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Doc#: 0731142048 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/07/2007 10:28 AM Pg: 1 of 13

1-8386411
THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Brian M. Fornek
Fornek & Associates, P.C.
201 Houston Street, Suite 300
Batavia, Illinois 60510

CL

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR NATHAN'S GLENN HOMEOWNERS ASSOCIATION

THIS AMENDMENT (the "Amendment") is made this 24th day of July, 2007, by G. Meese & Associates, Ltd, an Illinois corporation (hereinafter referred to as the "Declarant").

PREAMBLES:

A. Declarant is the owner in fee simple of a certain parcel of real estate in Barrington Township, County of Cook, State of Illinois, legally described in Exhibit "A", attached hereto and incorporated herein (the "Property"), which Property is subject to a Declaration of Covenants, Conditions, Easements, and Restrictions For Nathan's Glenn Homeowners Association, recorded April 10, 2006 as Document No. 0610044056;

B. Declarant and Developer herein after defined have determined that it is appropriate and desirable to grant certain Owners of Lots abutting the South retention area rights to landscape, construct decks, and maintain said limited areas as the expense to the Association will be reduced without the loss of any meaningful utility of such areas by all other Owners.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, transferred, occupied and conveyed subject to the following Amendment as well as the covenants, conditions, easements and restrictions of the Declaration, 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

The name of the Association is hereby changed to Nathan's Glen Homeowners Association.

BOX 333-CT1

13hC

P-18

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ARTICLE 2

A new Section 5.6 of Article 5 of the Declaration is created which shall provide as follows:

5.6 EASEMENT CREATED FOR LOTS ADJOINING SOUTH RETENTION POND. An easement is hereby created and granted in favor of the Owners of Lots 6, 7, and 8 which abut Outlot "C" to construct above ground decks up to the normal high water level of said retention area. Any Owner utilizing said easement agrees to be and shall be bound by the following conditions:

- a. All decks shall not materially impede or interfere with the storm water management functions of Outlot "C";
- b. Each Owner utilizing this easement shall be responsible, at its sole cost and expense, for the maintenance of Outlot "C" to the normal high water level for those land areas between said Owner's Lot and Outlot "C" without reimbursement from the Association,
- c. All Owners utilizing the easement granted herein shall provide the Association annually with a Certificate of Insurance which shall include all portions of all decks on Outlot "C" and which shall name the Association as an additional insured. The Certificate of Insurance shall have such general liability coverage as is included in the Owner's Homeowners Policy

It is confirmed that the Drainage and Utility Easement existing on and between Lots 7 and 8 also constitute an access easement for all Owners to access to Outlot "C".

ARTICLE 3

The provisions of this Amendment shall supersede and control over any conflicting provisions of the Declaration.

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IN WITNESS WHEREOF, G. Meese & Associates, Ltd., an Illinois corporation, has caused its name to be signed to these presents as of the date and year first above mentioned.

G. Meese & Associates, Ltd.,
an Illinois corporation

By: 
Gerald D. Meese

Its: President

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION: NATHAN'S GLENN SUBDIVISION, BEING A SUBDIVISION OF PART OF NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 01-22-201-010-0000 AND 01-22-201-012-0000

COMMONLY KNOWN AS: NATHAN'S GLENN SUBDIVISION

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EXHIBIT B

SUBDIVISION PLAT

TO BE RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS
AS DOCUMENT NUMBER:

0601027121

Property of Cook County Clerk's Office

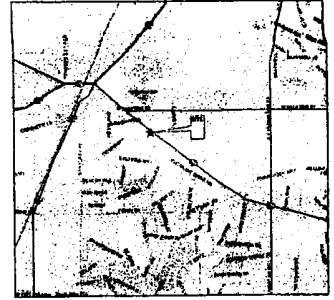
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CONSULTING, INC.

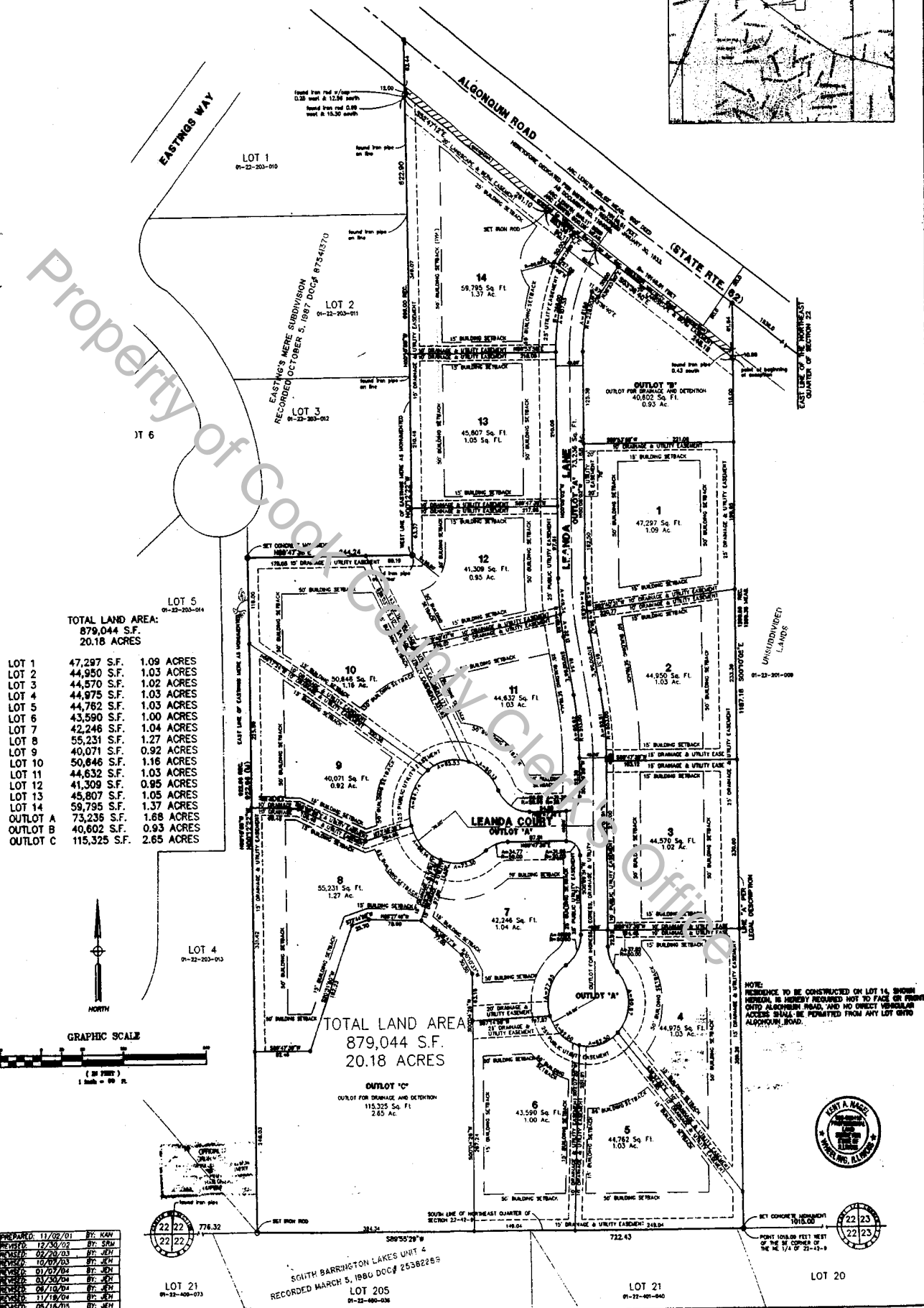
FINAL PLAT OF PLANNED UNIT DEVELOPMENT

NATHAN'S GLENN SUBDIVISION

BEING A SUBDIVISION OF PART OF NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

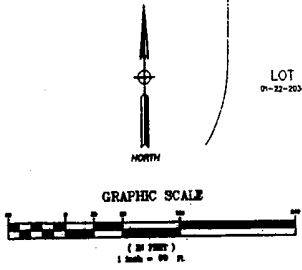


Drawn: 08/08/07 JLS File: 0140.00
Signed: 08/08/07 JLS
Cook County Recorder of Deeds
Date: 07/18/08 Sheet No. 6



TOTAL LAND AREA:
879,044 S.F.
20.18 ACRES

LOT 1	47,297 S.F.	1.09 ACRES
LOT 2	44,950 S.F.	1.03 ACRES
LOT 3	44,570 S.F.	1.02 ACRES
LOT 4	44,975 S.F.	1.03 ACRES
LOT 5	44,762 S.F.	1.03 ACRES
LOT 6	43,590 S.F.	1.00 ACRES
LOT 7	42,246 S.F.	1.04 ACRES
LOT 8	55,231 S.F.	1.27 ACRES
LOT 9	40,071 S.F.	0.92 ACRES
LOT 10	50,846 S.F.	1.16 ACRES
LOT 11	44,632 S.F.	1.03 ACRES
LOT 12	41,309 S.F.	0.95 ACRES
LOT 13	45,807 S.F.	1.05 ACRES
LOT 14	59,795 S.F.	1.37 ACRES
OUTLOT A	73,235 S.F.	1.68 ACRES
OUTLOT B	40,602 S.F.	0.93 ACRES
OUTLOT C	115,325 S.F.	2.65 ACRES



TOTAL LAND AREA:
879,044 S.F.
20.18 ACRES

RECORDED: 11/02/01	BY: GAW
RECORDED: 12/20/02	BY: SIK
RECORDED: 02/20/03	BY: JEH
RECORDED: 10/09/03	BY: JEH
RECORDED: 01/07/04	BY: JEH
RECORDED: 03/20/04	BY: JEH
RECORDED: 07/13/04	BY: JEH
RECORDED: 11/18/04	BY: JEH
RECORDED: 06/18/05	BY: JEH

NOTE: RESIDENCE TO BE CONSTRUCTED ON LOT 14, SHOWN HEREIN, IS HEREBY REQUIRED NOT TO FACE OR FRONT ONTO ALGONQUIN ROAD, AND NO DIRECT VEHICULAR ACCESS SHALL BE PERMITTED FROM ANY LOT ONTO ALGONQUIN ROAD.



FINAL PLAT OF PLANNED UNIT DEVELOPMENT
NATHAN'S GLENN SUBDIVISION
ALGONQUIN RD, BARRINGTON TOWNSHIP
COOK COUNTY, ILLINOIS

CONSULTING, INC.
BIRACON & GEBOV
CONSULTING CIVIL ENGINEERS & LAND SURVEYORS
300 WILSON AVE DEERFIELD, ILLINOIS 60015 TEL (847) 212-1133 FAX (847) 212-1177

SHEET 1 OF 2
ALL DISTANCES IN FEET AND DECIMAL PARTS THEREOF, ARE ASSUMED TO BE ASSURED FROM BEARING.

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ENGINEERING CONSULTING, INC. FINAL PLAN OF PLANNED UNIT DEVELOPMENT

NATHAN'S GLENN SUBDIVISION

BEING A PORTION OF PART OF NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

THIS PLAN HAS BEEN APPROVED BY THE ALDERMAN DEPARTMENT OF TRANSPORTATION... DISTRICT ENGINEER

State of Illinois... County of Cook... Approved by the Cook County Board of Commissioners... President

State of Illinois... County of Cook... This instrument filed for record on the Recorder's Office of Cook County, Illinois, this day of... A.D. 2005...

State of Illinois... County of Cook... I, [Name], County Clerk of Cook County, Illinois, do hereby certify that there are no delinquent unpaid taxes and no irrevocable tax sales against any of the land included in the attached plan...

State of Illinois... County of Cook... To the best of my knowledge and belief, the addresses of the parties herein will not be changed by the construction of the subdivision... Dated this 28th day of August, A.D. 2005...

State of Illinois... County of Cook... I, [Name], County Clerk of Cook County, Illinois, do hereby certify that the above subdivision is in accordance with the plat recorded as [Number]... Dated this 25th day of August, A.D. 2005...

State of Illinois... County of Cook... I, [Name], County Clerk of Cook County, Illinois, do hereby certify that [Name] is the President of [Organization]... Dated this 25th day of August, A.D. 2005...

State of Illinois... County of Cook... Approved by the President of the Board of Trustees of the Village of South Barrington, Cook County, Illinois... Dated this 25th day of August, A.D. 2005...

REFER TO DECLARATION OF HOME OWNERS ASSOCIATION FOR DEFINITION OF OULIETS

EASEMENT PROVISIONS An easement for serving the subdivision and other property with electric and communication service is hereby reserved to and granted to Commonwealth Edison Company... American S.B.C. s.s.a. Shale Ball Company, Granite...

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE NORTHERN ILLINOIS GAS COMPANY

ITS SUCCESSORS AND ASSIGN TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE PIPELINE, GAS MAINS AND SERVICE PIPES... I HEREBY CERTIFY THAT THE ABOVE EASEMENT IS IN ACCORDANCE WITH THE NECESSARY STATE STATUTES...

State of Illinois... County of Cook... I, Kent A. Hepp, an Illinois Professional Land Surveyor, do hereby certify that I surveyed and subdivided the [Number] property to wit:

THAT PART OF NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 1/4 ACRES... BEARING S 89° 58' 00" W 100.00 FEET TO THE POINT OF BEGINNING... BEARING S 89° 58' 00" W 100.00 FEET TO THE POINT OF BEGINNING...

I further certify that the attached plat is a true and correct representation of said survey and subdivision... Dated at Wood Dale, Ill. this 10th day of August, A.D. 2005...



This plat submitted for recording by: [Name], [Address], [City]

Table with columns: PREPARED, REVISION, DATE, BY. Lists various revisions and dates.

COOK COUNTY, ILLINOIS logo and address information.

ENGINEERING CONSULTING, INC. logo and contact information.

SHEET 2 OF 2 and recording information.

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EXHIBIT C

BY-LAWS OF THE

NATHAN'S GLENN HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the not-for-profit corporation is the Nathan's Glenn Homeowners Association ("Association"). The principal office of the Association shall be located in Barrington Township, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of Cook as may be designated by the Board of Directors ("Board").

ARTICLE II

BOARD OF MANAGERS

Section 1. Administration of Property Prior to Election of Initial Board of Managers. Until the election of the initial Board of Managers, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Managers by law and in the Declaration and By-Laws shall be held and performed by the Declarant. The election of the initial Board of Managers shall be held thirty (30) days after the occurrence of one of the following events:

- (a) Twenty (20) years from the date of the Declaration;
- (b) The sale and conveyance of legal title to all of the lots to owners other than Declarant or an assignee of Declarant; or
- (c) Declarant elects voluntarily to turn over to the members the authority to appoint a Board. Within sixty (60) days following the election of a majority of the Board of Managers other than the Declarant, the Declarant shall deliver to the Board of Managers:

Within sixty (60) days following the election of a majority of the Board of Managers other than the Declarant, the Declarant shall deliver to the Board of Managers:

- (1) All original documents pertaining to the Property (as defined in the Declaration) and its administration such as the Declaration, ByLaws, Articles of Incorporation, minutes and any rules or regulations governing the Property.
- (2) A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Association;
- (3) Association funds, which shall have been at all times segregated from any other monies of the Declarant;

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- (4) A schedule of all personal Property, equipment and fixtures belonging to the Association, including documents transferring the Property;
- (5) Any contracts, leases, or other agreements made prior to the election of a majority of the Board of Managers other than the Declarant by or on behalf of Lot Owners.

Section 2. 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. 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 unless he is a Board member nominated by the Declarant.

(b) At the initial meeting, the Voting Members shall elect three (3) Board Members. 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. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the person receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year term. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall 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. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting or at a special meeting of the Voting Members called for such purpose. 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.

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 to 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

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by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose, such meeting to be held within thirty (30) days after the special meeting which removed the Board-member.

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. Meetings of the Board shall be open to any Lot Owner, notice of any such meeting shall be received at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

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 limiting 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;
- (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.

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(j) the Board's powers hereinabove enumerated and described in the Declaration, shall be limited in 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 Five Thousand Dollars (\$5,000.00), 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 maintained 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) 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;

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.

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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 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.

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 ByLaws, require the approval of all or some of the Lot Owners, or for any other reasonable purpose. Said Meetings shall be called by written notice, authorized by a majority of the Board or by the Lot Owners having one-fourth (1/4) of the total votes, and delivered not less than five (5) days prior to the date fixed for said Meeting. The Notices shall specify the date, time and place of the Meeting and the matters to be considered.

C. At any Meeting of the Lot Owners, a Lot Owner, entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. go proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE V

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Lot owner and their mortgagees. The Articles and the Declaration and By-Laws of the Association shall be available for inspection by any Lot Owner at the principal office of the Association, where copies may be purchased at reasonable cost. 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.

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ARTICLE V

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 3.1. Such Amendments shall be recorded in the Office of the Recorder of Deeds of Cook 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.

Property of Cook County Clerk's Office