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Cook County Recorder of Deeds
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THIS INSTRUMENT PREPARED
BY AND RETURN TO:

David J. O'Keefe
Schain, Burney, Ross & Citron Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WELLINGTON LAKE SHORE HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (the "Declaration") made this 24th day of November, 2009, by BRIDGEVIEW BANK GROUP, not personally, but solely as Trustee under Trust Agreement dated May 10, 2006, and known as Trust No. 1-3239 (the "Trust"); and LEONARD C. GOODMAN individually ("Goodman" and, along with Trust, hereinafter collectively referred to as the "Declarants")

PREAMBLES:

A. Declarants are the owners in fee simple of five (5) lots (individually a "Lot" and collectively "Lots") in the City of Chicago, County of Cook, State of Illinois, legally described in Exhibit "A" attached hereto and incorporated herein (collectively the "Property");

B. Declarants have heretofore recorded against the Property that certain Declaration of Driveway Easement dated October 23, 2007, recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on October 25, 2007 as Document 0729822147, and re-recorded on November 29, 2007, as Document 0733339092, as modified by that certain First Amendment to Declaration of Driveway Easement dated November 24, 2009 and recorded in Cook County, Illinois on ^{DECEMBER} 24, 2009, as Document No. 0935818013 (collectively the "Driveway Easement");

C. Declarants have heretofore recorded against the Property that certain Grant of Utility Easements dated November 24, 2009 and recorded in Cook County, Illinois on ^{DECEMBER} 24, 2009, as Document No. 0935818016 (the "Utility Easement");

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C. Declarants are desirous of providing for the maintenance of that portion of the Property affected by the Driveway Easement (the "Driveway Easement Area") and that portion of the Property affected by the Utility Easement (the "Utility Easement Area" and, along with the Driveway Easement Area, hereinafter collectively referred to as the "Easement Areas") and certain improvements to be constructed or installed therein or therein and thereon; and

D. Declarants are desirous of submitting the Property to the provisions of this Declaration for the foregoing purposes.

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

ARTICLE 1

DECLARATION PURPOSES AND PROPERTY SUBJECT TO DECLARATION

1.1. Declarants desire to provide for the maintenance of the Driveway Easement Area and Utility Easement Area to be used in common by the Owners (as hereinafter defined) of the Property, and all improvements therein and therein and thereon.

1.2. To further the general purposes herein expressed, Declarants, for themselves, their successors and assigns, hereby declare that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions herein set forth.

ARTICLE 2

DEFINITIONS

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

2.0 "Additional Property" shall mean and refer to the real estate legally described on Exhibit "C", which is attached hereto.

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2.1 "Association" shall mean and refer to the **WELLINGTON LAKE SHORE HOMEOWNERS ASSOCIATION**, an Illinois not-for-profit corporation, its successor and assigns.

2.2. "Board" shall mean and refer to the Board of Directors of the **WELLINGTON LAKE SHORE HOMEOWNERS ASSOCIATION**, an Illinois not-for-profit corporation; said entity shall govern and control administration and operation of the Property.

2.3. "By-Laws" shall mean and refer to the By-Laws of the **WELLINGTON LAKE SHORE HOMEOWNERS ASSOCIATION**, which are attached hereto and made a part hereof as Exhibit "B". The By-Laws are incorporated into this Declaration by this reference.

2.4. "Declarants" shall mean and refer to **BRIDGEVIEW BANK GROUP, not personally, but solely as Trustee u/t/a dated May 10, 2006 and known as Trust No. 1-3239** (the "Trust"); and **LEONARD C. GOODMAN** individually.

2.5. "Lot" shall mean and refer to those portions of the Property identified as "Lots" on Exhibit "A" and any Future Lots that may be added pursuant to the terms of Article 9.

2.6. "Owner" shall mean and refer to the record owner, whether one or more persons, individuals or entities, of a fee simple title to any Lot, , but excluding those having such interest merely as security for the performance of an obligation.

2.7. "Member" or "Membership" shall mean and refer to every person or entity holding Membership in the Association.

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

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

2.10. "Property" shall mean and refer to the real estate legally described in Exhibit "A", attached hereto and made a part hereof.

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ARTICLE 3

GENERAL RESTRICTIONS

3.1 Maintenance of Driveway Easement Areas. The Association shall be responsible for the maintenance of the Driveway Easement Areas and all improvements therein and thereon. The costs of such maintenance shall be paid by the Members of the Association served by or using the Driveway Easement, proportionately in the ratios that each of their respective Lots bear to the total number of all of the Lots served by or using the Driveway Easement Areas.

3.2 Maintenance of Utility Easement Areas. The Association shall be responsible for the maintenance of the Utility Easement Areas and all improvements therein and thereon, other than any utility installation for which a utility company is responsible for maintaining and any sanitary sewer maintenance that is the responsibility of any Owner pursuant to the terms of any Covenant in favor of the City of Chicago that has been recorded against any Lot or Lots. The costs of such maintenance shall be paid by the Members of the Association proportionately in the ratios that each of their respective Lots bear to the total number of all of the Lots served by or using such Utility Easement Areas.

3.3 Temporary Structures. No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar improvement shall, except as otherwise herein provided, be located upon the Utility Easement Areas or Driveway Easement Areas.

3.4 Cleanliness of Lots. No Owner shall accumulate (nor permit the accumulation), on those portions of the Utility Easement Areas or Driveway Easement Areas located on such Owner's Lot, vehicles, litter, refuse or other unsightly materials.

3.5 Parking of Recreational Vehicles. Motorized vehicles, motorcycles, automobiles, SUVs, trucks, boats, recreational vehicles and trailers shall not be parked for any purpose within the Driveway Easement Areas.

3.6 Obstructions. There shall be no permitted obstruction within the Driveway Easement Areas, and ingress/egress through the Driveway Easement Areas shall not at any time be impeded by any obstruction. Each Owner shall be entitled to unobstructed access to the Owner's garage and other portions of the Owner's Lot. There shall be no storage pods or containers placed within the Driveway Easement Areas.

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3.7. Increase of Insurance. Other than normal motor vehicle use of a non-commercial nature, no Owner shall permit anything to be done or kept on such Owner's Lot within the Driveway Easement Areas which will increase the premium for or cause the cancellation of insurance carried by the Association on the Driveway Easement Areas or Utility Easement Areas or any improvements therein and thereon, or which would be in violation of any law or ordinance. No Owner shall commit any waste in the Driveway Easement Areas or Utility Easement Areas.

3.8 Owner Encumbrances. The Owner of any Lot shall be permitted to encumber the Lot in any manner that does not interfere with the common use of the Driveway Easement Area and Utility Easement Area and is not otherwise inconsistent with the terms of this Declaration, as from time to time amended; provided, however, that any such encumbrance recorded after the date of recording of this Declaration shall be subject to this Declaration and all terms and provision hereof.

ARTICLE 4

MEMBERSHIP AND BOARD OF DIRECTORS

4.1. Membership. Every Owner of a Lot served by or using the Utility Easement shall be deemed to be a Member of the Association for the purposes of the provisions hereof that relate to the Utility Easement. Every Owner of a Lot served by or using the Driveway Easement shall be deemed to be a Member of the Association for the purposes of the provisions hereof that relate to the Driveway Easement. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

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

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

4.5. Director and Officer Liability. Neither the Directors nor the Officers of the Association shall be personally liable to the Owners or the Association for any acts or omissions of any nature whatsoever as such directors or officers except for acts or omissions constituting gross negligence, willful or wanton misconduct or fraud, and any acts intentionally undertaken without authorization by the Board. The Association shall indemnify and hold harmless its Directors and Officers from all claims and liabilities arising out of actions taken on behalf of the Association or arising out of their status as Directors or Officers unless any such action shall have been grossly negligent, fraudulent or intentionally undertaken without authorization by the Board. The foregoing indemnification of Directors and Officers shall include reasonable costs and expenses, including but not limited to attorneys' fees, incurred in connection with the defense of any claim, action, suit or proceeding.

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

- a. maintain and otherwise manage the Easement Areas and all Improvements therein and thereon, including but not limited to any landscaping, signs, monuments, gates, fencing, retaining walls, brick pavers, lighting and other improvements located within the Easement Areas;
- b. employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;
- c. establish and maintain a working capital and contingency fund in an amount to be determined by the Board;

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- d. do any other thing necessary or desirable in the judgment of the Board to keep any vacant portions of the Easement Areas neat in appearance and in good order, provided that the foregoing rights shall not apply to any portion of the Property located outside of the Easement Areas;
- e. make such improvements to the Easement Areas and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Articles of Incorporation and By-Laws, and
 - f. exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the Articles of Incorporation or the By-Laws.

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

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ARTICLE 5

EASEMENT TO ASSOCIATION

5.1 Easement to Association. An Easement is hereby declared and created over and upon the Easement Areas for the benefit of the Association for the purposes set forth herein, which easement shall be appurtenant to and shall pass with title to every Lot, subject to the right of the Association, in accordance with its By-Laws, to adopt rules and regulations governing the use, operation and maintenance of the Easement Areas.

5.2. Easements Run With the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and binding upon any Owner, purchaser, mortgagee or to the person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article 5 or in any other part of this Declaration shall be sufficient to create and reserve such easements as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE 6

COVENANT FOR ASSESSMENTS

6.1. Creation of the Lien and Personal Obligation for Assessments. Declarants, and each Owner of a Lot, by acceptance of a Deed therefor, whether or not same shall be expressed in any such deed, hereby covenants and agrees or shall be deemed to covenant and agree to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration for maintenance of the improvements located in and on the Driveway Easement Areas and the payment of charges for electric service to any electronic security gate installed at the south terminus of said Driveway Easement Area (with respect only to such Owners who are served by or use such improvements) and for maintenance of the improvements located in and on the Utility Easement Areas (with respect only to such Owners who are served by or use such improvements). Such assessments, together with interest therein and thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal

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obligation of the person who was the Owner of such Lot at the time when such assessment fell due.

6.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of maintaining the improvements located within the Driveway Easement Areas and Utility Easement Areas, for all professional and other services, materials, supplies, equipment and other costs and expenses incidental to said maintenance, and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws.

6.3. Assessment Procedure - Annual Assessments.

- a. Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements in and on the Easement Areas and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before the next January 1, following the preparation of the budget, and no later than the 28th day of February of each year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, the annual assessment made pursuant to this paragraph and otherwise in compliance with this Declaration. On or before May 1 of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting, on an accrual or cash basis, of expenses for the preceding twelve (12) months together with a tabulation of the assessments and showing net excess or deficit, on an accrual or cash basis, of income over the sum of expenses plus reserves. Notwithstanding any such excess may, at the discretion of the Board, be retained by the Association and shall be placed in a reserve account.
- b. If said annual assessments prove inadequate for any reason, including non-payment of any Owner's assessment, the Board may, subject to the limitations on the use of capital reserves in Paragraph 6.5, charge the deficiency against existing reserves, or levy a further assessment which shall be assessed equally against all Lots subject to assessment. The Board shall serve notice for such further assessment on all Owners by a statement in writing

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showing the amount due and reasons therefor, and such further assessment shall become effective with the annual installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted annual assessment.

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

6.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Easement Areas and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-Laws, any such assessments which in one (1) year exceed Ten Thousand and No/100 Dollars (\$10,000.00) for all Lots involved shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by the Members present at a general or special meeting duly called for that purpose or, in lieu of such Member's meeting, by an instrument signed by the Members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the Members, and shall be used only for the specific purpose for which such assessment was levied.

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

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6.6. Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which requires approval of the Members shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting Members in person or by proxy having sixty percent (60%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7. Uniform Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots, subject to adjustment as between Owners served by or using the Easement Areas as set forth in this Declaration.

6.8. Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may give written notice to such Owner of the delinquency and, if the delinquency remains unpaid for 30 days after such notice is given, accelerate the maturity of all remaining installments due with respect to the current assessment year, whereupon the total amount of all unpaid assessments shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law, or if there is no legal maximum then at the rate of fifteen (15) percentage points over the prime rate of interest published in the Wall Street Journal. The Board may determine a late charge not to exceed Fifty and No/100 Dollars (\$50.00) per month for all delinquent assessments. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed by any action brought in the name of the Association.

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

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

ARTICLE 7

RIGHTS OF FIRST MORTGAGEES

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

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

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvement therein and thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer.
- b. Change the method of determining the obligations, assessments, dues, reserves for maintenance, repair and replacement of Easement Areas, or other charges which may be levied against a Lot and the Owner thereof as provided in Article 6, subject, however, to the provisions in Paragraph 8.4 hereof.
- c. Fail to maintain fire and extended coverage insurance on the insurable improvements in the Easement Areas in an amount not less than one hundred percent (100%) of the full insurable replacement cost.

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- d. Use hazard insurance proceeds for losses to any improvements to the Easement Areas for other than the repair, replacement or reconstruction of such improvements.
- e. Change the responsibility for maintenance of the Easement Areas.
- f. Change the voting rights of any Member of the Association.
- g. By act or omission, seek to terminate the legal status of the Association after substantial destruction or condemnation.

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

7.3. First Mortgagees may pay overdue premiums on comprehensive liability insurance policies or secure new insurance coverage on the lapse of a policy for the Easement Areas and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

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

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

- a. Any condemnation or casualty loss that affects either a material portion of the Property or the Lot securing its mortgage;
- b. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage; and
- c. A lapse, cancellation, or material modification of any comprehensive liability insurance policy maintained by the Association.

The request to be effective must be delivered in writing to the registered address of the WELLINGTON LAKE SHORE HOMEOWNERS ASSOCIATION and state the name and address of the Owner of the Lot on which the lender claims a mortgage, the date on which the mortgage was made and the lender's current mailing address.

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7.6 This Article 7 may be amended only with the written consent of seventy five percent (75%) of the First Mortgagees (based upon one vote for each first mortgage owned).

ARTICLE 8

GENERAL PROVISIONS

8.1. Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest therein and thereon at the highest interest permitted by law, or if there is no legal maximum then at the rate of fifteen (15) percentage points over the prime rate of interest published in the Wall Street Journal, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of such Owner's assessment and constitute a lien on such Owner's Lot and be enforceable as provided in Article 6. If any Owner, or such Owner's guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine against such Owner, and such fine shall be added to and deemed a part of such Owner's assessment and constitute a lien on such Owner's Lot and be enforceable as provided in Article 6.

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

8.3. Title in Land Trust. In the event title to any Lot is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester

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funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfer of the beneficial interest of any such trust or any transfers of title of such Lot.

8.4. Amendments. The provisions of Article 5, Paragraph 6.1, this paragraph and Article 9 may be amended only by an instrument in writing setting forth such amendment signed and acknowledged by all Owners. Subject to Article 7, the remaining provisions of this Declaration may be amended by an instrument in writing setting forth such amendment signed and acknowledged by the voting Members having at least two-thirds (2/3) of the total votes of the Members or that is approved at a duly called and held general or special meeting of Members by the affirmative vote, either in person or by proxy, of the voting Members having a majority of the total votes of the Members and containing a certification by an officer of the Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

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

8.6. Mailing Address. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the common street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarants shall be sufficient and proper notice to such Owner shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

8.7. Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the Owner's last known address as shown on the records of the Association at the time of such mailing. Each Owner shall be responsible for providing the Association with information about the Owner's current mailing address and any change thereto.

8.8. Binding Effect. The easements created by this Declaration shall be of perpetual duration unless cancelled in a written document signed by one hundred percent (100%) of the Owners. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the

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Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

ARTICLE 9

ANNEXING ADDITIONAL PROPERTY

The Trust, and its successors and assigns, hereby reserve the right and option, at any time and from time to time, to add all or any portion of the Additional Property as one or more additional Lots to the Property by recording an amendment or amendments to this Declaration executed by the Trust which shall set forth the legal description of each additional Lot to be added to the Property (a "Future Lot"), subject to the terms and conditions of this Declaration, as from time to time amended. No Future Lot may be made subject to this Declaration unless the provisions hereof as from time to time amended shall be made senior to every encumbrance and lien against the Future Lot sought to be added to the Property as an additional Lot. Upon the proper recording of an amendment to this Declaration subjecting a Future Lot to the provisions of the Declaration, each Future Lot shall become part of the Property and the Owner thereof shall thereupon become part of the Membership and be governed by the terms of this Declaration, as amended. The effective date of Membership shall be the date of recording in the office of the Recorder of Deeds of Cook County, Illinois of an amendment to this Declaration adding a Future Lot to the Property in conformance with the terms of this Article 9. No portion or portions of any Future Lot shall be annexed to or become a part of the Property unless and until an amendment to this Declaration is recorded as aforesaid. Notwithstanding anything to the contrary contained in this Article 9 or elsewhere in this Declaration, in no event shall the Association be liable for the costs of any construction or improvements within or without the Utility Easement Areas or Driveway Easement Areas that may be made on, in or for the benefit of any Future Lot.

ARTICLE 10

TRUSTEE EXCULPATION

This Declaration is executed by Trustee, not personally, but solely in the exercise of the power and authority conferred upon and vested in Trustee as trustee. No personal liability shall be asserted or be enforceable against Trustee because of or in respect of this Declaration or its making, and all such liability, if any, is expressly waived by each taker and holder hereof; except that Trustee in its personal capacity warrants that Trustee as trustee possesses full power and authority to execute this instrument.

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[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Declarants have executed this Declaration as of the date and year first above mentioned.

BRIDGEVIEW BANK GROUP, not personally, but as Trustee as aforesaid

By: *John C. Lianspinger*
Name: John C. Lianspinger
Its: Vice President

[Signature]
LEONARD C. GOODMAN

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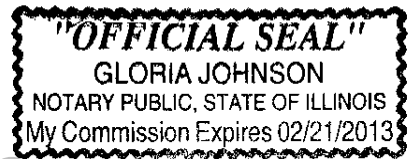
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Gloria Johnson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John C. Luenspauser, T.P. of **Bridgeview Bank Group**, not personally, but solely as Trustee under Trust Agreement dated May 10, 2006, and known as Trust No. 1-3239, personally known to me to be the same person whose name is subscribed to the foregoing *Declaration of Covenants, Conditions, Easements and Restrictions for Wellington Lake Shore Homeowners Association*, appeared before me this day in person and acknowledged that such person signed, sealed and delivered the said Declaration, on behalf of Trustee and as the free and voluntary act of said person and Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 24th day of November, 2009.

Gloria Johnson

Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KAREN OSIECKI MEEHAN, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **LEONARD C. GOODMAN**, personally known to me to be the same person whose name is subscribed to the foregoing *Declaration of Covenants, Conditions, Easements and Restrictions for Wellington Lake Shore Homeowners Association*, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Declaration, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 9TH day of NOVEMBER, 2009.



Karen Osiecki Meehan
Notary Public

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CONSENT OF LENDER

FIRST BANK OF HIGHLAND PARK ("Bank"), holder of a Mortgage Dated August 1, 2006 and Recorded August 3, 2006 as Document No. 0621556102, hereby consents to the execution and recording of the attached **First Amendment to Declaration of Driveway Easement** and agrees that said Mortgage is subject thereto.

Dated as of December 7, 2009.

FIRST BANK OF HIGHLAND PARK

By: *P. F. Stallone*
Name: PATRICK E. STALLONE
Title: EXECUTIVE VICE PRESIDENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, PATRICIA MATA, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PATRICK E. STALLONE of **FIRST BANK OF HIGHLAND PARK**, personally known to me to be the same person whose name is subscribed to the foregoing **CONSENT OF LENDER**, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of said Bank and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 7th day of December, 2009.

Patricia Mata
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION - PROPERTY

LOT A

THAT PART OF LOT 1 IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°39'00" WEST, 97.86 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 00°19'58" EAST, 56.00 FEET TO A LINE PARALLEL AND 56.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°39'00" EAST, 83.72 FEET TO THE WEST BOUNDARY LINE OF LINCOLN PARK AFORESAID; THENCE SOUTH 13°50'00" EAST ALONG SAID WEST BOUNDARY LINE OF LINCOLN PARK, 57.76 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

LOT B

THAT PART OF LOT 1 (EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 13°50'00" WEST ALONG A WESTERLY LINE OF SAID LOT 1, 131.08 FEET; THENCE NORTH 76°10'00" EAST, PERPENDICULAR TO SAID WESTERLY LINE OF SAID LOT 1, 14.79 FEET; THENCE SOUTH 07°23'44" EAST, ALONG A LINE HEREINAFTER REFERRED TO AS "LINE A", 131.91 FEET TO THE POINT OF BEGINNING) IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 07°23'44" WEST, 56.52 FEET ALONG SAID "LINE A"; THENCE SOUTH 89°39'00" EAST, 109.74 FEET ALONG A LINE PARALLEL AND 56.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 00°19'58" WEST, 56.00 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°39'00" WEST ALONG SAID SOUTH LINE OF LOT 1, 102.14 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

LOT C

THE NORTH 28.00 FEET OF THE SOUTH 84.00 FEET OF LOT 1 (MEASURED PERPENDICULAR TO THE SOUTH LINE), (EXCEPT THAT PART OF LOT 1

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DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT FOR A DISTANCE OF 131.08 FEET; THENCE EASTERLY PERPENDICULAR TO THE WEST LINE OF LOT 1 AFORESAID FOR A DISTANCE OF 14.79 FEET; THENCE SOUTHEASTERLY 131.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS) IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING THE PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117

LOT D

THE NORTH 28.00 FEET OF THE SOUTH 112.00 FEET OF LOT 1 (MEASURED PERPENDICULAR TO THE SOUTH LINE), (EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT FOR A DISTANCE OF 131.08 FEET; THENCE EASTERLY PERPENDICULAR TO THE WEST LINE OF LOT 1 AFORESAID FOR A DISTANCE OF 14.79 FEET; THENCE SOUTHEASTERLY 131.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS) IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117

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LOT E

COMMENCING AT THE NORTHEAST CORNER OF THAT PART OF LOT 1 (EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 13°50'00" WEST, 131.08 FEET, ALONG THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 76°10'00" EAST, PERPENDICULAR TO SAID WESTERLY LINE OF SAID LOT 1, 14.79 FEET; THENCE SOUTH 07°23'44" EAST, ALONG A LINE HEREINAFTER REFERRED TO AS "LINE A", 131.91 FEET TO THE POINT OF BEGINNING) IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117; THENCE SOUTH 18°42'51" EAST, 103.07 FEET ALONG SAID WEST BOUNDARY LINE OF LINCOLN PARK, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 18°42'51" EAST, 2.84 FEET ALONG SAID WEST BOUNDARY LINE, TO A BEND IN SAID WEST BOUNDARY LINE; THENCE SOUTH 17°10'59" EAST, 104.87 FEET ALONG SAID WEST BOUNDARY LINE TO ANOTHER BEND IN SAID WEST BOUNDARY LINE; THENCE SOUTH 13°50'00" EAST ALONG SAID WEST BOUNDARY LINE, 39.09 FEET; THENCE NORTH 89°39'00" WEST, 186.93 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 TO "LINE A" AFORESAID; THENCE NORTH 07°23'44" WEST ALONG SAID "LINE A", 18.88 FEET; THENCE SOUTH 76°10'00" WEST, 14.79 FEET TO THE WEST LINE OF LOT 1; THENCE NORTH 13°50'00" WEST, 23.32 FEET TO A BEND IN SAID WEST LINE; THENCE NORTH 17°10'34" WEST ALONG SAID WEST LINE, 35.49 FEET; THENCE SOUTH 89°53'15" EAST, 49.54 FEET; THENCE NORTH 00°20'20" EAST, 68.84 FEET; THENCE SOUTH 89°39'00" EAST, 128.59 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS:

Lot A – 14-28-202-034-0000

Lot B – 14-28-202-035-0000

Lot C – 14-28-202-027-0000

Lot D – Part of 14-28-202-028-0000

Lot E – 14-28-202-029-0000 and part of 14-28-202-028-0000

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EXHIBIT "B"

BY-LAWS OF THE WELLINGTON LAKE SHORE HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

BOARD OF DIRECTORS

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

- (a) the sale and conveyance of legal title to all of the Lots to owners other than Declarants; or
- (b) Declarants elect 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 Directors, Declarants shall deliver to the Board of Directors:

- (1) All original documents pertaining to the Easement Areas (as defined in the Declaration) and its administration such as the Declaration, By-Laws, Articles of Incorporation, minutes and any rules or regulations governing the Easement Areas.

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- (2) A detailed accounting by Declarants, 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 Declarants;
- (4) A schedule of all personal property, equipment and fixtures belonging to the Association;
- (5) Any contracts, leases, or other agreements made on behalf of Owners prior to the election of the initial Board of Directors.

Section 2. Board of Directors.

(a) The Board of Directors shall consist of three (3) persons (individually a "Board Member" and collectively "Board Members") who shall be appointed or elected in the manner herein provided, or such greater number as may be determined by Board resolution. Each Board Member shall be a Owner, provided, however, that in the event a Owner is a corporation, partnership, trust, trust beneficiary 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 Board Member.

(b) At the initial meeting, the Voting Members shall elect three (3) Board Members. In all elections for Board Members, 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. Board Members elected at the initial meeting shall serve until the first annual meeting. The three (3) 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 two (2) persons 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 Board Members 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. Board Members 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

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the Voting Members called for such purpose. Except as otherwise provided in the Declaration, the Easement Areas 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 Board Members 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 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 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 Easement Areas;
- (b) levying of assessments;

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- (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 Easement Areas;
- (f) to have access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Easement Areas, or for emergency repairs to prevent damage to the Easement Areas and adjacent Lots;
- (g) to pay any amount necessary to discharge a mechanic's lien or other encumbrance against the Easement Areas or any part thereof which in the opinion of the Board may be the responsibility of the Association or constitute an unpermitted lien against one or both of the Easement Areas;
- (h) to maintain and repair any Lot if such maintenance or repair is necessary, in the discretion of the Board, to protect the Easement Areas, and an 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 Owner, provided that the Board shall levy a special assessment against such 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 Easement Areas and to charge all expenses incurred in connection therewith to the Association.
- (j) the Board's powers hereinabove enumerated and described in the Declaration, shall be limited 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 Ten Thousand Dollars (\$10,000.00), 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,

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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 Easement Areas. Written notice of such rules and regulations shall be given to all 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 Easement Areas to the extent deemed advisable by the Board;

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

ARTICLE III

MEMBERSHIP MEETINGS

A. Meetings of the Owners shall be held at the principal office of the Association or at such other place in the City of Chicago, Illinois as may be designated in any notice of a Meeting, any 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 Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all, or some of the 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 Owners having one-fourth (1/4) of the total votes, and delivered not less than three (3) 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 Owners, a 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.

D. Twenty percent (20%) of the Owners at a meeting of the Owners, either in person or by proxy, shall constitute a quorum for said meeting of the Owners.

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ARTICLE IV

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 Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE V

AMENDMENTS

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

ARTICLE VI

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.

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EXHIBIT "C"

ADDITIONAL PROPERTY

LOT F

BEGINNING AT THE NORTHEAST CORNER OF THAT PART OF LOT 1 IN THE SUBDIVISION OF LOTS 2 AND 3 ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING TO PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117; THENCE SOUTH 18 DEGREES 42 MINUTES 51 SECONDS EAST, ALONG SAID WEST BOUNDARY LINE OF LINCOLN PARK, 103.07 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 00 SECONDS WEST, 128.59 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 1; THENCE NORTH 00 DEGREES 20 MINUTES 20 SECONDS WEST, 97.42 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE 94.94 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS

LOT G

THAT PART OF LOT 1 IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST BOUNDARY OF LINCOLN PARK, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 64.31 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 39 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE OF LOT 1, 40.75 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 20 SECONDS WEST, 166.26 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 15 SECONDS WEST, 36.97 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 45 SECONDS EAST 42.75 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 15 SECONDS WEST, 3.61 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 20 SECONDS EAST, 123.68 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS