed himself in any office.

Section 4. Removal. Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose.

Section 5. Meetings. The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. The Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is within the sole discretion of the Board. Special meetings of the Board may be called by the President, by twenty-five percent (25%) of the members of the Board, or by any other method that is prescribed in the community instruments. Except to the extent otherwise provided by the Common Interest Community Association Act, the Board shall give the Members notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the common areas of the common interest community at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more Lots, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. The Board shall give Members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting, unless otherwise provided in Section 1-45(a) or any other provision of the Common Interest Community Association Act. Meetings of the Board shall be open to any Lot Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a Member's or Lot Owner's unpaid share of common expenses, or (vi) to consult with the

association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

Section 6. General Powers of the Board. In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation and the duties, and powers enumerated herein and in its Articles of Incorporation and Declaration, or elsewhere provided for, and without hurting the generality of the same, the Association shall have the following duties and powers:

- (a) preparation, adoption and distribution of the annual budget for the Property;
- (b) levying of assessments,
- (c) collection of assessments from members;
- (d) owning, conveying, encumbering, leasing and otherwise dealing with Lots conveyed to or purchased by it;
- (e) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (f) to have access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to other Lot or Lots or for inspection of the Lots to ensure compliance with the terms and conditions of the Declaration;
- (g) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Area. rather than merely against the interests therein of particular Lot Owners. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred (including attorney's fees, if any) by the Board by reason of said lien or liens shall be specially assessed to said Lot owner or Lot Owners,
- (h) to maintain and repair any lot if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Area or any other portion of the Property, and a Lot owner of any Lot that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Lot Owner, provided that the Board shall levy a special assessment against such Lot Owner for the cost of said maintenance or repair,

(i) The Board shall have the power to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Common Area and to charge all expenses incurred in connection therewith to the Association

(j) the Board's powers hereinabove enumerated and described In the Declaration, shall be limited m that the Board shall have no authority to acquire and pay for any structural alterations, additions to or improvements of the Lots requiring an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00), Without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes,

(k) all agreements, contracts, deeds, leases, vouchers, for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and In such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board;

(l) the Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance. administration, management. operation, use, conservation and beautification of the Property, and for the health, comfort. safety and general welfare of the Lot Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Lot Owners and Occupants and the Property shall at all times be maIntalned subject to such rules and regulations;

(m) the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board;

(n) The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Members or Lot Owners for violations of the Declaration, By-Laws, operating agreement, and rules and regulations of the Association;

(o) The Board shall have the authority to establish and maintain a system of master metering of public utility services to collect payments in conjunction therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act;

(p) nothing hereinabove contained shall be construed to give the Board, Association, or Lot Owners authority to conduct an active business for profit on behalf of all the Lot Owners or any one of them;

(q) no action to incorporate the Association as a municipality shall commence until an instrument agreeing to incorporation has been signed by two-thirds (2/3) of the Members;



(r) The Association may not enter into a contract with a current Board member, or with a corporation, limited liability company, or partnership in which a Board member or a member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to Members within twenty (20) days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parents, siblings, and children.

### **ARTICLE III** **COMMITTEES**

Section 1. The Board, by resolution adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of one (1) or more members of the Board; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association, but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him by law.

Section 2. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Lot owners, and the President of the Association, shall appoint the members thereof. Any member thereof may be removed whenever in the Judgment of the Board the best interests of the Association shall be served by such removal.

Section 3. Each member of a committee shall continue as such until the next annual meeting of the Board or until his successor is appointed and shall have qualified or until the Board shall relieve him from his role as a committee member, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

Section 4. One (1) member of each committee shall be appointed chairman.

Section 5. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

Section 6. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority

of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board.

#### **ARTICLE IV MEMBERSHIP MEETINGS**

A. Meetings of the Lot Owners shall be held at the principal office of the Association or at such other place in the Village of Antioch, Illinois, as may be designated in any notice of a Meeting, any Lot owners in writing may waive notice of a meeting or consent to any action of the Association without a Meeting. Twenty percent (20%) of the membership shall constitute a quorum. Notice of any membership meeting shall be given detailing the time, place, and purpose of such meeting no less than ten (10) and no more than thirty (30) days prior to the meeting through a prescribed delivery method.

B. Special Meetings of the Lot Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all, or some of the Lot Owners, or for any other reasonable purpose. Special meetings of the membership may be called by the President, the Board, twenty percent (20%) of the membership, or any other method that is prescribed in the community instruments.

C. The membership shall hold an annual meeting. The Board of Directors may be elected at the annual meeting.

D. A Member may vote:

- (1) by proxy executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the community instruments or the written proxy itself provide otherwise, proxies will not be valid for more than eleven (11) months after the date of its execution; or
- (2) by submitting an Association-issued ballot in person at the election meeting; or
- (3) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration or By-Laws; or
- (4) by any electronic or acceptable technological means.

Votes cast under any paragraph of this subsection are valid for the purpose of establishing a quorum.

Where there is more than one owner of a Lot and there is only one Member vote associated with that Lot, if only one of the multiple Owners is present at a meeting of the membership, he or she is entitled to cast the Member vote associated with that Lot.

## ARTICLE V BOOKS AND RECORDS

A. The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Member or Unit Owner, their mortgagees, and their duly authorized agents or attorneys:

- (1) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the Board shall be available.
- (2) 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 Board shall be maintained.
- (3) The minutes of all meetings of the Board which shall be maintained for not less than 7 years.
- (4) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Members, which shall be maintained for not less than one year.
- (5) With a written statement of a proper purpose, such other records of the Board 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.
- (6) With respect to Lots owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Member or Lot Owner and a designation shall remain in effect until a subsequent document is filed with the Association.
- (7) Any reserve study.

B. A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.

C. The Association shall also provide, upon written request by any holder, insurer or guarantor of any first mortgage that is secured by a Lot within the Property, a copy of an audited financial statement for the preceding fiscal year.

D. In the event of any resale of a Lot by a Member or Lot Owner other than the developer, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

- (1) A copy of the Declaration, other instruments, and any rules and regulations.
- (2) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing.
- (3) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.
- (4) A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.
- (5) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.
- (6) A statement of the status of any pending suits or judgments in which the Association is a party.
- (7) A statement setting forth what insurance coverage is provided for all Members or Lot Owners by the Association for common properties.

The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within thirty (30) days after receiving a written request for such information.

A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or the Board to the Lot seller for providing the information.

## **ARTICLE VI** **AMENDMENTS**

These By-Laws may be amended or modified from time to time by action or approval of the Lot Owners entitled to cast two-thirds (2/3) of the total votes computed as provided in Section 4.2 of the Declaration. Such Amendments shall be recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

## **ARTICLE VII** **INTERPRETATION**

In the case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.