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Doc#: 0733418050 Fee: \$128.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/30/2007 01:04 PM Pg: 1 of 53

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**DECLARATION OF RESTRICTIVE COVENANTS
OF
LONGMEADOW LAKE RESIDENCES**

This **DECLARATION** is made and entered this 13th day of November, 2007, by and among the persons whose signatures are affixed hereto (hereinafter known individually as an "Owner", and collectively as the "Owners").

WHEREAS, each Owner owns the parcel of land legally described under such Owner's name on Exhibit A (the parcel owned by each Owner shall be hereinafter referred to as such "Owner's Parcel").

WHEREAS, each Owner owns a portion of Longmeadow Lake (the "Lake") and the Owner's collectively own all of the Lake and all of the land which is contiguous to the Lake.

WHEREAS, each Owner has deemed it desirable and necessary, for the efficient operation and maintenance of the Lake and the preservation of the value of each Owner's property that (a) the such Owner's Parcel be subject to certain covenants, rules and restrictions relating to the use, care and maintenance of the Lake, (b) that certain easements be created with respect to the Lake for the use and benefit of each other Owner, and (c) that an entity be created to which should be delegated and assigned the powers to (i) maintain the Lake, (ii) enforce the covenants, rules and restrictions relating to the Lake, (iii) set and collect the assessments to cover the expenses of operating the Lake, and (iv) create new rules as necessary to preserve the health and beauty of the Lake and its ecosystem for the benefit of all of the Owners.

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WHEREAS, the Owners have organized the Longmeadow Lake Property Owners Association, hereinafter referred to as the "Association", an Illinois not-for-profit corporation, for the purpose of exercising the functions aforesaid.

NOW THEREFORE, each Owner hereby declares that such Owner's Parcel is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easement, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used in this Declaration, any Supplemental Declaration and other documents related thereto:

"Assessment" means such amounts as are required by the Association for payment of the Common Expenses and levied against the Owners by the Association in accordance herewith.

"Association" means Longmeadow Lake Property Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

"Association Board" means the Board of Directors of the Association.

"Bylaws" means the bylaws of the Association attached hereto as Exhibit B.

"Common Elements" means any property, real, personal or mixed, owned or leased by the Association, and those areas so designated from time to time by the Owners, intended to be devoted to the common use and enjoyment of the Owners.

"Common Expense" means all expenses incurred by the Association incurred in connection with (i) maintaining the Lake and the Shoreline Area, (ii) enforcing the covenants and the Rules and Restrictions relating to the Lake and the Shoreline Area, and (iii) setting and collecting the assessments to cover the expenses of operating and maintaining the Lake and the Shoreline Area, and for carrying out the responsibilities of the Association as set forth herein, together with any expenses which are the specific responsibility of an individual Owner which are paid by the Association and charged to the responsible Owner as a Personal Charge for reimbursement.

"Declaration" means this instrument as extended or supplemented from time to time in the manner herein provided.

"Household" shall mean those who dwell under the same roof and constitute a family.

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“Lake” means Longmeadow Lake.

“Member” means all those persons or entities who are members of the Longmeadow Lake Property Owners Association as hereinafter provided.

“Occupant” means any person or persons in possession of any Owner’s Parcel.

“Owner” shall have the meaning given to such term in the opening paragraph of this Declaration, but shall also mean any other person, firm, corporation, partnership, association or other legal entity, or any combination thereof, which may hereafter acquire of record a fee interest in any Owner’s Parcel or any portion thereof. For purposes hereof, the owner of each of the four (4) subdivided parcels constituting the parcel commonly known as 4 Longmeadow Road, Winnetka, Illinois and legally described on Exhibit A shall constitute an Owner hereunder.

“Personal Charge” means any expense of charge of the Association for which a specific Owner is liable.

“Owner’s Parcel” means, for each Owner, the Parcel owned by such Owner and legally described on Exhibit A beneath such Owner’s name on Exhibit A. For purposes hereof, each of the four (4) subdivided parcels constituting the parcel commonly known as 4 Longmeadow Road, Winnetka, Illinois and legally described on Exhibit A shall constitute a separate Owner’s Parcel hereunder.

“Rules and Regulations” means rules and regulations regarding the maintenance and care of the health and beauty of the Lake or the Shoreline Areas and their ecosystems which may be adopted or amended by the Association Board from time to time.

“Shoreline Area” for each Owner’s Parcel means a ten (10) foot strip of land on such Owner’s parcel running parallel to shoreline.

ARTICLE II

ASSOCIATION

Section 1. Organization of Association. The Owners have caused the Association to be organized for the purpose of exercising the powers and responsibilities set forth herein.

Section 2. Powers and Duties of the Association. The Association shall have the following authority, powers and duties: (i) to maintain the Lake and the Shoreline Area, (ii) to enforce the covenants and Rules and Regulations relating to the Lake and the Shoreline Area, (iii) to prepare, adopt and distribute an annual budget for the costs of performing the Association’s duties hereunder, (iv) to set and collect the assessments to cover the expenses of operating and maintaining the Lake and the Shoreline Area and their ecosystems and to impose and collect charges for the late payment of the same, (v) to expend funds in fulfillment of its duties hereunder, (vi) to obtain appropriate insurance on behalf of the Owners to mitigate the

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risks of ownership and operation of the Lake, and (iv) create new Rule and Regulations as necessary to preserve the Lake and the Shoreline Area and their ecosystems for the benefit of all of the Owners. The Association, through action of the Association Board, may acquire, hold, lease (as lessor or lessee), operate and dispose of tangible and intangible personal property and real property in fulfillment of the foregoing powers and duties. In fulfillment of the foregoing powers and duties, the Association shall have authority to enter into various agreements with such parties and for such consideration or no consideration as the Association Board deems appropriate for the provision of goods or services. The authority of the Association shall include the authority to commonly clean and remove debris from the Lake and Shoreline Area located on each Owner's Parcels and to either treat the costs of doing so as a Common Expense or to assess such costs against the individual Owners as a Personal Charge on some other basis reasonably determined by the Board. The Association shall maintain detailed records of all receipts and expenditures of Association funds.

Section 3. Association Board. The Association shall be governed by the Association Board, as more fully set forth in the Bylaws.

Section 4. Membership. Every Owner shall be a Member of the Association and shall be entitled to the privileges of Membership.

Section 5. Voting Rights. Each Owner shall be entitled to one (1) vote for each Owner's Parcel owned by such Owner. When more than one person and/or entity holds such interest, the vote for such Owner's Parcel shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Owner's Parcel.

Section 6. Insurance.

(a) The Association, acting through the Association Board or its duly authorized agent, may obtain and continue in effect such insurance as the Association Board may determine.

(b) Each Owner shall maintain comprehensive general liability insurance against claims for bodily injury, personal injury, death or property damage occurring on, in or about the such Owner's Parcel, including the Lake, such insurance to afford protection of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with respect to bodily injury, personal injury, death to persons, and not less than \$1,000,000 with respect to property damage. The policies for each Owner shall name each of the other Owners as additional insureds.

Section 7. Compliance and Enforcement.

(a) Every Owner and Occupant shall comply with the terms and covenants hereof, the Articles and Bylaws of the Association and any Rules and Regulations promulgate by the Association Board pursuant to its authority.

(b) In the event any Owner or Occupant shall fail to comply with the terms and covenants hereof, the Articles and Bylaws of the Association and any Rules and Regulations promulgate by the Association Board pursuant to its authority, the Association may exercise the

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following remedies The Association Board may impose sanctions against any Owner for violation of any of the foregoing. Such sanctions may include, without limitation:

- (i) to enter upon that part of the Owner's Parcel where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and assess the costs and expenses of doing so to such Owner as a Personal Charge.
- (ii) to impose reasonable monetary fines which shall constitute a lien upon the such Owner's Parcel; and
- (iii) to suspend the vote attributable to such Owner's Parcel; and
- (iv) to bring suit at law or in equity to enjoin any violation or to recover monetary damages or both to enforce compliance with the terms hereof, the Articles and Bylaws of the Association and any Rules and Regulations promulgated by the Association Board.

Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

ARTICLE III

GRANT OF EASEMENTS

Section 1. Easements for Use and Enjoyment of Lake Each Owner hereby grants each other Owner and Occupant, and their respective guests and invitees, a perpetual, non-exclusive easement to use and enjoy the portion of the Lake owned by such Owner, provided that no such person shall be permitted to enter the area of the Lake which is within ten (10) feet of the any other Owner's shoreline, without the permission of such other Owner.

Section 2. Delegation of Easement of Enjoyment. The easement of enjoyment set for the in Section 1 hereof may such be transferred to a tenant or lessee who shall occupy the Owner's Parcel under a written lease agreement for a term of not less than six (6) months, provided (1) that a copy of such lease agreement is provided to the Association, (2) the Owner shall remain jointly and severally liable with the lessee for any breach of the duties and responsibilities of an Owner under this Declaration, (3) during the period of such lease delegation, the lessee shall have such easement of enjoyment in lieu of the Owner, and (4) such delegation shall be otherwise subject to such reasonable rules and regulations as the Board of Directors or the Association shall from time to time determine.

Section 3. Easement of Enjoyment Limited. Members are limited in their easement of enjoyment of the Lake to one Household.

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Section 4. Easements for Maintenance, Emergency and Enforcement. Each Owner hereby grants to the Association easements over such Owner's Parcel, including such portion of that Parcel which is part of the Lake and the Shoreline Area, as necessary to enable the Association to fulfill its maintenance responsibilities hereunder. Such right shall include the right to (i) remedy any violation of the covenants set forth herein or any rules established by the Association Board, and (ii) inspect, monitor, test, redesign, and correct any condition which may exist on such Owner's Parcel which would adversely impact the health and beauty of the Lake or the Shoreline Area. Such right may be exercised by any member of the Association Board and its duly authorized agents and designees, and all emergency personnel in the performance of their duties.

ARTICLE IV

PROPERTY RIGHTS IN COMMON ELEMENTS

Section 1. Association Powers and Duties. The Association shall have all powers and duties set forth therefore in this Declaration, its Articles of Incorporation and By-Laws, applicable laws, statutes, ordinances and governmental rules and regulations, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions. Every Owner of a Owner's Parcel, however acquired, shall be bound by this Declaration, the Association Articles of Incorporation, By-Laws and Rules and Regulations, and the above set forth laws, statutes, ordinances and governmental rules and regulation.

Section 2. Interest of the Association. All property acquired by the Association, whether real, personal or mixed, whether owned or leased, shall be held, utilized and disposed of by the Association as Common Elements for the use and benefit of the Members and Owners. Except as otherwise specifically provided in this Declaration, any expenses of the Association for replacement of the Common Elements shall be treated as and paid for as part of the Common Expense of the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien for Annual and Special Assessments. Each Owner covenants and agrees to pay the Association: (1) Annual Assessments, and (2) Special Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection, including a reasonable attorneys fee, as hereinafter provided, shall be a continuing charge and lien upon the Owner's Parcel against which each assessment is made. Each such assessment, together with interest, costs and attorneys' fees, shall attach to and remain a lien upon and against the Owner's Parcel against which each such assessment is made until same be paid in full.

Section 2. Purpose of Annual Assessments. The Annual Assessment levied hereunder by the Association shall be used exclusively for the purpose of (i) maintaining the Lake, (ii)

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enforcing the covenants, rules and restrictions relating to the Lake, and (iii) setting and collecting the assessments to cover the expenses of maintaining the Lake.

Section 3. Basis and Maximum Annual Assessment. The Annual Assessment shall be based on an annual budget prepared and approved by the Board of Directors on or around January 1 of each year. Each Owner shall be responsible to pay an equal share of the amount of the annual budget so approved. The initial Annual Assessment shall be based on an annual budget for the calendar year beginning on January 1, 2008 and ending on December 31, 2008 which shall be approved by at least 75% of the Members. The initial Annual Assessment shall be paid within thirty (30) days after the date such annual budget is approved. From and after January 1, 2009, the Annual Assessment aforesaid may be increased each year above the Annual Assessment for the previous year by vote of the 75% of the members of the Board of Directors of the Association and without a vote of the Membership, provided that any such increase may not exceed a percentage equal to (i) 10%, plus (ii) the increase in the Consumer Price Index for Chicago (All Urban Consumers), as published by the United States Department of Labor, Bureau of Statistics for the prior calendar year, unless such increase shall have been approved by at least 75% of the Members. Unless the Annual Assessments shall be increased as aforesaid, they shall remain at the rates prevailing for the previous year. The Board of Directors of the Association may at any time after consideration of current income and expense and the future income requirements of the Association, within its discretion, fix the Annual Assessment at an amount less than the amounts aforesaid.

Section 4. Special Assessments. In addition to the Annual Assessments, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unexpected maintenance of the Lake, provided that any such assessments shall have the written assent of 75% of the votes of Members. The Annual Assessment shall be divided equally among the Owners.

Section 5. Date of Commencement of Assessments and Application thereof to Owner's Parcels. Except for the initial Annual Assessments, Annual Assessments shall commence and become due and payable as to each Owner's Parcel on January 1 of each year and shall become delinquent if not paid on or before January 31 of the same year. Written notice of Assessments shall not be required. The due date of any Special Assessment shall be fixed in the resolution authorizing such Assessment and may be payable monthly within the discretion of the Board of Directors. The Association shall, upon demand and for which a reasonable charge may be imposed, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Owner's Parcel have been paid, which certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

Section 6. Non-Payment of Assessments. If any Assessments are not paid on the date when due, then such Assessments shall become delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and both actions shall be cumulative and neither shall preclude the other. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Elements or abandonment.

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If Assessments have become delinquent, such Assessments shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner to pay such Assessments shall remain his personal obligation and shall pass to successors in title. Such delinquent Assessments shall bear interest from the date of delinquency at any lawful rate as determined from time to time by the Board of Directors of the Association or, if not so determined, the rate of 12% per annum. In the event a judgment is obtained, such judgment shall include interest on the Assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 7. Subordination of the Lien to Deeds of Trust and Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgages or deed of trust now or hereafter placed upon the Owner's Parcel subject to Assessments, but only to the extent placed upon the Owner's Parcels prior to the date of such Assessment. Assessments made prior to the filing of any mortgage or deed of trust shall be superior liens to and have a priority lien interest over such lien of subsequent first mortgages and deeds of trust.

ARTICLE VI

OWNER LIABILITY

Any violations of this Declaration, any Supplemental Declaration, the Association Articles of Incorporation, By-Laws and Regulations, or any laws, statutes, ordinances, or governmental authority rules and regulations by a family member, guest, lessee, licensee or invitee of any Owner shall be the responsibility of that Owner and all enforcement rights or penalties therefore shall be applicable to said Owner, except as specifically provided to the contrary in such documents or laws, statutes, ordinances, or governmental authority rules and regulations.

In the event an Owner violates or threatens to violate any of the provisions hereof, the Association shall have the right to proceed in any appropriate Court for the appropriate equitable relief to seek compliance. In lieu thereof, or in addition thereto, the Association shall have the right to levy a charge, enforceable in the same manner as Assessments, against the Owner and his Owner's Parcel for such sums as are necessary to enjoin any violation or to remove any unauthorized addition or alteration and to restore the affected property to good condition and repair.

ARTICLE VII

PROTECTIVE COVENANTS

Attached hereto as "Exhibit I" and made a part hereof are the Protective Covenants relative to each Owner's Parcel. These Protective Covenants may be enforced in the same manner as any violation or threatened violation of the Declaration of which these Protective Covenants are a part, including, but not limited to the lien rights of the Association for any costs or charges incurred in connection therewith.

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ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. Perpetuities and Other Invalidity. If any of the privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits with respect to real property or interests therein, then such options, privileges, covenants and rights shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Governor of the State of Illinois and of the incumbent President of the United States of America.

Section 2. Invalidity. If any of the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation or By-Laws of the Association, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of such instruments and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Genders and Plurals. Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural, and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the maintenance of the health and beauty of the Lake.

Section 5. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

Section 6. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction herein, either to restrain violation or to recover damages against the part in violation, and/or against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Amendment. The provisions of Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, and signed and acknowledged by at least seventy five percent of the Owners. Any change, modification or rescission shall be effective upon recording of such instrument in the Office of

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the Recorder of Deeds, Lake County, Illinois.

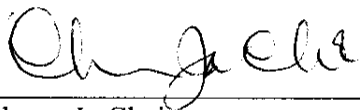
Section 8. Applicability. All provisions set forth herein shall extend to and be binding on the respective legal representatives, heirs, successors and assigns of all parties mentioned herein where consistent with the context hereof.

Section 9. Conveyance. Each subsequent grantee of any Parcel, by the acceptance of a deed of conveyance for such Parcel, and each purchaser under Articles of Agreement for any Parcel, and each tenant under a lease for any Parcel, accepts the same subject to all restrictions, conditions, covenants, easements, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration; and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind all Owners and any person having at any time any interest or estate in any Parcel, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or lease.

[SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, each Owner for purposes of indicating his or her agreement hereto, have caused this instrument to be executed as of this 4th day of June, 2007.



Choon Ja Chai

STATE OF ILLINOIS)

ss. ACKNOWLEDGEMENT

COUNTY OF COOK

On this 5th day of June, 2007 personally appeared before me Choon Ja Chai, to me personally known, who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

WITNESS my hand and official seal at 15th, June 2007, this the day and year aforesaid.

SEAL




Notary Public

My commission expires: _____

SIGNATURE PAGE: DECLARATION FOR LONGMEADOW LAKE, WINNETKA, ILLINOIS

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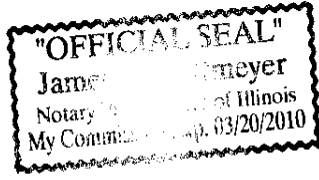
Justin F. Zubrod Sr.
Justin F. Zubrod Sr.

STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)

On this 14 day of APRIL, 2007 personally appeared before me Justin F. Zubrod, Sr., to me personally known, who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

WITNESS my hand and official seal at Winnetka, IL, this the day and year aforesaid.

SEAL



James A. Meyer
Notary Public

My commission expires: 3/20/10

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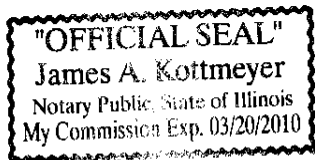
Deirdre R. Zubrod
Deirdre R. Zubrod.

STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)

On this 14 day of April, 2007 personally appeared before me Deirdre R. Zubrod, to me personally known, who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

WITNESS my hand and official seal at Winnetka, Ill, this the day and year aforesaid.

SEAL



James A. Kottmeyer
Notary Public

My commission expires: 3/20/10

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102 LONG MEADOW , LLC,
an Illinois limited liability company

By: *[Signature]*

Its: *[Signature]*

STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)

THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY _____, personally known to me to be a _____ of **102 Long Meadow Road, LLC**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said instrument, pursuant to the authority given by the company, as its free and voluntary act, for the uses and purposes therein set forth who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

GIVEN under my hand and official this _____ day of _____, 2007.



[Signature]
Notary Public

My commission expires: 2/18/11

SIGNATURE PAGE: DECLARATION FOR LONGMEADOW LAKE, WINNETKA, ILLINOIS

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LONGMEADOW ROAD, LLC,
an Illinois limited liability company

By: _____

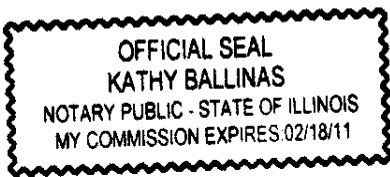
Its: _____

STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)

THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY _____, personally known to me to be a _____ of Longmeadow Road, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said instrument, pursuant to the authority given by the company, as its free and voluntary act, for the uses and purposes therein set forth who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

GIVEN under my hand and official this ____ day of _____, 2007.

SEAL



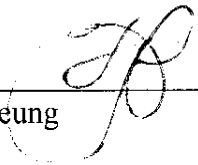
Kathy Ballinas

Notary Public

My commission expires: 2/18/11

SIGNATURE PAGE: DECLARATION FOR LONGMEADOW LAKE, WINNETKA, ILLINOIS

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Frank Leung 

STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)

On this 11th day of May, 2007 personally appeared before me Frank Leung, to me personally known, who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

WITNESS my hand and official seal at Winnetka, IL, this the day and year aforesaid.

SEAL



Barbara A Schuetz
Notary Public

My commission expires: August 21, 2009

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Wen Ming Leung
Wen Ming Leung

STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)

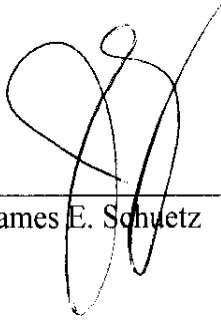
On this 11th day of May, 2007 personally appeared before me Wen Ming Leung, to me personally known, who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

WITNESS my hand and official seal at Winnetka, IL, this the day and year aforesaid.

SEAL  Barbara A Schuetz
Notary Public

My commission expires: August 27, 2009

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Dr. James E. Schuetz

STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)

On this 11th day of May, 2007 personally appeared before me Dr. James E. Schuetz, to me personally known, who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

WITNESS my hand and official seal at Winnetka, IL, this the day and year aforesaid.

SEAL



Barbara A. Schuetz
Notary Public

My commission expires: 8/27/09

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Barbara A. Schuetz
Barbara A. Schuetz

STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)

On this 25th day of August, 2007 personally appeared before me Barbara A. Schuetz, to me personally known, who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

WITNESS my hand and official seal at Highland Park, IL, this the day and year aforesaid.

SEAL

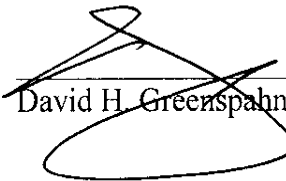


Joanna L. Elrod
Notary Public

My commission expires: 09/04/07

SIGNATURE PAGE: DECLARATION FOR LONGMEADOW LAKE, WINNETKA, ILLINOIS

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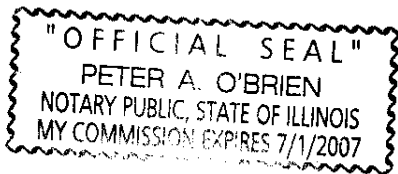
David H. Greenspahn


STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)

On this 25th day of April, 2007 personally appeared before me David H. Greenspahn, to me personally known, who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

WITNESS my hand and official seal at Winnetka, Illinois, this the day and year aforesaid.

SEAL





Notary Public

My commission expires: July 1, 2007

SIGNATURE PAGE: DECLARATION FOR LONGMEADOW LAKE, WINNETKA, ILLINOIS

UNOFFICIAL COPY

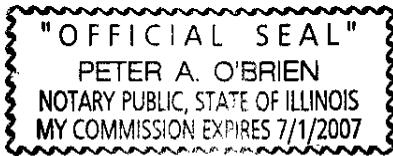
Penelope R. Greenspahn
Penelope R. Greenspahn

STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)

On this 25th day of April, 2007 personally appeared before me Penelope R. Greenspahn, to me personally known, who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

WITNESS my hand and official seal at Winnetka, IL, this the day and year aforesaid.

SEAL



[Signature]
Notary Public

My commission expires: July 1, 2007

SIGNATURE PAGE: DECLARATION FOR LONGMEADOW LAKE, WINNETKA, ILLINOIS

UNOFFICIAL COPY

THE FRANCISCO PEDRAZA TRUST
Dated 3/16/1985

By: Francisco Pedraza
Francisco Pedraza, Trustee

* signed in the understanding
that the revisions indicated
in Larry DeVries e-mail of 7/31
will be incorporated in the
Declaration
FY

NEW YORK)
STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)
Herkimer

THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid,
DOES HEREBY CERTIFY FRANCISCO PEDRAZA personally known to me to be a
TRUSTEE of said company, and personally known to me to be the same person whose
name is subscribed to the foregoing instrument. appeared before me this day in person and
acknowledged that as such Francisco he/she signed and delivered the said instrument,
pursuant to the authority given by the company, as its free and voluntary act, for the uses and
purposes therein set forth who, being by me duly sworn, did say and that said instrument was
signed, and delivered by him or her, and the said person acknowledged said instrument to be his
or her free act and deed.

GIVEN under my hand and official this 31 day of July, 2007.

SEAL

Donna M. Myers
Notary Public, State of New York
Registration No. 010476052703
Qualified in Herkimer County
Commission Expires 12/26/2010

Donna M. Myers
Notary Public

My commission expires: 12/26/10

SIGNATURE PAGE: DECLARATION FOR LONGMEADOW LAKE, WINNETKA, ILLINOIS

UNOFFICIAL COPY

THE NANCY ZELCH WESTRICH TRUST
dated 9/5/2002

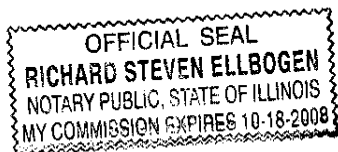
By: Nancy Z. Westrich
Nancy Zelch Westrich, Trustee

STATE OF ILLINOIS)
) ss. ACKNOWLEDGEMENT
COUNTY OF COOK)

THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY Nancy Westrich, personally known to me to be a _____ of said company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument. appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said instrument, pursuant to the authority given by the company, as its free and voluntary act, for the uses and purposes therein set forth. who, being by me duly sworn, did say and that said instrument was signed, and delivered by him or her, and the said person acknowledged said instrument to be his or her free act and deed.

GIVEN under my hand and official this 16 day of April, 2007.

SEAL



Richard S. Ellbogen
Notary Public

My commission expires: 10/18/2008

SIGNATURE PAGE: DECLARATION FOR LONGMEADOW LAKE, WINNETKA, ILLINOIS

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTIONS FOR OWNERS' PARCELS

Legal Description

THAT PART OF THE EAST 15 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDEN'S SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ AND OF THE NORTH 10 CHAINS OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT LOT 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH, LYING SOUTH OF THE NORTH LINE OF LOT 8 AFORESAID, SAID NORTH LINE BEING ALSO THE NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 30 AFORESAID, DESCRIBED AS FOLLOWS: THE SOUTH 150 FEET OF THE NORTH 360 FEET OF THE EAST 300 FEET OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 30 IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 05-30-401-029-0000; 05-30-401-030-0000

PROPERTY ADDRESS: 16 HIBBARD ROAD, WINNETKA, IL 60093

UNOFFICIAL COPY

Legal Description

PARCEL "A": THE NORTH 200 FEET OF THE SOUTH 617.5 FEET OF THE WEST 200 FEET OF THE EAST 400 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGEN'S SUBDIVISION OF THE NORTH EAST QUARTER AND THE NORTH 10 CHAINS OF THE SOUTH EAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 05-30-401-004

PARCEL "B":

PARCEL 1: THAT PART OF WEST 100 FEET OF THE EAST 15 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGENS SUBDIVISION OF THE NORTH EAST QUARTER AND OF NORTH 10 CHAINS OF SOUTH EAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH LYING SOUTH OF A SOUTH LINE OF SAID LOT 7, BEING ALSO THE CENTER LINE OF SAID SECTION 30 AND LYING NORTH OF SOUTH 573.5 FEET THEREOF: ALSO

PARCEL 2: THAT PART OF THE EAST 200 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF SAID LOTS 7 AND 8 (TAKEN AS A TRACT) IN SAID SCHILDGENS' SUBDIVISION LYING SOUTH OF THE SAID SOUTH LINE OF SAID LOT 7 BEING ALSO THE CENTER LINE OF SAID SECTION 30 AND LYING NORTH OF SOUTH 573.5 FEET THEREOF ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO: 05-30-401-007

PARCEL "C":

THAT PART OF THE EAST 15 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGEN'S SUBDIVISION OF THE NORTH EAST QUARTER AND NORTH 10 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING (EXCEPT LOTS 13 AND 20) A RE-SUBDIVISION OF A SUBDIVISION BY HENRY SMITH, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 8 IN SAID SCHILDGEN'S SUBDIVISION (BEING THE EAST AND WEST CENTER-LINE OF SAID SECTION 30), 300 FEET WEST OF THE EAST QUARTER CORNER THEREOF AND RUNNING THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, 360 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 8, 32.09 FEET TO A POINT 162 FEET EAST OF THE WEST LINE OF THE EAST 15 ACRES OF SAID LOTS 7 AND 8; THENCE SOUTH PARALLEL TO SAID WEST LINE, 33.3 FEET TO A POINT 267.5 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF,

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NORTH HALF, SOUTHEAST QUARTER OF SAID SECTION 30: THENCE WEST PARALLEL TO SAID SOUTH LINE, 27 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID EAST 15 ACRES, 150 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF THE NORTH HALF, NORTH HALF, SOUTHEAST QUARTER OF SAID SECTION 30, 35 FEET; THENCE NORTH ALONG A LINE 100 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID 15 ACRES, 243.32 FEET TO THE NORTH LINE OF SAID LOT 8 AND THENCE EAST ALONG SAID NORTH LINE, 96.05 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 05-30-401-016

PROPERTY ADDRESS: 14 LONGMEADOW ROAD, WINNETKA, IL 60093

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Legal Description

**PARCEL 1: THAT PART OF THE EAST 200 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGREN'S SUBDIVISION OF THE NORTH EAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH LYING SOUTH OF THE NORTH 400 FEET THEREOF AND LYING NORTH OF THE SOUTH LINE OF SAID LOT 7, BEING ALSO THE CENTER LINE OF SAID SECTION 30; EXCEPTING THEREFROM THAT PART OF THE EAST 200 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS TRACT) IN SCHILDGREN'S SUBDIVISION OF THE NORTH EAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH LYING SOUTH OF THE NORTH 440 FEET THEREOF AND NORTH OF THE SOUTH 660.90 FEET THEREOF DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH WEST CORNER OF SAID EAST 200 FEET;
THENCE EAST ALONG THE SOUTH LINE OF SAID EAST 200 FEET, A DISTANCE OF 104.98 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE, A DISTANCE OF 138.02 FEET TO A POINT ON THE WEST LINE OF SAID 200 FEET WHICH IS 90.0 FEET NORTH OF THE SOUTH WEST CORNER THEREOF;
THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 90.0 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.**

PARCEL 2: THAT PART OF THE WEST 200 FEET OF THE EAST 400 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGREN'S SUBDIVISION OF THE NORTH EAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH, LYING SOUTH OF THE NORTH 440 FEET THEREOF AND NORTH OF THE SOUTH 617.50 THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 22.65 FEET; THENCE EASTERLY ON A LINE HAVING AN ANGLE OF 90 DEGREES 07 MINUTES, AS MEASURED FROM NORTH TO EAST WITH LAST DESCRIBED LINE, A DISTANCE OF 97.96 FEET TO A POINT OF A CURVE; THENCE SOUTHWESTERLY ON A CURVED LINE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 76 FEET TO A POINT OF REVERSE CURVE SUB TENDED BY A CHORD DIMENSIONS OF 63.75 FEET; THENCE CONTINUING ON A CURVE LINE CONCAVE TO THE NORTH HAVING A RADIUS OF 116.17 FEET TO A POINT SUB TENDED BY A CHORD DIMENSION OF 33.10 FEET; THENCE

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SOUTHWESTERLY ON A STRAIGHT LINE A DISTANCE OF 10.68 FEET TO A POINT ON THE EAST LINE OF SAID TRACT WHICH IS 55.14 FEET SOUTH OF THE NORTH EAST CORNER OF SAID TRACT; THENCE NORTH ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 55.14 FEET TO A SAID NORTH EAST CORNER; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 200 FEET TO POINT OF BEGINNING.

PARCEL 3: A PERPETUAL EASEMENT 5 FEET IN WIDTH LYING SOUTHERLY OF PARALLEL WITH AND AJACENT TO THE SOUTHERLY LINE OF PARCEL 2 AFORESAID FOR THE PURPOSES OF PERMITTING THE GRANTEE, HER HEIRS AND ASSIGNS, TO PLANT GROW AND MAINTAIN BUSHES, TREES AND FLOWERS WITHIN SUCH EASEMENT AS GRANTED BY INSTRUMENT DATED JULY 3, 1971 AND RECORDED JULY 7, 1971 AS DOCUMENT 21537355 BY FRANK J. MCLORAIN AND HELEN M. MCLORAIN, HIS WIFE TO AMELIA J. RADFORD

PARCEL 4: AS TO AN UNDIVIDED 1/3 INTEREST THAT PART OF THE WEST 100 FEET OF THE EAST 15 ACRES OF LOTS 7 & 8 (TAKEN AS TRACT) IN SCHILDGREN'S SUBDIVISION OF THE NORTH EAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH LYING SOUTH OF THE SOUTH LINE OF SAID LOT 7, BEING ALSO THE CENTER LINE OF SAID SECTION 30 AND LYING NORTH OF THE SOUTH 573.50 FEET THEREOF ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5: AS TO AN UNDIVIDED 1/3 INTEREST THAT PART OF THE EAST 200 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF SAID LOTS 7 AND 8 (TAKEN AS TRACT) IN SCHILDGREN'S SUBDIVISION OF THE NORTH EAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH, LYING SOUTH OF THE SOUTH LINE OF SAID LOT 7, BEING ALSO THE CENTER LINE OF SAID SECTION 30 AND LYING NORTH OF THE SOUTH 573.50 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.

**PERMANENT INDEX NO.: 05-30-401-007;
05-30-202-075; 05-30-202-076**

PROPERTY ADDRESS: 12 LONGMEADOW ROAD, WINNETKA, IL 60093

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Legal Description

THAT PART OF LOTS 7 AND 8 (TAKEN AS A TRACT) A SCHILDGEN'S SUBDIVISION OF THE NORTHEAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTH 110 FEET OF THE NORTH 210 FEET OF THE EAST 300 FEET OF THE SOUTHEAST ¼ OF SAID SECTION 30, IN COOK COUNTY, ILLINOIS.

**PERMANENT INDEX NO.: 05-30-401-027-0000;
05-30-401-028-0000**

PROPERTY ADDRESS: 18 HIBBARD RD, WINNETKA, IL 60093

Property of Cook County Clerk's Office

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Legal Description

PARCEL 1:

THE WEST 29 FEET OF THAT PART OF THE EAST 15 ACRES OF LOTS 7 AND 8 TAKEN AS A TRACT LYING NORTH OF THE SOUTH LINE OF SAID LOT 7, BEING THE SOUTH LINE OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN OF SCHILDGEN'S SUBDIVISION OF THE NORTH EAST $\frac{1}{4}$ AND THE NORTH 10 CHAINS OF THE SOUTH EAST $\frac{1}{4}$ OF SAID SECTION 30 (EXCEPT FROM SAID PREMISES THE NORTH 240 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 227 FEET OF THE WEST 256 FEET (EXCEPT THE NORTH 240 FEET THEREOF) OF THAT PART OF THE EAST 15 ACRES OF LOTS 7 AND 8 TAKEN AS A TRACT LYING NORTH OF THE SOUTH LINE OF SAID LOT 7, BEING PART OF THE SOUTH LINE OF THE NORTH EAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN SCHILDGEN'S SUBDIVISION OF THE NORTH EAST $\frac{1}{4}$ AND THE NORTH 10 CHAINS OF THE SOUTH EAST $\frac{1}{4}$ OF SAID SECTION 30, BEING, EXCEPT LOTS 13 AND 20, A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH, EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THAT PART OF THE SOUTH 10 FEET OF THE NORTH EAST $\frac{1}{4}$ OF SAID SECTION 30 LYING EAST OF A LINE, 300 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH EAST $\frac{1}{4}$ OF SAID SECTION 30, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF THE EAST 15 ACRES OF LOTS 7 AND 8 TAKEN AS A TRACT IN SCHILDGEN'S SUBDIVISION OF THE NORTH EAST $\frac{1}{4}$ AND THE NORTH 10 CHAINS OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 7, SAID SOUTH LINE OF LOT 7 BEING THE SOUTH LINE OF THE NORTH EAST $\frac{1}{4}$ OF SAID SECTION 30 (EXCEPT THE WEST 256 FEET OF SAID EAST 15 ACRES AND EXCEPTING FROM SAID PREMISES THE NORTH 240 FEET THEREOF)

EXCEPTING FROM THE FOREGOING PARCELS 1, 2 AND 3, THE PARCEL DESCRIBED AS FOLLOWS:

OUTLOT 1, IN HAWKS LANDING SUBDIVISION, BEING A RE-SUBDIVISION OF PART OF LOTS 7 AND 8, IN SCHILDGEN'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE NORTH 10 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF

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RECORDED APRIL 10, 2006, AS DOCUMENT NO. 0610045119, AND CERTIFICATE OF CORRECTION RECORDED APRIL 10, 2006 AS DOCUMENT NO. 0610045120 IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AS CREATED BY AGREEMENT DATED AUGUST 23, 1950 AS DOCUMENT 14884171 FOR THE PURPOSE OF INGRESS AND EGRESS.

PERMANENT INDEX NOS.: 05-30-202-082; 05-30-202-083; 05-30-202-084 AND 05-30-202-085

Property of Cook County Clerk's Office

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Legal Description

ALL THAT PART OF THE SOUTH 150 FEET OF THE NORTH 510 FEET OF THE EAST 15 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT), IN SCHILDGEN'S SUBDIVISION OF THE NORTHEAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE NORTH LINE OF LOT 8 AFORESAID AND LYING EAST OF THE WEST 162 FEET OF SAID EAST 15 ACRES IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 05-30-401-037-0000

PROPERTY ADDRESS: 12 HIBBARD RD, WINNETKA, IL 60093

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Legal Description

PARCEL I:

THE EAST 200 FEET OF THE NORTH 156 FEET OF THE SOUTH 573.5 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGEN'S SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ AND THE NORTH 10 CHAINS OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II:

THE WEST 100 FEET OF THE NORTH 156 FEET OF THE SOUTH 573.5 FEET OF THE EAST 15 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN AFORESAID SCHILDGEN'S SUBDIVISION.

PARCEL III:

EASEMENT FOR THE BENEFIT OF PARCELS I AND II AS CREATED BY GRANT OF EASEMENTS RECORDED AS DOCUMENT 19, 582, 332 AND DOCUMENT 19, 652, 126 FOR INGRESS AND EGRESS OVER PRIVATE ROAD DESCRIBED AS FOLLOWS:

A 20 FOOT EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PART OF THE EAST 200 FEET OF THE SOUTH 573.5 FEET OF THE WEST 20 ACRES OF THE EAST 36 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGEN'S SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ AND THE NORTH 10 CHAINS OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE CENTER LINE OF SAID 20 FOOT EASEMENT DESCRIBED AS BEGINNING AT A POINT ON AND LINE 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 8 IN SCHILDGEN'S SUBDIVISION (BEING ALSO THE NORTH LINE OF ILLINOIS ROAD) AND 20 FEET EAST OF THE WEST LINE OF THE ABOVE DESCRIBED PARCEL; AND RUNNING THENCE NORTHERLY ON A STRAIGHT LINE TO A POINT OF CURVE ON THE NORTH LINE OF THE SOUTH 267.5 FEET OF THE EAST 200 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF SAID LOTS 7 AND 8, SAID POINT OF CURVE BEING 15 FEET EAST OF THE WEST LINE OF THE ABOVE DESCRIBED PARCEL; THENCE NORTHEASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 310.50 FEET, CONVEX WESTERLY 153.91 FEET ALONG THE CHORD OF SAID CURVE TO A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING 50 FEET EAST OF THE NORTHWEST CORNER OF SAID PARCEL; ALSO AN EASEMENT FOR INGRESS AND EGRESS LYING EAST OF AND ADJOINING THE EAST LINE OF THE 20 FOOT EASEMENT HEREINBEFORE DESCRIBED, SOUTH OF AND ADJOINING THE NORTH LINE OF THE SOUTH 267.5 FEET OF THE EAST 200 FEET OF THE

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WEST 20 ACRES OF THE EAST 35 ACRES OF SAID LOTS 7 AND 8 AND NORTHEWESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF A 20 FOOT EASEMENT HEREINBEFORE DESCRIBED, 24 FEET SOUTH OF SAID NORTH LINE OF THE SAID SOUTH 267.5 FEET (AS MEASURED ALONG THE EAST LINE OF SAID 20 FOOT EASEMENT); AND RUNNING THENCE NORTHEASTERLY ON A STRAIGHT LINE, 34.95 FEET TO A POINT ON THE NORTH LINE, OF THE SOUTH 267.5 FEET OF THE EAST 200 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF SAID LOTS 7 AND 8, SAID POINT BEING 51 FEET EAST OF THE NORTHWEST CORNER OF SAID PARCEL, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 05-30-401-006-0000

PROPERTY ADDRESS: 5 COLTON LANE, WINNETKA, IL 60093

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Legal Description

THE SOUTH 267.5 FEET OF THE EAST 30.16 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGEN'S SUBDIVISION OF THE NORTH EAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING ALL (EXCEPT LOTS 13 AND 20) IN THE HENRY SMITH'S SUBDIVISION OF THE NORTH EAST ¼ AND THE WEST ½ OF THE NORTH EAST ¼ OF SAID SECTION 30;

ALSO

THE SOUTH 267.5 FEET OF THE WEST 162.0 FEET OF THE EAST 15 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SAID SCHILDGEN'S SUBDIVISION, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 05-30-401-036-0000

PROPERTY ADDRESS: 3150 ILLINOIS ROAD, WINNETKA, IL 60093

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Legal Description

PARCEL 1:

THE NORTH 150 FEET OF THE SOUTH 417.5 FEET OF THE EAST 200 FEET OF THE WEST 20 ACRES OF THE EAST 25 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGEN'S SUBDIVISION OF THE NORTHEAST QUARTER AND OF THE NORTH 10 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 150 FEET OF THE SOUTH 417.5 FEET OF THE WEST 135 FEET OF THE EAST 15 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SAID SCHILDGEN'S SUBDIVISION IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 05-30-401-010

PROPERTY ADDRESS: 3 COLTON LANE, WINNETKA, IL 60093

UNOFFICIAL COPY

Legal Description

THE NORTH ½ OF A TRACT OF LAND DESCRIBED AS THAT PART OF LOTS 7 AND 8 (TAKEN AS A TRACT) OF SCHILDGEN'S SUBDIVISION OF THE NORTH EAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE NORTH 210 FEET OF THE EAST 300 FEET OF THE SOUTH EAST ¼ OF SAID SECTION 30 AND THE SOUTH 10 FEET OF THE EAST 300 FEET OF THE NORTH EAST ¼ OF SECTION 30, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 05-30-401-025-0000; 05-30-401-026-0000

PROPERTY ADDRESS: 36 HIBBARD ROAD, WINNETKA, IL 60093

Property of Cook County Clerk's Office

UNOFFICIAL COPY**Legal Description****PARCEL 1:**

THAT PART OF THE EAST 200 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGEN'S SUBDIVISION OF THE NORTHEAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH LYING SOUTH OF THE NORTH 440 FEET THEREOF AND NORTH OF THE SOUTH 660.90 FEET THEREOF, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 200 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID EAST 200 FEET, A DISTANCE OF 104.98 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 138.02 FEET TO A POINT ON THE WEST LINE OF SAID EAST 200 FEET WHICH IS 90 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 90 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE WEST 200 FEET OF THE EAST 400 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGEN'S SUBDIVISION OF THE NORTHEAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH, LYING SOUTH OF THE NORTH 440 FEET THEREOF AND NORTH OF THE SOUTH 617.50 FEET THEREOF, EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 22.65 FEET; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES 07 MINUTES AS MEASURED FROM NORTH TO EAST WITH THE LAST DESCRIBED LINE, A DISTANCE OF 97.96 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVED LINE CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 76 FEET TO A POINT OF REVERSE CURVE SUBTENDED BY A CHORD DIMENSION OF 63.75 FEET; THENCE CONTINUING ON A CURVED LINE CONCAVE TO THE NORTH, HAVING A RADIUS OF 116.17 FEET TO A POINT SUBTENDED BY A CHORD DIMENSION OF 33.10 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 10.68 FEET TO A POINT ON THE EAST LINE OF SAID TRACT WHICH IS 55.14 FEET SOUTH OF THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 55.14 FEET TO SAID NORTHEAST CORNER; THENCE WEST ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING

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PARCEL 3:

AN UNDIVIDED 1/3 INTEREST IN THAT PART OF THE WEST 100 FEET OF THE EAST 15 ACRES OF LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGEN'S SUBDIVISION OF THE NORTHEAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH, LYING SOUTH OF THE SOUTH LINE OF SAID LOT 7, BEING ALSO THE CENTER LINE OF SAID SECTION 30 AND LYING NORTH OF THE SOUTH 573.50 FEET THEREOF ALL IN COOK COUNTY, ILLINOIS

PARCEL 4:

AN UNDIVIDED 1/3 INTEREST IN THAT PART OF THE EAST 200 FEET OF THE WEST 20 ACRES OF THE EAST 35 ACRES OF SAID LOTS 7 AND 8 (TAKEN AS A TRACT) IN SCHILDGEN'S SUBDIVISION OF THE NORTHEAST ¼ AND THE NORTH 10 CHAINS OF THE SOUTH EAST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING (EXCEPT LOTS 13 AND 20) A RESUBDIVISION OF A SUBDIVISION BY HENRY SMITH, LYING SOUTH OF THE SOUTH LINE OF LOT 7, BEING ALSO THE CENTER LINE OF SAID SECTION 30 AND LYING NORTH OF THE SOUTH 573.50 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 05-30-202-074-0000, 05-30-202-077-0000, 05-30-401-007-0000

PROPERTY ADDRESS: 10 LONGMEADOW ROAD, WINNETKA, IL 60093

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Exhibit B

BY-LAWS FOR LONGMEADOW LAKE PROPERTY OWNERS ASSOCIATION

Unless otherwise defined in these By-Laws, all defined terms shall have the meaning ascribed to them in the Declaration of Restrictive Covenants of Longmeadow Lake Residences (the "Declaration").

SECTION ONE

ADMINISTRATION OF THE PROPERTY

The direction and administration of the Lake and the Shoreline Area shall be vested in a Board of Directors (the "Board") of the Association (hereinafter described). Each member of the Board shall be an Owner or contract purchaser as defined in Section 6(c) of these By-Laws. If an Owner or contract purchaser is a corporation, partnership, trust or other legal entity other than a natural individual, then any one (1) officer, director or other designated agent of such corporation, partner or other designated agent 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. A majority of the Board must be residents of the Property if in fact such a majority resides in the Property and is willing to serve on the Board.

SECTION TWO

ASSOCIATION

The Longmeadow Lake Property Owners Association (herein called the "Association"), acting through the Board, shall be the governing body for all the Owners for maintaining the Lake, (ii) enforcing the covenants, rules and restrictions relating to the Lake, (iii) setting and collecting the assessments to cover the expenses of operating the Lake, and (iv) creating new rules as necessary to preserve the health and beauty of the Lake and its ecosystem for the benefit of all of the Owners. The Association shall not engage in or be deemed to be engaged in any business of any kind. Every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition of such Owner's Parcel, at which time the new Owner shall automatically become a member therein. The Association shall have one (1) class of membership.

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SECTION THREE

VOTING RIGHTS

A. **Votes.** Each Owner shall have one vote. An Owner may vote by proxy executed in writing by him or by his duly authorized attorney-in-fact. The proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, and the proxy must bear the date of execution. Any proxy distributed for Board elections must give the owner the opportunity to designate any persons the proxy holder and give the owner the opportunity to express a preference for any known candidates for the Board or to write in a name.

B. **Multiple Owners.** If there are multiple Owners with respect to an Owner's Parcel and if only one (1) of such multiple Owners is present at a meeting of the Association, he/she shall be entitled to cast the vote allocated to that Unit Ownership; however, if more than one (1) of the multiple Owners are present, the vote allocated to the Owner's Parcel may be cast only in accordance with the agreement of a majority of the multiple Owners present. For purposes of this paragraph, there is majority agreement if any one (1) of the multiple Owners casts the vote allocated to that Unit Ownership without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit Ownership. Only one (1) of the multiple Owners may serve on the Board at any given time.

SECTION FOUR

MEETINGS

A. **General Provisions.** Meetings of the Association shall be held at such place in the State of Illinois as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Owners having twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Owners at which a quorum is present upon the affirmative vote of the Owners having a majority of the total votes present at such meeting. Matters subject to affirmative vote of Owners having two-thirds (2/3) or more of the total votes at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the property and assets of the Association; and (3) subject to the provisions of the Act, the commencement of any type of litigation, except for actions in forcible entry and detainer to collect assessments.

B. **Initial and Annual Meeting.** The initial meeting of the Association shall be held not later than sixty (60) days after the date the Declaration has been recorded. Thereafter, there shall be an annual meeting of the Association on such date as may be designated in a written notice from the Board. One of the purposes of the annual meeting shall be to elect members of the Board of Managers.

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C. **Special Meetings.** Special meetings of the Association may be called at any time upon written notice for the purpose of considering matters which, by the terms of the Declaration or under the Act, require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings may be called by the President of the Association, twenty-five percent (25%) of the members of the Board or by the Owners having twenty percent (20%) or more of the total votes.

SECTION FIVE

NOTICES OF MEETINGS

Written notice of any membership meeting shall be mailed or delivered to Owners no less than ten (10) and no more than thirty (30) days prior to the meeting and said notice shall state the time, place and purpose of such meeting.

SECTION SIX

BOARD OF DIRECTORS

A. **Election.**

1. At the initial meeting and at each annual meeting thereafter, the Owners shall elect a Board, all of whom shall be elected at large.
2. The Board shall consist of five (5) members.
3. Each member of the Board shall hold office until a successor shall have been duly elected and qualified; provided that Board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board.
4. The Board may disseminate to Owners biographical and background information about candidates for election to the Board if: (1) no preference is expressed in favor of any candidate; and (2) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

B. **Counting of Election Ballots.** A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

C. **Vacancies.** Vacancies on the Board due to resignation, removal or death, shall be filled by the remaining members of the Board until the next annual meeting of the Association or

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for a period terminating no later than thirty (30) days following the filing of a petition signed by Owners holding twenty percent (20%) of the votes in the Association requesting a meeting of the Association to fill the vacancy on the Board.

D. **Meetings.** Meetings of the Board may be called, held and conducted in accordance with such rules and regulations as the Board may adopt. Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (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 Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or an Owner's unpaid share of Common Expenses; however, any vote on these matters shall be taken at a meeting or portion thereof open to any Owner. Any Owner may record the proceedings of meetings, or portions thereof, required to be open by the Act by tape, film or other means, subject to such reasonable rules and regulations as the Board may prescribe. Notice of such meetings shall be mailed or delivered to Board members 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 before the meeting is convened. Except as set for in subsection H below, no action requiring a vote of the board shall be valid unless such measure shall have received the votes of at least 75% of the board members.

G. **Officers.** The Board may elect the following officers from among the members of the Board: a President who shall preside over both its meetings and those of the Association, and who shall be the chief executive officer of the Board and the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the Association 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. Such officers shall serve at the will of the Board, which shall fill any vacancies. Officers shall be elected at the first meeting of the Board immediately following the initial meeting and each annual meeting thereafter of the Association.

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

SECTION SEVEN

LIABILITY OF THE BOARD OF MANAGERS

A. **Liability to Owners.** Neither the members of the Board nor the officers of the Association shall be liable to the Owners for any mistake of judgment or for any other acts or

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omissions of any nature whatsoever as such de facto or de jure Board members and officers, except for any acts or omissions found by a court of law to constitute willful misconduct in the performance of duty.

B. **Liability to Third Parties.** The Owners (and, to the extent permitted by law, the Association) shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual and other liabilities to others arising out of contracts made by the Board and officers on behalf of the Owners or the Association, or arising out of their de facto or de jure status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of the Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other in which any member of the Board or officers may be involved by virtue of such person being or having been or having served as such member or officers, provided, however, that such indemnity by the Association shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of his duties as such member or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by the Board (who may be counsel regularly retained by the Association) there are no reasonable grounds for such person or officer being adjudged liable for willful misconduct in the performance of his duties as such member or officer. The Board shall have authority to purchase and maintain insurance on behalf of the officers and members of the Board against any expenses (including attorney's fees), liability or settlement based on asserted liability, incurred by them by reason of being or having served in such capacity, whether or not the Association would have the power to indemnify them against such liability or settlement under the provisions of this Section Seven. The costs of any such insurance shall be a Common Expense. It is also intended that the liability of any Owner arising out of any contract made by the Board, the officers or out of the aforesaid Owners' indemnity, shall be limited to such proportion of the total liability thereunder as such Owner's percentage of ownership in the Common Elements bears to the total percentage of ownership in the Common Elements of all Owners. Every contract made by the Board, the officers or any managing agent on behalf of the Owners shall provide that they are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as such Owner's percentage of ownership in the Common Elements bears to the total percentage of ownership in the Common Elements of all Owners. If the Board or Association elects to or is required to indemnify or hold harmless a Board member or officer pursuant to this section, the Board reserves the right to provide defense of such member and to settle or compromise any claim against such member.

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SECTION NINE

SIGNATURES

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 Secretary or Treasurer and countersigned by the Secretary or Treasurer.

SECTION ELEVEN

SECTION TWELVE

AMENDMENT

The provisions of these By-Laws may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President and Secretary of the Board, and certifying that the Owners having at least a majority of the total votes have approved such amendment at a meeting of the Association duly called for such purpose. Any change, modification or rescission shall be effective upon recording such instrument in the office of the Recorder of Deeds, Cook County, Illinois.

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PROTECTIVE COVENANTS TO LONGMEADOW LAKE RESIDENCES

EXHIBIT I TO THE DECLARATION

1. Unless the Association Board determines to undertake to do so on behalf of all of the Owners, each Owner shall remove of any branches, leaves, sticks, garbage or other debris from the Shoreline Area and the portion of the Lake owned by such Owner as soon as possible. Notwithstanding the fact that the Association may take over the Owners' obligations set forth in this Section, each Owner shall remain responsible for removing all branches and trees which fall into the Shoreline Area or the Lake. In the event that any such Owner shall fail to so remove such branches and trees, the Association may undertake to do so and charge such Owner the cost of doing so as a Personal Charge.
2. Each Owner shall trim all trees of dead wood and other branches which could fall into the Lake.
3. No fertilizer containing potassium shall be applied within any Parcel.
4. Unless otherwise approved by the Association Board each Owner is prohibited from keeping fish caught in the lake. The Association Board may create rules regulating fishing and fishing methods within the Lake or temporarily prohibiting fishing in order to maintain the fishing stock within the Lake, or to otherwise maintain the natural ecosystem of the Lake.
5. No motorized boats or other boats in excess of fifteen (15) feet in length may be used on the Lake. Any boats, boating equipment or buckets used in the Lake shall not be used in any other body of water to prevent the introduction of foreign species within the Lake.
6. No foreign species of plants or animals, including fish, amphibious animals such as frogs, or reptiles, such as lizards or snakes, shall be released into the Lake or the areas around the Lake. The foregoing shall not be deemed to prohibit any Owner's dog from playing in the Lake.