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Karen A. Yarbrough
Cook County Recorder of Deeds
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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
HIBBARD GARDENS SUBDIVISION

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CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
HIBBARD GARDENS SUBDIVISION**

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THIS DECLARATION, made on the date hereinafter set forth by HRG VENTURE, LLC, an Illinois Limited Liability Company, hereinafter referred to as "Developer" or "Declarant";

WITNESSETH:

WHEREAS, HRG VENTURE, LLC is doing business in the County of Cook and the State of Illinois for the purpose of developing a residential commResidency on the Real Estate, situated in the Village of Northfield, County of Cook, and State of Illinois, at the southwest corner of the intersection of Hibbard Road and Winnetka Road and is legally described in Exhibit "A" hereto which is incorporated herein by reference; and

WHEREAS, the title to the Real Estate to be developed is held by HRG VENTURE, LLC, and the development area will be known as HIBBARD GARDENS SUBDIVISION; and

WHEREAS, Declarant/Developer intends to subdivide, develop and improve the Real Estate from time to time for single family detached residential dwellings with attached garages for the benefit of the Occupants and Owners; and

WHEREAS, in order to preserve and enhance the values of the Real Estate, including certain Common Property and the Lots subject to this Declaration, Declarant has or will form an Illinois not-for-profit corporation known as HIBBARD GARDENS HOMEOWNERS ASSOCIATION ("Association") which will own and have the responsibility for the maintenance and administration of the Common Property and enforcement of the covenants, conditions, easements and restrictions as herein provided; and

WHEREAS, the Declarant is desirous of establishing for the benefit of all future Owners or Occupants of all, or any part, of the Residences and Lots in HIBBARD GARDENS SUBDIVISION, certain easements and rights, in, over, under, and to the said Common Property, and certain restrictions with respect to the use, maintenance, upkeep and repairs to both the Common Property and the Residences, and fix the obligations and duties of each Owner or Occupant and the reciprocal obligations and duties of each Owner or Occupant of the Residences to the other.

ARTICLE I

DEFINITIONS

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1) **LOT:** The area shown on the Plat designated by a number and/or letter, being that portion of the subdivision conveyed to an Owner including the front, rear and side yards, if any, on which is or is to be constructed a residential dwelling designed and intended for use and occupancy as a residence for a single family.

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- 2) **PROJECT:** The entire Real Estate described as **HIBBARD GARDENS SUBDIVISION** and the six (6) Residences to be constructed thereon.
- 3) **PLAT:** Plat of Subdivision for **HIBBARD GARDENS SUBDIVISION** recorded and filed with the Recorder of Deeds of Cook County, Illinois.
- 4) **RESIDENCE:** A detached single family dwelling with an attached garage constructed in the Project on any of the Lots. When applicable the word "Residence" shall be used interchangeably with the word "Lot" and vice versa.
- 5) **OWNER:** The record owner, whether one or more persons, individuals or entities, of title to any Residence and Lot which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Where title to a Residence is conveyed to more than one person, or there is more than one beneficiary of a land trust holding legal title to a Residence, such persons are collectively known as "Owner".
- 6) **OCCUPANT:** Person or persons, other than an Owner, in possession of a Residence.
- 7) **BOARD:** Board of Directors of **HIBBARD GARDENS HOMEOWNERS ASSOCIATION**, (the "Association") an Illinois not-for-profit corporation.
- 8) **MANAGING AGENT:** Any person, company, or corporation appointed or employed by the Developer or Association to perform management services.
- 9) **COMMON PROPERTY:** Those areas of land, together with any and all improvements that are now or may hereafter be constructed thereon, designated as "Common Property", "Out Lots", "Common Elements", or "Common Areas" on any recorded Plat of Subdivision of the Real Estate to be devoted to the common use and enjoyment of the Members of the Association and to be conveyed to the Association by the Declarant, its successors and assigns, and which area shall be maintained by **HIBBARD GARDENS HOMEOWNERS ASSOCIATION** as provided below unless subsequently provided otherwise by Declarant. Such designation shall not be construed as a public dedication.
- 10) **DEVELOPER:** **HRG VENTURE, LLC**, an Illinois limited liability company, its successors, assigns and licensees. The Developer may be referred to herein as the "Declarant" where applicable.
- 11) **MEMBER:** Every person, individual or entity holding membership in the Association by virtue of ownership of any Residence as herein defined.
- 12) **REAL ESTATE:** The real property legally described in Exhibit "A" hereto.
- 13) **BUILDING:** A separate single family dwelling Residence.

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NOW, THEREFORE, Declarant hereby declares that all of the Common Property, Residences and Lots as herein defined, in addition to such covenants, conditions, easements and restrictions as may appear on any recorded plat of subdivision of the Project, shall be held, subject to this Declaration of Covenants, Conditions, Easements and Restrictions, recorded in the office of the Cook County Recorder of Deeds which covenants, conditions, easements and restrictions are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Common Property and the Lots. These covenants, conditions, easements and restrictions shall run with the land and shall be binding on all parties who become Members of HIBBARD GARDENS HOMEOWNERS ASSOCIATION, and their successors, assigns and grantees.

ARTICLE II

ASSOCIATION AND BOARD OF DIRECTORS

1) Prior to the sale of any one of the Residences in HIBBARD GARDENS SUBDIVISION, there shall be incorporated under the laws of the State of Illinois a not-for-profit corporation to be called "HIBBARD GARDENS HOMEOWNERS ASSOCIATION".

2) Every Owner of a Residence shall be a Member of the Association without the right of withdrawal. Membership shall be appurtenant to and shall not be separated from ownership of any Residence. Ownership of such Residence shall be the sole qualification for membership.

3) The Association shall have two classes of voting membership:

A) Class A Members shall be all Owners with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Residence owned. When more than one person holds such interest in any Residence, all such persons shall be Members. The vote for each Residence shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Residence. If more than one (1) vote is cast for a Residence and the votes cast are inconsistent the vote is nullified.

B) The Class B Member shall be the Developer, and shall be entitled to 18 votes less three votes for each Residence sold, provided that Class B membership shall cease and be converted to Class A membership on or before December 31, 2016.

4) The powers of the Association shall be vested in the Board consisting initially of three (3) directors appointed by the Developer. Said directors (or their successors who may be appointed by the Developer) shall serve until such time as the Board shall determine. At the first annual meeting of the Members of the Association as provided in the By-Laws of the Association three (3) directors shall be elected by the Owners comprising the Association. The Developer shall transfer control of the Association to the Owners no later than December 31, 2016 or one hundred twenty (120) days after the 5th Residence in the Project has been conveyed, whichever first occurs.

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5) Vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board as provided by the Articles of Incorporation or By-Laws. Said Articles and By-Laws may provide for the Directors to be elected for terms of more than one year and for such terms to be staggered so that in any year the terms of one or any number less than all of the Directors may expire. The Association shall have such officers as shall be determined by the Board 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.

6) The Board shall exercise all the powers and privileges and perform all of the duties and obligations of the Association as required by this Declaration, as it may be amended from time to time, and shall provide for, collect and shall pay for its obligations out of the assessment fund as is herein provided.

7) The Association shall adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, repair and beautification of the Project, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Project. The entire Project shall at all times be maintained subject to such rules and regulations and amendments thereto as are from time to time enacted by the Board.

8) The Board shall represent the Owners in any negotiation or other proceeding relating to termination of the Project, or condemnation or damage to the Common Property, and shall equitably and reasonably allocate to the Owners or apply to its accounts or reserves any awards or settlements it receives.

9) The Board may (but shall not be required to) appoint an Architectural Control Committee and Landscape Committee to assist and advise the Board in order to assure the maintenance of the Project and improvements therein in substantially the same style, manner and quality as created by the Developer. The Board may appoint such additional committees as it may deem necessary to advise and assist it.

ARTICLE III

MAINTENANCE FUND AND ASSESSMENTS

1) The Association shall maintain a fund to be known as the "Maintenance Fund". This fund shall be held in a federally insured bank account bearing the Association's name. The Board shall prepare an annual budget setting forth the estimated cost of all maintenance, taxes, and operation charges payable by the Association in accordance with this Declaration in its present form, or as it might be from time to time amended or changed. Each Owner shall then be assessed a prorata portion of such budget, as determined by the Board. Prior to the time all Residences in the Subdivision have been completed, the proration shall be only among those Residences for which a certificate of occupancy has been issued by the Village of Northfield, Illinois, and the annual budget shall include the real estate taxes, if any

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attributable to those portions of the Common Property, shown on the Plat.

2) Each Owner of any Residence by acceptance of a deed, therefore, whether from the Declarant or any Owner, and whether or not it shall be so expressed in any such deed or other conveyance for each such Residence owned by each Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association:

- A) annual assessments or charges to be paid in monthly installments due on the first day of each month of the year hereinafter called "monthly payment dates" or in such other installments as the Board shall elect; and
- B) special assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with the interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Residence against which each such assessment is made. Each such assessment, together with the interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person or entity who was the Owner of the Residence at the time when the assessment fell due.

3) The assessments levied by the Association and retained in the Maintenance Fund shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Project and directly related to the ownership, use and enjoyment of the Common Property. The Common Property and improvements to be maintained, repaired and replaced, as necessary, shall include but not be limited to the main private road serving each residence; the landscaping within the Common Areas, plus the landscaping within the individual lots, (unless lot specific landscaping, approved by the Board and installed by the homeowner has been excluded from the HOA maintenance obligations by the Board; the pond; real estate taxes and any other liability insurance in connection with the Common Property; the maintenance, repair and replacement of all hardscape improvements including but not limited to the private road and guest parking areas; the stone pillars and corner monument wall; the perimeter fencing along the west and southern boundaries; the retaining wall along the west property boundary; the lighting appurtenant to the signage; the indemnity signage; all on-site underground utilities and irrigation systems, including the well(s) used for irrigation and pond water replenishment; and the pond aeration system, as constructed on or about the Common Property by the Developer or the Association; the maintenance, repair and replacement of all sanitary sewer, water and storm sewer facilities up to the point of connection to Village facilities, including those facilities that may be located in public right-of-way or on areas outside of the Real Estate; for paying the costs of all labor, equipment (including the expenses of leasing any equipment) and materials required for the management, supervision and operation of the Common Property; and for otherwise performing the duties and obligations of the Board as stated herein and in its Articles of Incorporation and By-Laws.

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4) A contribution to the Association for start-up costs and the operating reserves of the Association, in an amount equal to three (3) times the first monthly assessment for the Residence, shall be collected from the purchaser at the initial sale of each Residence by the Developer, and the purchaser shall pay its prorata share of the monthly assessment beginning on the closing date and thereafter.

5) In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year for common operating expenses, or for capital improvements agreed to by a four-sixths (4/6ths) majority of the voting members of the Association.

6) Both annual and special assessments shall be apportioned to the individual home owners equally, without consideration of (i) the square footage of the Residence in relation to the square footage of other Residences in the Project; or (ii) the equalized assessed value of the Residence in relation to the equalized assessed value of other Residences in the Project; and/or (iii) the special assessments of the Residence for insurance premiums in relation to those special assessments for other Residences in the Project, it being the case that the community shall consist of only six residences, each with more or less equal lot areas, values and maintenance requirements.

7) The annual assessments for the first Owner of a Residence, as provided for herein, shall commence on the date of conveyance of the Residence by the Developer to the Owner. Annual assessments shall be collected on a monthly basis, or as otherwise determined by the Board. The payment date or dates of any special assessment, shall be fixed in the resolution authorizing such assessment. The Purchaser of a Residence from the Developer shall pay the Association at closing an amount equal to three (3) times the first full monthly assessment to be used and applied for start-up costs and the creation of an operating reserve.

8) The duties of the Board of Directors with respect to assessments shall be as follows:

- A) The Board shall fix the amount of the annual assessment applicable to each Residence for each annual assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Residences and assessments applicable thereto, which shall be kept in the office of the Association and be open to inspection by any Owner.
- B) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto showing the amount or amounts and the due date or dates if the assessment is to be paid in installments.
- C) The Board shall, upon written demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

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- D) If the Board fails to fix the amount of an assessment as provided in (A) above, each Owner shall be responsible for the payment of an amount equal to the assessment for the previous year.

9) If any assessment or part thereof is not paid within thirty (30) days after the due date, the total unpaid amount of all installments of such assessment shall immediately become due and payable and shall bear interest from the date of delinquency at four (4) percentage points (4%) over the Prime rate of interest charged by the Northern Trust Bank, Chicago, Illinois on the date the payment was due, or the highest legal rate if the rate of Prime plus four (4) percentage points (4%) is usurious. The total unpaid amount of all such installments and interest thereon shall constitute a lien on the interest in the Residence of the Owner personally obligated to pay the same and upon the recording of notice thereof by the Board shall be a lien upon such Owner's interest in the Residence. The Association may, at its election, bring an action at law for eviction or other remedy or in equity against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot and Residence subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained, such judgment shall include the interest on the assessment and the reasonable attorneys' fees, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or his Residence. Notwithstanding the foregoing, the first mortgage encumbrance owned or held by a bank, insurance company, or savings and loan association, or other person or entity engaged in the business of making real estate loans, recorded against the interest of such Owner prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances, shall have priority, except as to the amount of assessments which become due and payable from and after the date on which the said mortgage owner or holder either takes up possession of the Residence, accepts a conveyance of any interest therein (other than as security) or files a suit to foreclose its mortgage.

10) The sale or transfer of any Residence shall not discharge the assessment lien, which shall remain in full force and effect until paid in full.

11) The following real estate subject to this Declaration shall be exempt from the assessments created herein:

- A) All of the real estate dedicated to and accepted by a local public authority.
- B) The Common Property.
- C) All of the real estate owned by Declarant or Developer.

12) In the event the Directors of the Association consider the funds on deposit in HIBBARD GARDENS HOMEOWNERS ASSOCIATION account sufficient to fulfill the purposes of the Association, they may from time to time forebear the collection of the assessments provided for in this Article III for any

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one or more monthly or quarterly periods; however, any such forbearance shall not be a waiver of the right to collect future assessments. In the event that an assessment is not sufficient to cover the necessary expenditures as provided herein, the Board may from time to time increase the assessment to cover such expenditures.

13) The Board shall not expend in excess of \$15,000.00 over and above the annual budget in any calendar year without the approval at a special meeting of a simple majority of the Owners.

ARTICLE IV

TAXES

- 1) Each Owner shall be assessed, and shall pay, the real estate taxes allocated to his or her Residence.
- 2) All taxes, if any, on the Common Property shall be paid by the Association from the Maintenance Fund in accordance with Article III of this Declaration.

ARTICLE V

ROOFS

In the event it shall become necessary to repair, replace or rebuild any portion of any roof, such repairs shall be performed in compliance with the specifications set forth by the Association. The expense of such repair, replacement or rebuilding shall be borne by the Residence Owner. The costs of regular and periodic roof maintenance, including the cost incurred in the Association or the Village of Northfield or other governing body requires the periodic treatment of the roof with fire-retardants or the fireproofing of wood shingle roofs, shall be paid by the Owner of the Residence being maintained or treated.

ARTICLE VI

EASEMENTS

1) Every Member shall have a right and easement of use and enjoyment and a right of access for ingress and egress, to their Residence, including driveways, on, over, across, in, upon, and to the Common Property, including but not limited to such areas shown as streets, roadways, and access easements upon the Plat for Hibbard Gardens Subdivision, and such right and easement shall be appurtenant to and shall pass with the title to every Residence subject to the following provisions:

- A) The right of the Association, in accordance with its By-Laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Property; and
- B) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or

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transfer signed by Members entitled to cast five-sixths (5/6ths) of the votes of the combined Class A and Class B membership has been recorded.

- 2) Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Property and facilities, to the members of his family, his tenants or contract purchasers who reside in his Residence.
- 3) The Declarant hereby covenants for itself, its successors and assigns, that it will convey title to the Common Property to the Association on or before December 31, 2016.
- 4) The Declarant reserves the right to grant to AT&T, Commonwealth Edison Company, Northern Illinois Gas Company, the applicable local cable company, and all other public and quasi public utilities serving the Project, easements, in addition to those appearing on any recorded plat of subdivision for the Project, to install, lay, construct, renew, operate and maintain pipes, conduits, cables, wires, transformers, switching apparatus and other equipment over, under and across the Common Property and Lots for the purpose of providing utility services to the Project and Residences.
- 5) An easement is hereby granted to the Developer, without charge, for the purpose of erecting, maintaining, repairing and replacing exterior lighting and other advertising and promotional displays over and across the Common Property and the exterior of any structure or any Lot and Residence being used as a model for so long as the Developer, its successors, assigns and licensees, are engaged in the construction, sale or leasing of Residences on any portion of the Project.
- 6) In the event that following the initial recordation of any Plat or site plan, the Declarant, or its successors or assigns, determines that inaccuracies exist or additional utility easements are required in the Plat or site plan, Declarant hereby reserves to itself, its successors and assigns, the right to re-record the Plat or site plan for the purpose of correcting any such inaccuracies and/or additions.
- 7) A nonexclusive easement is hereby declared, reserved and granted in perpetuity over the Common Property and Lots for the benefit of duly authorized agents and employees of any governmental Residence exercising jurisdiction over the subject premises for ingress and egress to and from the public right-of-way to and over any portion of the Common Property and Lots for the purpose of providing municipal services to all portions of the Common Property and Lots.
- 8) The Common Property shall be subject to a perpetual easement in gross to the Board and the Association for the purpose of enabling and permitting the Board and the Association to properly perform their duties and responsibilities. The Board and the Association further have a perpetual easement in gross to enter upon a Lot where reasonably necessary in the judgment of the Board and the Association for the purpose of properly performing or executing a duty or responsibility of the Board and the Association in respect of other Owners, or of the Owners generally, or of the Common Property. Developer also has an easement in gross for the purpose of enabling and permitting Developer properly to perform its duties and responsibilities as Developer. Developer further has an easement in gross to

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enter upon a Lot where reasonably necessary, in the judgment of Developer, for the purpose of properly performing or executing a duty or responsibility of Developer in respect of other Owners, or of the Owners generally, or of the Common Property.

9) In the event a Residence is constructed on a Lot in such a manner that a structure encroaches and/or overhangs (above, beneath, and/or at grade level) on adjoining Lots or the Common Area, the Owners of each Lot or Common Area hereby take title subject to a perpetual easement for any such overhang and/or encroachment, which easement is hereby reserved for Declarant and all Owners, and shall include the reasonable right of access thereto for inspection, maintenance, repair and/or replacement of all or a portion thereof. In the event of a fire or other casualty that results in a total or partial destruction of a building, each building is entitled to be repaired or rebuilt in such a fashion to permit such overhangs or encroachments to be re-established.

ARTICLE VII

FIRE DAMAGE

1) In the event of damage to a Residence(s) by fire or other casualty, said Residence(s) shall be restored by the Owner or Owners thereof to substantially the same specifications, conditions and design as the original construction by the Developer, with the same type of materials as previously used and with such Residence and the Common Elements having the same vertical and horizontal boundaries as before. Such restoration or rebuilding shall be completed as soon after the damage as is reasonably possible. If the Owner fails to do so, the Association may, but shall not be required to, make the repairs or restoration, and if the cost thereof is not paid by the Owners or the Owners' insurance company such amount shall be assessed against the Owner or Owners involved, and enforced by all the remedies allowed hereunder and in law or equity.

2) It shall be mandatory for the Owner of each Residence or beneficiary to insure each Residence so owned or held in an amount equivalent to One Hundred (100%) Percent of the replacement value of such Residence to the Developer's plans and specifications, and an insurance policy evidencing such fire and extended coverage insurance shall be deposited with the Management Agent of the Project, or with the Association. If an Owner fails to purchase such insurance and provide evidence of such insurance to the Association, the Association shall have the right, but shall not be obligated, to purchase the insurance and assess the Owner of the Residence for the cost of same.

ARTICLE VIII

MAINTENANCE, ALTERATIONS AND ADDITIONS

1) Neither the Association nor an Owner may initiate any maintenance, alteration, repair or addition within the Project without complying with all applicable codes, ordinances and laws of the Village of Northfield, Illinois, and obtaining such permits as may be required thereby.

2) The exteriors of the Residences in the Project shall be painted or stained in the color

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determined by the Developer at the time of sale by the Developer to the first Owner. No change in color shall be made unless approved by the Association.

3) Each Residence Owner shall maintain his or her Residence to a standard of maintenance and repair determined by the Board of Directors of the Association and shall make such repairs and perform such maintenance as the Board may direct, in writing, from time to time. In the event an Owner fails or refuses to make repairs or perform maintenance as directed by the Board, upon thirty (30) days prior written notice, the Board may cause the repairs or maintenance to be completed from the Maintenance Fund or a reserve fund, if any, and assess the cost to the Residence. If any Owner fails or refuses to pay the cost so assessed, the unpaid sum shall be a lien against the Owner and the Residence and shall be assessed and collected pursuant to Article III hereof.

4) All exterior maintenance of a Residence shall be at the sole cost of the Owner.

5) No Owner shall make any exterior architectural changes, changes in load bearing walls, or additions to any Residence or Lot, except as may be authorized by the Developer or the Association.

6) No Owner or Occupant shall construct or erect a fence of any kind. The Association may erect fences at its discretion. Except for fences constructed by the Developer, no fence shall be authorized by the Developer or Association unless constructed from redwood, cedar, wrought iron, or simulated aluminum wrought iron.

7) No Owner or Occupant shall install exterior storm sashes, canopies or awnings on any Residence; nor build enclosures for the front or rear entrance; nor expand existing decks or patios; nor construct new decks or patios; except as authorized by the Developer or the Association.

8) No Owner or Occupant shall be permitted to erect a permanent porch on the front or rear of a Residence except as authorized by the Developer or the Association.

9) Except as set forth herein, no permanent attachments or other structure of any kind or character whatsoever shall be made, erected, permitted or maintained upon the exterior or roof of any Residence except when such attachments shall have been first submitted to and approved by the Association.

10) All costs or maintenance charges in connection with the Project not specifically allocated by this instrument to the Association shall be the responsibility of the Owner of the Residence or Residences affected.

11) Repairs or replacement of sewer, water, gas, electric, telephone, and other utility lines in the Project not completed and paid for by the applicable utility company or governmental Residence, shall be made by the Association, and the cost thereof shall be prorated equally among all Owners except that repair or replacement of such sewer, water, gas, electric, telephone and other utility lines in an individual

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Lot or Residence shall be paid by the Owner of that Lot or Residence. As with respect to the sanitary sewer, water, and storm facilities, the governing provisions of the ordinance approving the Hibbard Gardens Subdivision require that the Association assume the costs of maintenance, repair, and/or replacement of all such utilities up to that point of connection to the Village facilities, including those facilities that may be located in or under the public rights-of-way and/or private road, inside or outside of the subdivision.

12) No grade modification in a Lot which shall adversely affect drainage in the Project, and no modifications, changes or additions to Buildings, structures, fences or walls shall be initiated without, in each instance, the approval of the Developer or the Association.

13) Neither the Association nor an Owner may initiate any maintenance, alteration, repair or addition within the Project without complying with all applicable codes, ordinances and laws of the Village of Northfield, Illinois, and obtaining such permits as may be required thereby.

14) The Association shall be responsible for maintenance of the guest parking areas within the Project.

ARTICLE IX

USE OF LOTS AND COMMON PROPERTY

1) No animals of any kind, except dogs, cats or common household pets, (pigs, livestock, poultry and reptiles shall not be considered common household pets) shall be kept, raised or maintained, in any part of a Residence or Lot or on the Common Property. The Association reserves the right to adopt reasonable rules and regulations governing the keeping within any Residence of domestic dogs, cats and other household pets to prevent pets from becoming a nuisance to the Owners or Occupants of HIBBARD GARDENS SUBDIVISION.

2) No clothes, sheets, blankets, or other articles of laundry shall be hung or exposed on any part of any Residence or Lot.

3) The Owners or Occupants of Residences shall keep their premises free and clear of rubbish, trash, garbage debris or other unsightly materials, or waste. Any such materials or waste must be kept in covered sanitary containers hidden from public view until removed from the premises.

4) There shall be no courts, playfields, lounging, parking of baby carriages, playpens, swing sets, bicycles, wagons, toys, vehicles, and the like or placing of benches or chairs on any of the Common Property except as authorized or designated by the Association.

5) If any Owner or Occupant fails to maintain the Residence owned or occupied by him as herein provided, the Association may, after fourteen (14) days written notice to such defaulting Owner or

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Occupant, have such work done as may in the opinion of the Board, be necessary to keep such Residence in a condition conforming to the general quality of upkeep of all Residences in the Project, and the amount paid plus interest thereon shall be a charge against the Owner of the Residence on which said work was performed, and a lien of the Association against the Residence until paid in full.

6) Each Residence shall be used exclusively for private single family residential purposes.

7) There shall be no alteration of the Common Property and nothing shall be kept, stored, constructed, planted on, or removed therefrom, without the written consent of the Board, consistent with the presentation of the Project as a distinguished and superior residential community as represented by the Developer to the Village of Northfield, in order to preserve the unique environmental character of the HIBBARD GARDENS SUBDIVISION PUD. However, this provision should not be construed to limit or preclude residents of the community from seeking to implement improvements or changes, with Board permission, subject to the normal code and permitting requirements uniformly enforced by the Village.

8) No Owner shall permit anything to be done or kept in his or her Residence or Lot or in the Common Property which will result in injury or damage to the trees, bushes, or other planted vegetation on Common Property or other Lots or which will result in an increase in the rate charged or in the cancellation of any insurance carried by the Association or which would be in violation of any law.

9) No sign of any kind shall be displayed to the public view on or from any part of the Project, without the prior consent of the Board, except by Developer, as hereinbefore provided in Article VI provided that the Board's consent shall not be unreasonably withheld as to "For Sale" signs by Owners on their own Lot relating to the sale of their Residence.

10) No activity which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners or Occupants or may interfere with the use and enjoyment of the other Owners and Occupants or their Residences on the Common Property, shall be allowed on any Lot subject to the Declaration, provided however, the provisions of this Section shall not be applicable to the Developer when Developer is acting in accordance with its rights hereunder.

11) All Owners, Occupants and guests shall abide by the By-Laws of HIBBARD GARDENS ASSOCIATION and any rules and regulations adopted by the Board. If any Owner (either by his own conduct or by the conduct of any Occupant or guest), shall violate any of the covenants, restrictions or provisions of this Declaration or any rules or regulations adopted by the Board, and such violation shall continue after written notice or request to cure such violation from the Board, the Board may pursue any available remedy at law or in equity to eliminate such violation.

12) No truck, van, trailer, airplane, snowmobile, commercial vehicle, recreational vehicle, boat or other similar vehicle or water-borne vehicle may be maintained, stored or kept in the Project unless

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enclosed within a garage. Conventional passenger vehicles of the Owners, Occupants and their guests may be permitted to park on the Owner's driveway or other designated parking area. The term "commercial vehicle" shall include any vehicle which has a commercial message printed or otherwise displayed on it.

13) There shall be not more than one nameplate on each Residence. A nameplate shall be not more than 48 square inches in area, and shall contain only the name of the Occupant and/or the address of the Residence. The nameplate may be located on the door of the Residence or the wall adjacent thereto as prescribed by the Association.

14) No trailer, tent, shack, garage, barn, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent nor shall any of the above be parked or placed on a lot except by Developer during construction. Trailers, temporary buildings or structures may be located in the Project by the Developer and used during construction but shall be removed upon the completion thereof.

15) No Residence shall be leased by a Residence Owner for a period more or less than one (1) year without the prior written approval of the Board. Any lease must be in writing and a signed copy delivered to the Board within seven (7) days after its execution and prior to occupancy of the Residence. No Owner shall be permitted to lease a Residence to a second or subsequent lessee prior to the expiration of the one (1) year term of the previous lease unless a written request is submitted to and approved by the Board, setting forth a hardship to the Owner. In the event a hardship is granted, the Board may grant an extension of lease rights within its discretion. Any lessee of a Residence leased in accordance with this Declaration shall comply with the rules and regulations of the Association. No Residence shall be leased by an Owner for hotel or transient purposes and no portion of a Residence which is less than the entire Residence shall be leased. This Declaration, the By-Laws and rules and regulations that relate to the use of the individual Residence or the Common Property shall be applicable to any person leasing a Residence and shall be deemed to be incorporated in any lease executed in connection with a Residence. The Association may prohibit a tenant from occupying a Residence until the Owner complies with the leasing requirements prescribed by this Article.

16) Except for television satellite dishes not exceeding eighteen (18") inches in diameter which may be placed at locations approved in writing by the Board, no other exterior radio or television antennae, poles, rods, wires or other devices for reception of television, radio or other electrical transmissions or signals may be installed in the Project, except inside of a Residence.

17) There shall be no burning of refuse, leaves or other materials in the Project, nor shall unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects be allowed to remain in the Project.

18) There shall be no swimming or boating of any nature permitted in the retention pond

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within the Project.

19) There shall be no athletic or playground equipment permitted in a Lot. There shall be no permanent basketball hoops installed.

20) Nothing in the provisions of this Declaration shall require the removal or limit the use by the Developer of any structure existing on the Project on the date hereof.

ARTICLE X

LANDSCAPING, LAWN MAINTENANCE AND SNOW REMOVAL

1) Except as set forth below, all landscaping, lawn, tree and shrubbery maintenance in the Project shall be performed by the Association and no changes or alterations shall be made therein, except by approval of the Association. Maintenance of any landscaping or plantings within designated private areas of a Lot, (such as potted plants, annuals planted by the Residence Owner) shall be provided by the Owner of the Lot at the Owner's sole expense. All areas, including the front, rear and side yards, if any, shall be landscaped and planted initially by the Developer and thereafter, maintenance, including shrubbery trimming and lawn mowing shall be performed by the Association. Unless expressly stated otherwise by the Board, all costs of installation and maintenance of additional landscaping, trees or shrubbery approved by the Association for installation by an individual Owner on that Owner's Lot, shall be the sole responsibility of the Owner and such landscaping, trees or shrubbery shall be maintained in a manner consistent with the quality of maintenance provided by the Association. The cost of removal and replacement of such additional trees and shrubbery planted by the Owner on his Lot, with the approval of the Board, shall be the responsibility of the Owner of the Lot. In the event an Owner fails to remove and replace such trees or shrubbery when necessary, the Association may after thirty (30) days prior written notice, cause the appropriate removal and/or replacement to be performed and assess the cost thereof to the individual Lot Owner.

2) The Developer will install an automatic irrigation system to irrigate turf and plant materials. The Association shall pay for hand watering of trees, shrubs and other plant materials not covered by the automatic irrigation system on an as needed basis to properly care for and protect the plant material. Owners of each Residence may also water the trees, shrubs or other plant material surrounding their Residence in keeping with proper horticultural practices. The automatic irrigation system will install quick coupling devices to allow the Developer, Association or its Landscape maintenance Contractor to connect hose for the purpose of hand watering. However, the Developer, Association or its Landscape maintenance Contractor may use the exterior water spigot of a Residence in order to hand water plant materials in the vicinity of the Residence and shall not be obligated to repay the Residence Owner for the cost of the water.

3) The Association, through a private contract or otherwise, shall provide for cultivating, trimming and feeding evergreens, trees and shrubs; re-seeding, fertilizing, weed-control programs,

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spraying, feeding and trimming of trees, and planting of vegetation on the Common Property and within the individual Lots, provided that the Association reserves the right to exempt itself from any maintenance associated with approved Owner installed additional plantings. The cost of such services shall be paid from the Maintenance Fund. In the event that any trees in the Common Property must be removed or replaced, such work shall be done by the Association and charged to the Maintenance Fund.

4) The responsibility of the Association for landscape maintenance, and snow removal services (including the roads, driveways, and front sidewalk), shall commence upon the closing on the Residence. The Developer or Association may enter into an agreement with a third party to provide landscape maintenance and snow removal for all Residences and the Developer shall pay the prorata share of such expenses for the then completed but unsold Residences receiving such services.

5) If an Owner fails to pay any cost assessed by the Association pursuant to this Article X, the Association may proceed against the Owner as prescribed in Article III Section 9 hereof and shall have all remedies against the Owner as set forth therein.

6) The Association will provide for snow removal for all sidewalks, entry walks and driveways, unless otherwise determined by the Board from time to time.

ARTICLE XI

INGRESS AND EGRESS

The right of ingress and egress over all areas designated on the Plat as Common Property is hereby declared a perpetual easement for the benefit of all Owners and Occupants of Residences in HIBBARD GARDENS SUBDIVISION and for the benefit of their invitees. Said easement shall not terminate in the event any portion of said sidewalks and paths are destroyed or damaged.

ARTICLE XII

MISCELLANEOUS PROVISIONS

1) Each Residence and Lot shall be used exclusively as a single family residence of the Owner or Occupant and for no other purpose. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Project, nor shall window displays or advertising be maintained or permitted on any part of the Project or any Residence or Lot therein, nor shall any structure be erected on any portion of the Project by any Owner or Occupant.

2) Any violation of the rules and regulations adopted by the Association shall be deemed a violation of this Declaration and may be enforced or enjoined as provided in such rules and regulations, By-Laws or applicable provisions of this Declaration, or other applicable laws or ordinances.

3) The rights, privileges and powers herein granted to or retained by the Declarant shall be

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assignable to, and inure to the benefit of, any successor Declarant, or the Association.

4) Each Lot, in addition to any other lien granted herein, may be subject to a lien under the Mechanics Lien Law, made and provided by the statutes of the State of Illinois, for services rendered or materials furnished by the Association in connection with improvements or repairs on such Lot.

5) In the event title to any Residence shall be conveyed to a titleholding land trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Residence. No claim shall be made against any such titleholding trustee personally for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the Residence and proceeds of sale of the Residence notwithstanding any transfers of beneficial interest or in the title to such Residence. The Trustee of any Trust owning a Residence shall, upon written request from the Association, supply the Association with the name or names of the beneficiary of the Trust.

6) The Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7) Invalidity of any one of these covenants, conditions, easements or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8) All grantees of the Declarant by the acceptance of a deed of conveyance, and each Purchaser under articles of agreement for deed, accept the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of the Declarant, and the Association, created by this Declaration or by the Plat or deed restrictions hereto recorded; and all easements, 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 inure to the benefit of and be enforceable by the Association, or the Owner of any Residence subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, henceforth.

9) At any time and from time to time while these covenants, conditions, restrictions, reservations, equitable servitudes, grants, easements and set back lines are in effect, this Declaration may

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be amended or revoked, by the recording in the Office of the Recorder of Deeds of Cook County, Illinois, of an instrument declaring and setting forth such amendment or revocation, which instrument shall be signed by the undersigned or its successors and assigns or by the then Owners of not less than five-sixths (5/6) of the Residences in the Project. Such instrument shall be effective from and after the date of its recording, provided however, that if the Developer or its successors and assigns shall hold legal title to any Residence in the Project, then an amendment or revocation signed by not less than five-sixths (5/6) of the Owners of such Residences must also be signed by the undersigned, its successors or assigns, and if not so signed such amendment or revocation shall not be valid. A certificate signed and acknowledged by the Office of the Recorder of Deeds of Cook County, Illinois or by an abstract or title company doing business in Cook County, Illinois that such instrument or amendment or revocation has been signed by the then Owners of not less than five-sixths (5/6ths) of such Residences, and the undersigned Declarant, its successors and assigns, if applicable, shall be deemed prima facie evidence that such instrument has been signed by the Owners of the required number of Residences. A certificate confirming such amendment or revocation signed by the Board or the undersigned Declarant or its successors or assigns shall likewise be prima facie evidence that the amendment or revocation has been signed by the Owners of the required number of Residences. In the voting provided for herein and in making amendments and revocations to this Declaration, each of said platted Lots shall be deemed a Residence and the Owner or Owners thereof shall be entitled to one (1) vote and shall count as one Owner in determining the number of votes and Owners. This Section is subject to the provisions of Article II, Sections 3A and 3B hereof. Notwithstanding the provisions above, prior to the sale of all Residences in the Project, Developer reserves the right to authorize such amendments to this Declaration and other Project instruments and surveys as are not materially detrimental to the Residence Owners, and such amendments shall be effective when recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

10) Developer hereby reserves for itself, successors, assigns and licensees, the right to engage in the construction of Residences and sale of Lots which are or shall become the subject matter of this Declaration and shall be entitled to erect model Residences, sales and production offices, including all appurtenant structures and lighting which, in the sole discretion of the Developer, shall assist it in the conduct of its business.

11) Until the first Board shall have been elected and qualified, all of the rights powers and obligations which by this Declaration are to be vested in the Association and its Board shall be deemed vested in and possessed by the Developer. Until the Developer's transfer and assignment of its rights, powers and obligations to the Association, all of the lien rights and other rights herein provided for in favor of the Association and its Board shall be possessed by the Developer as fully and effectively in every respect, without diminution of any kind, as said lien rights are to be possessed by the Association and its Board. All rights of the Developer may be exercised without the consent of the Owners or the Association.

12) The Board shall have the authority and shall obtain a policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants),

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incident to the operation of the Association, in an amount not less than \$1,000,000.00 for any one occurrence alleging bodily injury or property damage. The Board shall also provide statutory workers' compensation insurance, fidelity bond, if appropriate, and at the election of the Board, may choose but need not procure errors and omissions insurance for directors and officers, which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

13) If any of the options, privileges, covenants or rights created by this Declaration or By-Laws would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision 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 on the date of execution hereof.

14) Neither the Developer/Declarant, nor the Joint Venturers, if any, nor their respective partners, representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's (or the Venturers or their respective partners, representative's or designee's) capacity as Developer, contractor, Owner, manager or Seller of the Real Estate whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board, the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise out of a contract, either express or implied. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Buildings or improvements in the Project or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or failure to act of any Owner, Occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Project, or by reason of the failure to function, or the disrepair of, any utility service (heat, air conditioning, electricity, gas, water, cable television, sewage, etc.)

15) Notwithstanding any other provision herein, the Board may engage the services of a Managing Agent to manage the Project to the extent deemed advisable by the Board; provided, however, that it is expressly understood and agreed that the Declarant or the beneficiaries of the Declarant expressly reserve the right to designate an initial Managing Agent for a period not to exceed two (2) years from the date of the closing of the sale of the last Residence in the Project with right to terminate the initial management agreement upon ninety (90) days written notice without penalty. The rights of the Board to designate a different Managing Agent shall be in all respects subject to any and all contractual rights resulting from such initial designation of Managing Agent by the Declarant.

16) The Board shall promulgate Rules and Regulations, including architectural and landscape controls from time to time, and the Owners agree to be bound and observe such rules and regulations, as

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well as the Articles of Incorporation and By-Laws of the Association.

17) Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Residence shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose ownership is subject to such mortgage or trust deed. Upon receipt by the Association of written request from the mortgagee of any Residence revealing the mortgagee's interest in such Residence, and requesting notice of any condemnation or casualty loss which affects either a material portion of the Project or the Residence securing its mortgage, delinquency in excess of sixty (60) days in the payment of assessments or charges owed by the owner of any Residence on which it holds a mortgage, a lapse, cancellation, or material modification of the Association's insurance; or proposed actions that require the consent of specified percentages of Residence Owners, the Association will provide notice thereof in a timely manner to said mortgagee. A financial statement will also be provided upon written request from such mortgagee.

18) The members of the Board and the officers thereof or of the Association and the Managing Agent shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers or Managing Agent. Such members or officers and the Managing Agent shall have no personal liability with respect to any contract made by them in good faith on behalf of the Association.

19) This Declaration shall be liberally construed as to facilitate and promote its objectives hereinabove set forth. Narrow, technical and literal construction of this instrument, inconsistent with the objectives of the Declarant, the Board and Owners shall be avoided.

20) The headings contained in this Declaration are for reference only and shall not in any way affect the meaning or interpretation of this Declaration.

21) Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner or any other persons entitled to use the Common Property or any part thereof shall be deemed to have been properly served when mailed by certified or registered mail, return receipt requested, when deposited in the Residence States mail, postage prepaid, directed to the last known address for such person, all as shown on the books and records of the Association at the time such notice is given.

22) In the event there is at any time a conflict between any provision of this Declaration and any provision of any then effective ordinance, rule or regulation of the Village of Northfield, Illinois, the ordinance, rule or regulation of the Village of Northfield then in effect shall prevail, but only to the extent it is more restrictive than this Declaration.

23) The Declarant/Developer reserves the right, prior to the date the initial meeting of Owners is held, to amend this Declaration so that it will comply with the legal requirements of the Federal

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**EXHIBIT "A" TO THE DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR THE HIBBARD GARDENS SUBDIVISION**

**LEGAL DESCRIPTION OF
HIBBARD GARDENS SUBDIVISION**

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 185.76 FEET OF THE EAST 283 FEET OF LOT 3, IN SCHILDGEN'S SUBDIVISION OF THE NORTHEAST 1/4 AND THE NORTH 10 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 2 IN SCHILDGEN'S SUBDIVISION OF THE NORTHEAST 1/4 AND THE NORTH 10 CHAINS OF THE SOUTHEAST 1/4 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 OF THE LAND DESCRIBED IN THE CAPTION OF SAID SCHILDGEN'S SUBDIVISION AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 30, 303.0 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE 77.24 FEET TO THE SOUTH LINE OF LOT 2 IN SAID SCHILDGEN'S SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF LOT 2, 283.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30, 77.12 FEET MORE OR LESS TO A POINT 303.0 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30 AND THENCE EAST 283.0 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

THAT PART OF LOTS 1 AND 2 IN SCHILDGEN'S SUBDIVISION LOCATED IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WINNETKA AVENUE AND THE CENTER LINE OF HIBBARD ROAD, THENCE SOUTH 303 FEET ALONG THE CENTER LINE OF HIBBARD ROAD TO A POINT, THENCE WEST 283 FEET PARALLEL WITH THE CENTER LINE OF WINNETKA AVENUE AND 303 FEET SOUTH OF THE CENTER LINE OF HIBBARD ROAD TO A POINT IN THE CENTER LINE OF SAID WINNETKA AVENUE 283 FEET WEST OF THE CENTER LINE OF HIBBARD ROAD THENCE EAST ALONG THE CENTER LINE OF WINNETKA AVENUE 283 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 05-30-201-030-0000
05-30-201-013-0000
05-30-201-011-0000

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EXHIBIT "B" TO THE DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR THE HIBBARD GARDENS SUBDIVISION

PERCENTAGE OF ASSESSMENTS ALLOCATED TO RESIDENCES IN
HIBBARD GARDENS SUBDIVISION

LOT	Percentage of Assessment Allocation
1	16.667%
2	16.667%
3	16.667%
4	16.667%
5	16.667%
6	16.667%
Total	100.000%

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EXHIBIT "C" TO THE DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR THE HIBBARD GARDENS SUBDIVISION

BY-LAWS OF HIBBARD GARDENS HOMEOWNERS ASSOCIATION

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**HIBBARD GARDENS HOMEOWNERS ASSOCIATION
BY-LAWS**

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HIBBARD GARDENS HOMEOWNERS ASSOCIATION

BY-LAWS

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HIBBARD GARDENS HOMEOWNERS ASSOCIATION

BY-LAWS

HIBBARD GARDENS HOMEOWNERS ASSOCIATION BY-LAWS

ARTICLE I: PURPOSES

The purpose of the HIBBARD GARDENS HOMEOWNERS ASSOCIATION, an Illinois not-for-profit Corporation, (hereinafter referred to as the "Association"), shall be to maintain, operate and manage a private residential area with Single Family Residences, improvements and common property known as HIBBARD GARDENS and located in Northfield, Illinois. The definitions of terms herein shall be consistent with the definitions of such terms set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for HIBBARD GARDENS.

ARTICLE II: OFFICES

The Corporation shall maintain in the State of Illinois a registered office and a registered agent at such office and may have other offices within or without the state.

ARTICLE III: MEMBERS

1. MEMBERSHIP: Every Owner of a Residence shall be a member of the Association without the right of withdrawal. Membership shall be appurtenant to and may not be separated from ownership of any Residence. Ownership of such Residence shall be the sole qualification for membership.
2. VOTING RIGHTS: The Association shall have two classes of voting membership:
 - a. CLASS A. Class A Members shall be all Owners with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Residence owned. When more than one person holds such interest in any Residence, all such persons shall be members. The vote for such Residence shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Residence. If conflicting votes are cast for a Residence the votes shall not be counted.
 - b. CLASS B. The Class B Member shall be the Developer, and shall be entitled to 18 votes less six votes for each Residence closed, provided that Class B membership shall cease and be converted to Class A membership on or before December 31, 2016.

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3. **TERMINATION OF MEMBERSHIP:** Upon the sale or transfer of a Residence, or the termination of a beneficial interest in any trust holding title to a Residence, membership in the Association is terminated.
4. **TRANSFER OF MEMBERSHIP:** Membership in this Association is not transferable or assignable.

ARTICLE IV: MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING: An annual meeting of the Members of the Association shall be held on or before June 15th of each year, beginning with the year 2015 or sooner as determined by the Board for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

SECTION 2. SPECIAL MEETING: Special meetings of the Members may be called either by the president, the Board of Directors, or not less than one third (1/3) of the Members having voting rights.

SECTION 3. PLACE OF MEETING: The Board of Directors may designate any place within the reasonable proximity of the HIBBARD GARDENS SUBDIVISION as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors.

SECTION 4. NOTICE OF MEETINGS: Written notice stating the place, date and time of the meeting shall be delivered not less than five nor more than forty days before the date of such meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Corporation, with postage thereon prepaid.

SECTION 5. INFORMAL ACTION BY MEMBERS: Any action required to be taken at a meeting of the Members of the Association, or any other action which may be taken at a meeting of Members, may be taken without a meeting if consent in writing, setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

SECTION 6. QUORUM: The Members holding one-half of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting at any time without

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further notice. At any adjourned meeting at which a quorum shall have been present, the withdrawal of Members from any meeting shall not cause failure of a duly constituted quorum at that meeting, and any business may be transacted which might have been transacted at the original meeting.

SECTION 7. PROXIES. Each Member entitled to vote at a meeting or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after eleven months from its date, unless the proxy provided for a longer period.

ARTICLE V: BOARD OF DIRECTORS

SECTION 1. GENERAL POWERS. The affairs of the Association shall be managed by its Board of Directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS: Prior to the first annual meeting the number of Directors shall be three and shall be appointed by the Developer. At the first annual meeting of the Members of the Association three Directors shall be elected (one for a two-year term and two for a one-year term). Thereafter, all Directors shall be elected for two-year terms. Each Director shall hold office until their term expires and until their successor shall have been elected and qualified. Directors need not be residents of Illinois or Members of the Association. By amendment of this Section, the number of Directors may be increased to any number from time to time but shall not be decreased to less than three after the first annual meeting. The terms of office may be increased to up to three years by amendment hereof.

SECTION 3. REGULAR MEETINGS: A regular annual meeting of the Board of Directors shall be held without other notice than these by-laws, immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by or at the request of the president or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place within a reasonable proximity of HIBBARD GARDENS SUBDIVISION as the place for holding any special meeting of the Board so called.

SECTION 5. NOTICE: Notice of any special meeting of the Board of Directors shall be given at least five (5) days previously thereto by written notice to each Director at his or her address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered

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when deposited in the Residence States mail in a sealed envelope so addressed, with postage thereon prepaid. Notice of any special meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

SECTION 6. QUORUM: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting to another time without further notice.

SECTION 7. MANNER OF ACTING: The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these By-Laws, or the Articles of Incorporation.

SECTION 8. VACANCIES: Any vacancy occurring in the Board of Directors shall be filled by the Board of Directors unless the Articles of Incorporation, a statute, or these By-Laws provide that a vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 9. COMPENSATION: Directors shall not receive any salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for each regular or special meeting of the Board, provided that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving reasonable compensation therefore.

ARTICLE VI: OFFICERS

SECTION 1. OFFICERS: The officers of the Association shall include the president, one vice president, one treasurer, and a secretary, and other officers as may be elected by the Board of Directors. Officers whose authority and duties are not prescribed in these By-Laws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors.

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Any two or more offices may be held by the same person, except the offices of president and secretary.

SECTION 2. ELECTION AND TERM OF OFFICE: The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. REMOVAL: Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. PRESIDENT: The president shall be the principal executive officer of the Association. Subject to the direction and control of the Board of Directors, he/she shall be in charge of the business and affairs of the Association, he/she shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which the responsibility is assigned to some other person by the Board of Directors, and, in general, he/she shall discharge all duties incident to the office of the president and such other duties as may be prescribed by the Board of Directors. He/she shall preside at all meeting of the Members and of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, he/she may execute for the Association any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, and he/she may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. He/she may vote all proxies and securities which the Association is entitled to vote except to the extent such authority shall be vested in a different officer or agent of the Association by the Board of Directors.

SECTION 5. VICE-PRESIDENT: The vice-president shall assist the president in the discharge of his or her duties as the president may direct and shall perform such other duties as from time to time may be assigned by the president or by the Board of Directors. In the absence of the

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president or in the event of the inability or refusal of the president to act, the vice-president shall perform the duties of the president and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, the vice-president (or any of them if there are more than one) may execute for the Association any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, and may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors according to the requirements of the form of the instrument.

SECTION 6. TREASURER: The treasurer shall be the principal accounting and financial officer of the Association. The Treasurer shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the Association; (b) have charge and custody of all funds and securities of the Association, and be responsible therefore, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the president or by the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 7. SECRETARY: The secretary shall record the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, be custodian of the corporate records and of the seal of the Association, if any, keep a register of the post office address of each Member which shall be furnished to the secretary by such Member, and perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the president or by the Board of Directors.

ARTICLE VII: COMMITTEES

SECTION 1. COMMITTEES OF DIRECTORS: The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, including an Architectural Review Committee and Landscape Committee, each of which shall consist of two or more members, which committees, to the extent not restricted by law, shall have and exercise the authority granted by the Board of Directors. The designation of such committees

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and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law.

SECTION 2. OTHER COMMITTEES: Other committees may also be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, Members of each such committee shall be Members of the Association and the Board of Directors of the Corporation shall appoint the Members thereof. Any Member thereof may be removed by the Board of Directors whenever in its judgment the best interests of the Association shall be served by such removal.

SECTION 3. TERM OF OFFICE: Each member of a committee shall continue as such until the next annual meeting of the Members of the Association and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member is removed from such committee, or unless such member shall cease to qualify as a member thereof.

SECTION 4. CHAIRMAN: One member of each committee shall be appointed chairman.

SECTION 5. VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6. QUORUM: Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 7. RULES: Each committee may adopt rules for its own proceedings not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII: CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

SECTION 1. CONTRACTS: The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any lawful contract or execute and deliver any lawful instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. Unless otherwise provided in such resolution, such instruments shall be signed by the president, or by the vice-president

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in his or her absence, or by the treasurer in the absence of both the president and vice-president.

SECTION 3. DEPOSITS: All funds of the Association shall be deposited from time to time to the credit of the Association in such federally insured banks, trust companies, or other depositories as the Board of Directors may select.

SECTION 4. GIFTS: The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or other property for the general purposes or for any special purpose of the Association.

ARTICLE IX: BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep, at the registered or principal office, a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his agent or attorney for any lawful and proper purpose at any reasonable time.

ARTICLE X: FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE XI: ASSESSMENTS

SECTION 1. The Board of Directors of the Association shall fix the amount of the annual assessment, to be charged to each Residence for each annual assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Residences and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

1. Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto showing the amount or amounts and the due date or dates if the assessment is to be paid in installments.
2. The Board of Directors shall, upon written demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

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3. If the Board fails to fix the amount of an assessment as provided in (1) above, each Owner shall be responsible for the payment of an amount equal to the assessment for the previous year.

SECTION 2. RESERVES and SPECIAL ASSESSMENTS: The annual assessment may include the collection of funds to establish a reserve for the replacement of improvements to the Common Areas and other areas which the Association is obligated to maintain, and shall determine the level of replacement reserve funding. The Board may, by a resolution approved by a majority vote, adopt a policy with respect to special assessments in lieu of full reserve funding. If such policy is adopted, it shall state the intended percentage of replacement reserves to be collected, and shall provide for a written notice of special assessment that shall be not less than 30 days prior to the due date for payment of such special assessment.

SECTION 3. DUTIES: The Board shall exercise all the power and privileges and perform all of the duties and obligations of the Association, and shall provide for, collect and make payments from the assessment funds as is necessary.

SECTION 4. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION:

If any assessment, special assessment, or part thereof is not paid within thirty (30) days after the due date, the total unpaid amount of all installments of such assessment shall immediately become due and payable and shall bear interest from the date of delinquency at four (4) points over the prime rate of interest published in the Wall Street Journal, or the highest legal rate if the rate of prime plus four (4) points is usurious. The total unpaid amount of all such installments and interest thereon shall constitute a lien on the interest in the Residence and Residence of the Owner personally obligated to pay the same and upon the recording of notice thereof by the Board of Directors of the Association shall be a lien upon such Owner's interest in the Residence and Residence. The Association may, at its election, bring an action at law or in equity against the Owner personally obligated to pay the same in order to enforce payment and/or foreclose the lien against the Residence and Residence subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or of his Residence and Residence. Notwithstanding the foregoing, the first mortgage encumbrance owned or held by a bank, insurance company, or savings and loan

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association, or other person or entity engaged in the business of making real estate loans, recorded against the interest of such Owner prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances, shall have priority, except as to the amount of assessments which become due and payable from and after the date on which the said mortgage owner or holder either takes up possession of the Residence and Residence, accepts a conveyance of any interest therein (other than as security), or files a suit to foreclose its mortgage.

ARTICLE XII: SEAL

The corporate seal, if any, shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Illinois".

ARTICLE XIII: WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-for-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIV: AMENDMENTS

The power to alter, amend, or repeal the By-Laws or adopt new By-Laws shall be vested in the Board of Directors unless otherwise provided in the Articles of Incorporation or the By-Laws. Such action may be taken at regular or special meeting for which written notice of the purpose shall be given. The By-Laws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or the Articles of Incorporation.

ARTICLE XV: INDEMNIFICATION

The Association shall indemnify any Officer or Director who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suite or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and with

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respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that he or her conduct was unlawful. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a Director, Officer, employee or agent of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a Director, Officer, employee or agent of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to herein above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

The Association is authorized to pay expenses incurred in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association.

The indemnification provided hereby shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity or as to action in another capacity while holding such office, and shall continue as to a person who has

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ceased to be a Director, Officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions hereof.

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