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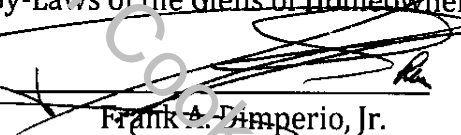
RECORDING
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BY-LAWS OF THE
GLENS OF
CONNEMARA
HOMEOWNERS
ASSOCIATION



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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/09/2015 10:03 AM Pg: 1 of 24


The Board of Directors of the Glens of Connemara Homeowners Association hereby having previously approved and authorized the attached By-Laws for the Glens of Homeowners Association and having voted to record the same, hereby agree to record the By-Laws of the Glens of Homeowners Association.

Approved by: 

Frank A. Dimperio, Jr.
President of the Glens of Connemara
Homeowners Association

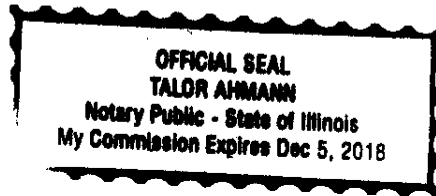
State of Illinois)
) ss
County of Cook)

The above person Frank A. Dimperio, Jr., known personally to me as the president of the Glens of Connemara Homeowners Association, appeared before me and under oath placed his hand and the seal of the company above as its free and voluntary act.



Notary

Dated: 6/3/15



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GLENS OF CONNEMARA
HOMEOWNERS ASSOCIATION
BY LAWS

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GLENS OF CONNEMARA HOMEOWNERS ASSOCIATION BY-LAWS

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**BY-LAWS
OF
GLENS OF CONNEMARA
HOMEOWNERS ASSOCIATION**

ARTICLE I

Name of Association and Definition of Terms

Section 1. NAME. The name of the Association is GLENS OF CONNEMARA HOMEOWNERS ASSOCIATION.

Section 2. DEFINITIONS. Any term used in these By-Laws shall have the normal and customary meaning in the context of homeowners associations in Illinois except as set forth below or as the context otherwise requires. Any specific term as defined in the Declaration of the Glens of Connemara, recorded with the Cook County Recorder of Deeds Office on October 12, 2006, as amended from time-to-time, shall be ascribed the same meaning set forth herein. The following specific terms are defined as follows:

a) "ASSOCIATION" means the GLENS OF CONNEMARA HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.

b) "BOARD" means the Board of Directors of the Association.

c) "DIRECTOR" means a Director on the Board.

d) "ARTICLES OF INCORPORATION" means the Articles of Incorporation of the Association filed in the Office of the Secretary of State of Illinois, as amended from time to time.

e) "BY-LAWS" means this document and any amendments made by the Board from time to time. This document supersedes and replaces any and all By-laws of the Association that may have been approved and are not otherwise available.

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f) "INITIAL PARCEL" means the parcel or tract of real estate described in Declaration.

g) "ANNEXATION PARCEL" means the parcel or parcels of real estate as added to the Development per the Declaration, and which the Developer may, at its sole option, submit to the provisions hereof and annex to the Parcel pursuant to the provisions of the Declaration and as adopted by right to these By-laws.

h) "ADD-ON PARCEL" means any part of the Annexation Parcel actually submitted to the provisions of the Declaration and the provisions hereof and annexed to the Parcel. Developer or its Successors and Assigns are hereby granted the right to annex as "Add-On Parcel" at any time during the Declaration.

i) "PARCEL" means (i) the Initial Parcel, and (ii) any Annexation Parcel or Add-On Parcel, from and after, but not before, such Annexation Parcel/Add-On Parcel is submitted to the provisions hereof and annexed to the Parcel.

j) "DEVELOPMENT" means (i) all the land, property and space comprising the Parcel and all improvements and structures now or hereafter erected, constructed or contained thereon or therein, (ii) all easements, rights and appurtenances now or hereafter belonging to the Parcel, and (iii) all furniture, furnishings, fixtures, facilities and equipment now or hereafter located on the Common Ground Parcel which are intended for the mutual use, benefit or enjoyment of all Owners.

k) "HOME" shall also mean Single Family Home.

l) "OWNER" shall also mean Homeowner.

m) "OCCUPANT" means a person or persons in possession of a Single Family Home, regardless of whether such person is a Homeowner.

n) "DEVELOPER" means HOMEWERKS-LEMONT, LLC, an Illinois Limited Liability Company, and any successor or assigns of HOMEWERKS-LEMONT, LLC which expressly assigns its rights as the Developer hereunder (however successor and assigns shall not mean any sale of the individual lots or Single Family Home, but as of the Developer as a whole). Developer shall also mean any of the principals of the Developer or other entity which is owned in whole or in part by one or more of the principals of the Developer. Developer and the word "Declarant" as used herein and in the Declarations, as amended shall have the same meaning.

o) "AMENDMENT TO THE BY-LAWS" means any amendment to these By-Laws as approved by two thirds (2/3) of the Members of the Association.

p) "MEMBER" means any Owner.

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ARTICLE II Members

Section 1. ELIGIBILITY. The Members of the Association shall consist of all the Owners in the Development but shall be limited to one Member per Home or Lot. If the Single Family Home is owned jointly or by more than one entity then there shall only be one Member of the Association entitled to vote at any Meeting of the Association. The Developer shall be considered a Member for each Single Family Home or Lot that it owns. The Developer shall have rights superior to other Members as set forth herein, including but not limited to voting rights. To the extent that the granting of such rights constitutes the need to create a separate class of Members for purpose of Illinois-Not-For-Profit Act, then these By-Laws shall be construed to create two separate classes of members being in one class the Members who are individual Single Family Homeowner and in the other class the Developer.

Section 2. SUCCESSION. The membership of each Owner in the Association shall terminate when said Owner ceases to be an owner of a Home or Lot, and upon the sale, transfer or other disposition of such Home or Lot said Owner's membership in the Association shall be deemed automatically transferred to the new Owner.

Section 3. ANNUAL MEETINGS. The First Meeting shall be held on a date to be determined as provided in the Declaration. Thereafter there shall be an annual meeting of Owners on or about the first of November following such First Meeting, and on or about the first of November of each succeeding year thereafter at 7:00 p.m., or at such other reasonable time or date as may be designated by the Board. Each such meeting of Owners shall be held at such place in Cook County, Illinois, and at such time and date as shall be specified in the written notice of such meeting which shall be sent to the Owners at least 10 days prior to the date of such meeting.

Section 4. SPECIAL MEETINGS. A special meeting of the Owners may be called at any time by the President of the Association, by a majority of the Directors of the Board or upon written request of at least 66% of all the Owners. Said special meeting shall be called by sending written notice thereof to all Owners, Developers and Declarant not less than 10 days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 5. DELIVERY OF NOTICE OF MEETINGS. Notice of a meeting may be delivered either personally or by mail or email to a Single Family Homeowner at the address given to the board by said Single Family Homeowner, if no other address for such purpose has been given to the board. Presence at an Owner's meeting shall constitute waiver of the Notice or objection thereto.

Section 6. VOTING. Each Owner shall have one (1) vote. If any Single Family Homeowner consists of more than one (1) person, the voting rights of such Single

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Family Homeowner shall not be divided but shall be exercised as if the Single Family Homeowner consisted of only one (1) person, in accordance with the proxy or other designation made by the persons constituting such Single Family Homeowner. The Developer may exercise all voting rights with respect to the Single Family Homes or Lots owned by Trustee or Developer from time to time.

Notwithstanding the foregoing, or any other provision of the By-Laws, the Board shall have the right and power to suspend the voting rights of any Single Family Homeowner during such period the Single Family Homeowner's Community Expense assessments, or any other monetary obligations due and owing the Association from the Single Family Homeowner, remains delinquent and unpaid.

Section 7. PROXIES. At all meetings of the Owners, each Single Family Homeowner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his Single Family Home or Lot.

ARTICLE III Board of Directors

Section 1. NUMBER, ELECTION AND TERM OF OFFICE. The Board shall consist of 3 Directors. Except for the Directors appointed to the First Board, Directors shall be elected at the regular annual meeting of Association Members. As long as the Developer holds title to any Single Family Home or Lot, the Developer shall have the right, at its option, to appoint all of the Board members. In the event that at the time of the Turnover Date, the Developer/Declarant holds title to any Lot or Home in the Development, the Developer/Declarant shall have the absolute right to appoint at least one (1) of the Board members, and shall be able to do so until such time the Developer/Declarant ceases to own any Lot or Home within the Development.

After the turnover date, the Owners shall elect the Board members by majority vote with each Owner being able cast one vote for each Home or Lot that the Owner has title to for each Director position that is open. Those Directors receiving the greatest number of votes shall be deemed elected, except for those times when the Developer appoints the Directors. Every elected Director shall hold office for a term of one (1) year and thereafter until his successor shall be elected and qualified.

The total number of Directors, i.e. three (3), shall not be amended only with 67% vote of all Members and with the consent of the Developer/Declarant.

A majority of the total number of Directors on the Board from time to time shall constitute a quorum. Except for Directors appointed by the Developer, each Director shall be a Homeowner, the spouse of a Homeowner (or, if a Single Family Homeowner is a trustee of a trust, a Director may be a beneficiary of such trust or the spouse of such beneficiary) or one (1) of the Persons whose estates or interests aggregate fee simple ownership of a Single Family Home, except for the appointed Director, who may be any

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natural person. If a Director shall cease to meet the requirements set forth in the preceding sentence during his terms or in the event of the death, resignation or refusal or inability to act of any Director, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant. Any vacancy occurring on the board may be filled by a majority vote of the remaining Directors thereof, except that any vacant position on the Board, which was last filled by a Director appointed by the Developer, may be filled only by a person appointed by the Developer. Any Director elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds. Any Director, except those appointed by the Developer/Declarant, may be removed from office, with or without cause, by a vote of 66% of all Owners, and in any such case such Director's place on the Board shall be filled as hereinabove provided.

Section 2. MEETINGS. A regular annual meeting of the Board shall be held immediately subsequent to the regular annual meeting of Owners. Regular meetings of the Board other than the aforesaid regular annual meeting shall be with such frequency and at such place and hour as may be fixed from time to time by resolution of the Board. Special meetings of the Board shall be held upon a call by the president of the Association or by a majority of the Board on not less than 48 hours notice in writing to each Director, delivered personally, by mail, email or by telephone. Any Director may waive notice of a meeting, or consent to any action of the Board without meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting. The Directors shall have the right to take action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the Directors. Action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 3. COMPENSATION. Directors shall receive no compensation for their services unless expressly provided for in a resolution duly adopted by the Owners; provided, however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. Notwithstanding the foregoing, if a Director is a professional and his attendance is required at the Board meeting, said Director shall be entitled to the customary and regular hourly rates for such time as being in attendance.

Section 4. POWERS AND DUTIES. The Board shall have the following powers and duties:

- a) To elect and remove the officers of the Association hereinafter provided.
- b) to administer the affairs of the Association and the Development, and in furtherance thereof to acquire and own real and personal property and any interests or rights therein to purchase and maintain appropriate insurance policies to adequately insure such property, interests and rights, to purchase and maintain appropriate policies insuring directors and officers of the Association against liability, all on a not-for-profit basis;

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- c) to engage the services of a Managing Agent to maintain, repair, replace, administer and operate the Development or any part thereof upon such terms and for such compensation and with such authority as the Board may approve;
- d) To formulate policies for the administration, management and operation of the Development;
- e) to adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation and use of the Development and the Community Area and Development Area and also governing the personal conduct of the Owners and their guests and invitees and to amend such rules and regulations from time to time and for the health, comfort, safety and general welfare of the Owners;
- f) To establish penalties and fines for the violation of the provisions of the Declaration, these By-Laws or the aforesaid rules and regulations;
- g) to provide for the maintenance, repair and replacement of the Community Area and Development Area and portions of the Single Family Homes as provided in the Declaration, payment therefore, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;
- h) To declare, at the boards discretion, the office of a Director to be vacant in the event such director shall be absent, without good reason, from 3 consecutive regular meetings of the Board;
- i) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to contract for any services deemed necessary or desirable by the Board, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Development and the Community Area and Development Area and to delegate any such powers to the Managing Agent (and to any employees or other personnel of the Managing Agent);
- j) To appoint committees of the Board as the Board deems appropriate and to delegate to such committees the board's authority to carry out certain duties of the Board;
- k) To determine from time to time the fiscal year of the Association as the Board deems advisable;
- l) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owner (excluding the Trustee and the Developer) their respective shares of the Community Expenses;
- m) To grant licenses, concessions or easements over portions of the Community Area and Development Area;

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n) to cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at each regular annual meeting of the members or at any special meeting when such statement is requested in writing by 66% of the members;

o) To the extent the Board deems necessary or appropriate, to cause any officers or employees having fiscal responsibilities to be bonded;

p) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Owners after the Turnover date;

q) to suspend the voting rights of any Owner during such period the Owner Community Expense Assessment, or any other monetary obligations due and owing the Association from the Owner, remains delinquent and unpaid; and

r) To exercise all other powers and duties of the Owners as a group, and all powers and duties of the Board set forth in the Declaration, and to give effect to the provisions of the Declaration.

Section 5. LIMITATION OF BOARD'S POWER. Notwithstanding any provision in this Article or elsewhere in these By-Laws, the board shall not have the power or duty to act in any way which materially impairs the development of the Development or the Annexation Parcel, as contemplated in the Declaration, or which impairs or infringes Trustee and/or Developer's/Declarant's rights set forth in the Declaration or in these By-Laws, including but not limited to voting rights and right to appoint a Director, and the Deeds and Plats of Subdivision of record.

The Developer, so long as it maintains ownership in a Lot(s) or Home(s) shall have the inalienable right to use the Lot or Home as the Developer/Declarant deems appropriate and reasonable, including the right for use as a model home, rental property or other legal use. So long as the Developer retains ownership in any Home or Lot, the Board, and all subsequent Boards, shall be prohibited from commencing suit or bringing a cause of action to challenge the rights of the Developer or Declarant. The Association shall not amend, change, modify or rescind this provision at any time. The Association shall not by an amendment to these By-Laws, the Declarations, or by the promulgation of any rules, regulations or by-laws, impinge upon, impair, infringe or limit the Developer's rights as defined herein or in the Declaration. In the event the Board, or subsequent Board, brings an action to challenge the rights of the Developer or Declarant, the Association hereby agrees to pay all costs and expenses, including but not limited to the reasonable attorney's fees incurred by the Declarant or Developer in defending such action.

ARTICLE IV Officers

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Section 1. DESIGNATION. At each regular annual meeting, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

a) a President, who (i) shall be a Director (ii) shall preside over the meetings of the Board and of the Owners (iii) shall be the chief executive officer of the Association (iv) shall see that orders and resolutions of the Board are carried out, and (v) shall sign all leases, mortgages, deeds, contracts and other written instruments on behalf of the Association, other than checks issued in the normal course of the Association's affairs;

b) A Vice-President who shall be a Director shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c) a Secretary, who (i) shall record the notes and keep the minutes of all meetings of the Board and of the Owners (ii) shall keep the corporate seal of the Associations (if the Association has a corporate seal) and affix it on all appropriate papers (iii) shall serve notice of meetings of the Board and of the members (iv) shall keep appropriate current records showing the members of the Association together with their addresses, and (v) shall, in general, perform all the duties incident to the office of Secretary;

d) a Treasurer, who (i) shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported (ii) shall disburse such funds as directed by resolution of the Board (iii) shall sign all checks and promissory notes of the Association (iv) may, but shall not be required to, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, and (v) shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members; and

e) Such additional officers as the Board shall see fit to elect.

Section 2. POWERS. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. TERM OF OFFICE. Each officer shall hold office for a term of one year and thereafter until his successor shall have been elected and qualified.

Section 4. VACANCIES. A vacancy in any office shall be filled by the Board by a majority vote of the Directors at a regular or special meeting of said Board. Any officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed with or without cause at any time by the Board at a regular or special meeting thereof.

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Section 5. COMPENSATION. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners; provided, however, any officer may be reimbursed for his actual expenses incurred in the performance of his duties. Notwithstanding the foregoing, if an Officer is a professional and his attendance is required at the Board meeting, said Officer shall be entitled to the customary and regular hourly rates for such time as being in attendance.

ARTICLE V Assessments

Section 1. ANNUAL BUDGET. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Community Expenses and cash requirements for the year, including management, salaries, wages, payroll taxes, real estate taxes on the Community Area and Development Area, legal and accounting fees, supplies, materials equipment, parts, services, maintenance, repairs, replacements, landscaping, snow removal, garbage and refuse removal, insurance, fuel, power, water service and water usage charges, utilities, maintenance of security to the extent deemed appropriate by the Board, maintenance of detention pond, aerator and mechanical and electrical systems attached thereto, lighting, sidewalks, bike paths, and other items as specified in the Declaration and all other Community Expenses. The annual budget shall also take into account the estimated net available cash income for such fiscal year. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the board. The Board shall each year secure professional advice regarding the adequacy of the reserve funds for contingencies and replacements. The contingency and replacement accounts shall not be used for any other purpose than that for which they are established and maintained. To the extent that the assessments and other cash income collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. ASSESSMENTS. The Developer / Declarant has made infrastructure improvements upon the Development, including but not limited to the water, sewer, sidewalk, bike path, lighting, curbs, gutters and streets as well as the improvements of the Community Area and Development Area and parkways. These infrastructure improvements are the responsibility of the Association and all Owners to maintain and not interfere with or damage. The estimated annual budget for each fiscal year and any amendments or changes thereto shall be approved by the Board. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Owner shall pay such Owner's share of the monthly assessment for the Community Expenses in accordance with the provisions of the Declaration. The Owner shall be determined as set forth in the Declaration. Pursuant to rules and regulations duly adopted by the Board, the Board may assess a late charge against any Single Family Homeowner who fails to pay the monthly assessment on his

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Home or Lot when due. Copies of said estimated annual budget any amendments or changes thereto shall be furnished by the Board to each Owner not less than 30 days after the first monthly assessment, based upon said annual budget or amended or changed annual budget, is due. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year or shall be delayed in doing so, each Owner shall continue to pay each month the amount of his prior respective monthly assessment to the Managing Agent or as may be otherwise directed by the Board. No Owner (except the Trustee and the Developer) shall be relieved of his obligation to pay his assessment by abandoning or not using his Home or Community Area and Development Area.

The Developer / Declarant shall not be responsible to pay any Assessment or Special Assessment for the lots that the Developer / Declarant owns; to the extent that this provision is in conflict with the Declarations, this provision shall be controlling over the Declarations and constitute a Developer's right, which shall not be subject to amendment without the specific approval of the Developer / Declarant.

Section 2.1 SPECIAL ASSESSMENTS. In addition to the regular assessments authorized by these Bylaws and the Declaration, the Association may levy in any assessment year a special assessment, applicable to the year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstructing, unexpected repair or replacement of the landscaping, lighting, curb, gutter, sidewalk, bike path, recreational facilities, Community Areas, Development Areas, fences or other improvements. All such Special Assessments shall be made by the consent of a majority of the Board of Directors. As with Assessments, all Special Assessments that are applied against the entire Development shall be share equally by all lots, except for those lots owned by the Developer or Declarant, which shall be exempt from any and all Special Assessments.

In the event an Owner, or the Owner's agents, damages any of the infrastructure improvements, the Association can declare that such Owner shall be responsible for the repairs and/or the costs to make such repairs by way of a Special Assessment that is specific to the Owner and the lot.

Section 3. PARTIAL YEAR OR MONTH. For each year that a budget is not approved at the commencement of the year, and the budget shall be less than a full year, then the monthly assessments for each Owner shall reflect the total amount owed for such year, including those months and days where a budget was not approved and Community Expenses were not assessed or collected. Failure to time approve such Budget at the commencement of the year shall not constitute a waiver of the payment or right to delay the payment of the Community Expenses or assessments.

Section 4. ANNUAL REPORT. Within 90 days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem

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desirable. All such reports shall be made available at the next Board of Directors meeting after the reports are prepared.

Section 5. SUPPLEMENTAL BUDGET. In the event that during the course of any year it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Community Expenses for the remainder of such year, than the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Single Family Homeowner, and thereupon a supplemental assessment shall be made to each Single Family Homeowner for his proportionate share of such supplemental budget.

Section 6. CAPITAL EXPENDITURES AND LONG TERM CONTRACTS. Except for capital expenditures and contracts specifically authorized by the Declaration and these By-Laws, the Board shall not approve any capital expenditure in excess of Ten Thousand Dollars (\$10,000.00) (unless required for emergency repair, protection or operation of the Community Area and Development Area, insurance, the mechanical, lighting and electrical systems) nor enter into any contract for more than three (3) years, without prior approval of 66% of the Owners.

Section 7. LIEN. It shall be the duty of every Owner (excluding Trustee and Developer) to pay his proportionate share of the Community Expenses, as assessed in the manner herein and in the Declaration provided by an Assessment and/or all Special Assessments.

If any Owner shall fail or refuse to make any such payment of the Community Expenses and Special Assessments when due, the amount thereof (plus any late charge assessed against such Single Family Homeowner), together with interest thereon after said Community Expenses and/or Special Assessment becomes due and payable, at the maximum rate permitted by the laws of the State of Illinois, and costs of collection, including reasonable attorneys' fees, shall constitute a lien on the interest of such Home and Lot, and upon the personal property of such Owner located in his Home or elsewhere in the Development, provided, however, that such lien shall be subordinate to the lien of a prior recorded mortgage held by a mortgagee on the interest of such Owner, except for the amount of the proportionate share of Community Expenses and/or Special Assessments which becomes due and payable from and after the date on which such mortgagee or a purchaser at a foreclosure sale either takes possession of the Home or Lot or accepts a conveyance of any interest therein or the date on which said mortgagee causes a receiver to be appointed for the Home or Lot. Any and all such liens would run with the land.

The Association, or its successors and assigns, or the Board or its agents, shall have the right to bring an action at law against the Owner personally obligated to pay the same or to maintain a suit to foreclosure any such lien against the Home or Lot, and there shall be added to the amount due the costs of said suit and other fees expenses, together

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with interest at the highest legal rate and reasonable attorney's fees. Furthermore, if any Owner shall fail or refuse to pay when due his proportionate share of the Community Expenses and/or Special Assessments and such Owner withholds possession of his Home or Lot, after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to immediate possession of such Home or Lot. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies in the manner prescribed by the Illinois Code of Civil Procedure, the Declaration or these By-Laws or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

If the Homeowner seeks to transfer title to the Home or Lot to another entity or third party, the Owner shall be responsible to pay any balance due under this provision, including interest, attorney's fees, penalties and court costs, prior to receiving an assessment letter and right to sell.

Section 8. RECORDS AND STATEMENT OF ACCOUNT. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures of the Association, specifying and itemizing the Community Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

Upon receipt of 10 days written notice to it or to the Association from an Owner or mortgagee of record, and upon payment of a reasonable fee, the Board shall furnish to said Owner or mortgagee, as the case may be, a statement of the account setting forth the amount of any unpaid assessments or other charges due and owing from said Owner. If a Board or Managing Agent certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to reasonable inspection by any member with or without a reasonable charge for the service, including but not limited to costs to make copies.

Section 9. DISCHARGE OF LIENS. The Board may cause the Association to discharge any mechanic's lien or other encumbrance that in the opinion of the Board may constitute a lien against the Development or the Community Area and Development Area, rather than a lien against only a particular Home or Lot. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible therefore shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 10. HOLDING OF FUNDS. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Single Family HOMEOWNERS and for such adjustments as may be required to reflect delinquent or

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prepaid assessments) shall be deemed to be held for the sole benefit, use and account of all Single Family HOMEOWNERS equally.

ARTICLE VI Contractual Powers

No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors of the Association are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board, or the meeting of a committee thereof, which authorizes or approves the contract or transaction, or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

b) the contract or transaction is just and reasonable as to the Association at the time is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes approves or ratifies a contract or transaction.

ARTICLE VII Indemnification

Section 1. GENERAL. 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 complete 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 is or was a Director, an officer of the Association or a member of any committee appointed pursuant to these By-Laws, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or imposed on him in connection with such action, suit or proceeding provided said person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his 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 reasonably believed to be in or not opposed to the

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best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his 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, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, an officer of the Association or a member of any committee appointed pursuant to these By-Laws, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit provided said person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except 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 gross negligence, willful misconduct or fraud in the performance of his duty to the Association.

Section 2. **SUCCESS ON MERITS.** To the extent that a Director, an officer of the Association or a member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article VII, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3. **DETERMINATION OF RIGHT TO INDEMNIFY.** Any indemnification under Sections 1 and 2 of this Article VII shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or the officer or the member of such committee is proper in the circumstances because he has met the applicable standard of conduct set forth in such Sections 1 and 2. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of those Directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (iii) by a majority of the members of the Association.

Section 4. **ADVANCE PAYMENT.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, the officer of the member of such committee to be indemnified to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

Section 5. **NON-EXCLUSIVITY.** The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue

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as to a person who has ceased to be a Director, officer or member of such committee, and shall inure to the benefit of the heirs, executors and administrators of any such person.

ARTICLE VIII Amendments

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in the Declaration by the Developer and/or Declarant. These By-Laws may be amended or modified at any time by recommendation of 66% of the Owners and adoption by no less than 66% of the Members provided that (i) any provisions relating to the rights of the Developer or Declarant shall not be amended without the written consent of the Trustee and Developer, and (ii) no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration. No amendment to these By-Laws shall become effective until recorded with the Cook County Recorder of Deeds.

ARTICLE IX Conflict between Declaration and By-Laws

In the event of any conflict between any provision of these By-Laws and a provision of the Declaration, the provision of the Declaration shall control.

ARTICLE X Fiscal Year

Unless the Board adopts a resolution to the contrary, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all the Directors of GLENS OF CONNEMARA HOMEOWNERS ASSOCIATION, have hereunto set our hands this 1st day of November, 2009.

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EXHIBIT A TO
DECLARATION FOR
THE GLENS OF CONNEMARA

The Development Area

PARCEL 1: LOTS 1 THROUGH 140, BOTH INCLUSIVE, AND OUTLOTS A, B, C, D, E AND F IN THE GLENS OF CONNEMARA, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THAT PART OF PARCEL 1 NORTH AND ADJOINING THERETO, AS CREATED BY GRANT OF EASEMENT BY THE COMMONWEALTH EDISON COMPANY RECORDED NOVEMBER 24, 2003 AS DOCUMENT 0332829279, OVER THAT PART OF THE LAND DEPICTED ON EXHIBIT B ATTACHED THERETO.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF THAT PART OF PARCEL 1 NORTH AND ADJOINING THERETO, AS CREATED BY GRANT OF EASEMENT BY THE COMMONWEALTH EDISON COMPANY RECORDED NOVEMBER 24, 2003 AS DOCUMENT 0332829280 OVER THAT PART OF THE LAND DEPICTED ON EXHIBIT B ATTACHED THERETO.

PARCEL 4: EASEMENT FOR THE BENEFIT OF PART OF PARCEL 1 AS CREATED BY STORM SEWER EASEMENT RECORDED NOVEMBER 24, 2003 AS DOCUMENT 0332829281 FROM COMMONWEALTH EDISON COMPANY TO HOMEWERKS-LEMONT, LLC FOR THE CONSTRUCTION AND MAINTENANCE OF A STORM SEWER OVER THAT PART OF THE LAND DEPICTED ON EXHIBIT B ATTACHED THERETO.

PARCEL 5: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED AUGUST 10, 2004 AND RECORDED DECEMBER 22, 2004 AS DOCUMENT 0435733211 FROM CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 26, 1963 AND KNOWN AS TRUST NUMBER 45553 TO HOMEWERKS-LEMONT, LLC FOR THE USE OF A DETENTION AREA OVER THE FOLLOWING DESCRIBED LAND:
THE NORTH 500.00 FEET OF THE EAST 500.00 FEET OF THE WEST ¾ OF THE SOUTH ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A TO DECLARATION FOR THE GLENS OF CONNEMARA

The Premises

I. Lots. Each of the following described lots shall be a "Lot" hereunder:

Lots 1 through 140, both inclusive, in The Glens of Connemara, being a subdivision of part of the West 1/2 of the Northeast 1/4 of Section 35, Township 37 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois.

II. Continuity Area:

Outlots E and F in The Glens of Connemara, being a subdivision of part of the West 1/2 of the Northeast 1/4 of Section 35, Township 37 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois.

PINs: 22-35-200-013-0000

ADDRESSES: Various addresses on Waterford Drive, Dunnoor Drive, Ballycastle Court, Lismore Lane, Tullamore Lane, Kinsale Court, all in Lement, , Illinois.

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13087 Dunmoor, Lemont IL	22-35-208-001-0000
13071 Dunmoor, Lemont IL	22-35-208-002-0000
13057 Dunmoor, Lemont IL	22-35-208-003-0000
13043 Dunmoor, Lemont IL	22-35-208-004-0000
13029 Dunmoor, Lemont IL	22-35-208-005-0000
13015 Dunmoor, Lemont IL	22-35-208-006-0000
13001 Dunmoor, Lemont IL	22-35-208-007-0000
12985 Dunmoor, Lemont IL	22-35-208-008-0000
12971 Dunmoor, Lemont IL	22-35-208-009-0000
12957 Dunmoor, Lemont IL	22-35-208-010-0000
12943 Dunmoor, Lemont IL	22-35-208-011-0000
12929 Dunmoor, Lemont IL	22-35-208-012-0000
12915 Dunmoor, Lemont IL	22-35-208-013-0000
12901 Dunmoor, Lemont IL	22-35-208-014-0000
12986 Dunmoor, Lemont IL	22-35-207-001-0000
13000 Dunmoor, Lemont IL	22-35-207-002-0000
13073 Lismore, Lemont IL	22-35-207-003-0000
13085 Lismore, Lemont IL	22-35-207-004-0000
13099 Lismore, Lemont IL	22-35-207-005-0000
13101 Lismore, Lemont IL	22-35-207-006-0000
13115 Lismore, Lemont IL	22-35-207-007-0000
13129 Lismore, Lemont IL	22-35-207-008-0000
13157 Lismore, Lemont IL	22-35-207-009-0000
12973 Waterford, Lemont IL	22-35-207-010-0000
12959 Waterford, Lemont IL	22-35-207-011-0000
12945 Waterford, Lemont IL	22-35-207-012-0000
12931 Waterford, Lemont IL	22-35-207-013-0000
12917 Waterford, Lemont IL	22-35-207-014-0000
12903 Waterford, Lemont IL	22-35-207-015-0000
12900 Waterford, Lemont IL	22-35-206-001-0000
12914 Waterford, Lemont IL	22-35-206-002-0000
12928 Waterford, Lemont IL	22-35-206-003-0000
12942 Waterford, Lemont IL	22-35-206-004-0000
12956 Waterford, Lemont IL	22-35-206-005-0000
12970 Waterford, Lemont IL	22-35-206-006-0000
12984 Waterford, Lemont IL	22-35-206-007-0000
13014 Waterford, Lemont IL	22-35-210-001-0000
13028 Waterford, Lemont IL	22-35-210-002-0000
13042 Waterford, Lemont IL	22-35-210-003-0000
13056 Waterford, Lemont IL	22-35-210-004-0000
13070 Waterford, Lemont IL	22-35-210-005-0000
13084 Waterford, Lemont IL	22-35-210-006-0000
13156 Ballycastle, Lemont IL	22-35-209-001-0000
13142 Ballycastle, Lemont IL	22-35-209-002-0000
13128 Ballycastle, Lemont IL	22-35-209-003-0000
13114 Ballycastle, Lemont IL	22-35-209-004-0000
13100 Ballycastle, Lemont IL	22-35-209-005-0000

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13086 Ballycastle, Lemont IL	22-35-209-006-0000
13090 Ballycastle, Lemont IL	22-35-209-007-0000
13097 Ballycastle, Lemont IL	22-35-209-008-0000
13103 Ballycastle, Lemont IL	22-35-209-009-0000
13117 Ballycastle, Lemont IL	22-35-209-010-0000
13131 Ballycastle, Lemont IL	22-35-209-011-0000
13143 Ballycastle, Lemont IL	22-35-209-012-0000
13159 Ballycastle, Lemont IL	22-35-209-013-0000
13027 Waterford, Lemont IL	22-35-209-014-0000
13013 Waterford, Lemont IL	22-35-209-015-0000
13126 Lismore, Lemont IL	22-35-209-016-0000
13112 Lismore, Lemont IL	22-35-209-017-0000
13102 Lismore, Lemont IL	22-35-209-018-0000
13098 Lismore, Lemont IL	22-35-209-019-0000
13082 Lismore, Lemont IL	22-35-209-020-0000
13074 Lismore, Lemont IL	22-35-209-021-0000
12058 Lismore, Lemont IL	22-35-209-022-0000
13044 Dunmoor, Lemont IL	22-35-209-023-0000
13052 Dunmoor, Lemont IL	22-35-209-024-0000
13068 Dunmoor, Lemont IL	22-35-209-025-0000
13088 Dunmoor, Lemont IL	22-35-209-026-0000
12857 Dunmoor, Lemont IL	22-35-205-001-0000
12841 Dunmoor, Lemont IL	22-35-205-002-0000
12829 Dunmoor, Lemont IL	22-35-205-003-0000
12815 Dunmoor, Lemont IL	22-35-205-004-0000
12801 Dunmoor, Lemont IL	22-35-205-005-0000
12785 Dunmoor, Lemont IL	22-35-205-006-0000
12771 Dunmoor, Lemont IL	22-35-205-007-0000
12757 Dunmoor, Lemont IL	22-35-205-008-0000
12743 Dunmoor, Lemont IL	22-35-205-009-0000
12729 Dunmoor, Lemont IL	22-35-205-010-0000
12715 Dunmoor, Lemont IL	22-35-205-011-0000
12701 Dunmoor, Lemont IL	22-35-205-012-0000
12602 Waterford, Lemont IL	22-35-202-001-0000
12614 Waterford, Lemont IL	22-35-202-002-0000
12626 Waterford, Lemont IL	22-35-202-003-0000
12638 Waterford, Lemont IL	22-35-202-004-0000
12650 Waterford, Lemont IL	22-35-202-005-0000
12662 Waterford, Lemont IL	22-35-202-006-0000
12674 Waterford, Lemont IL	22-35-202-007-0000
12686 Waterford, Lemont IL	22-35-202-008-0000
12698 Waterford, Lemont IL	22-35-202-009-0000
12714 Waterford, Lemont IL	22-35-202-010-0000
12728 Waterford, Lemont IL	22-35-202-011-0000
12742 Waterford, Lemont IL	22-35-202-012-0000
12756 Waterford, Lemont IL	22-35-202-013-0000
12770 Waterford, Lemont IL	22-35-202-014-0000

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12784 Waterford, Lemont IL	22-35-202-015-0000
12794 Waterford, Lemont IL	22-35-202-016-0000
12810 Waterford, Lemont IL	22-35-202-017-0000
12824 Waterford, Lemont IL	22-35-202-018-0000
12838 Waterford, Lemont IL	22-35-202-019-0000
12852 Waterford, Lemont IL	22-35-202-020-0000
13154 Kinsale, Lemont IL	22-35-203-001-0000
13146 Kinsale, Lemont IL	22-35-203-002-0000
13122 Kinsale, Lemont IL	22-35-203-003-0000
13108 Kinsale, Lemont IL	22-35-203-004-0000
13119 Kinsale, Lemont IL	22-35-203-005-0000
13127 Kinsale, Lemont IL	22-35-203-006-0000
13145 Kinsale, Lemont IL	22-35-203-007-0000
13155 Kinsale, Lemont IL	22-35-203-008-0000
12741 Waterford, Lemont IL	22-35-203-009-0000
12703 Waterford, Lemont IL	22-35-203-010-0000
12689 Waterford, Lemont IL	22-35-203-011-0000
12675 Waterford, Lemont IL	22-35-203-012-0000
12663 Waterford, Lemont IL	22-35-203-013-0000
12649 Waterford, Lemont IL	22-35-203-014-0000
12754 Tullamore, Lemont IL	22-35-203-015-0000
12772 Tullamore, Lemont IL	22-35-203-016-0000
12786 Tullamore, Lemont IL	22-35-203-017-0000
12800 Tullamore, Lemont IL	22-35-203-018-0000
12814 Tullamore, Lemont IL	22-35-203-019-0000
12828 Tullamore, Lemont IL	22-35-203-020-0000
12842 Tullamore, Lemont IL	22-35-203-021-0000
12856 Tullamore, Lemont IL	22-35-203-022-0000
12870 Tullamore, Lemont IL	22-35-203-023-0000
12884 Tullamore, Lemont IL	22-35-203-024-0000
12859 Tullamore, Lemont IL	22-35-204-001-0000
12827 Tullamore, Lemont IL	22-35-204-002-0000
12813 Tullamore, Lemont IL	22-35-204-003-0000
12797 Tullamore, Lemont IL	22-35-204-004-0000
12783 Tullamore, Lemont IL	22-35-204-005-0000
12775 Tullamore, Lemont IL	22-35-204-006-0000
12759 Tullamore, Lemont IL	22-35-204-007-0000
12745 Tullamore, Lemont IL	22-35-204-008-0000
12603 Waterford, Lemont IL	22-35-204-009-0000
12758 Dunmoor, Lemont IL	22-35-204-010-0000
12774 Dunmoor, Lemont IL	22-35-204-011-0000
12782 Dunmoor, Lemont IL	22-35-204-012-0000
12796 Dunmoor, Lemont IL	22-35-204-013-0000
12812 Dunmoor, Lemont IL	22-35-204-014-0000
12826 Dunmoor, Lemont IL	22-35-204-015-0000
12840 Dunmoor, Lemont IL	22-35-204-016-0000

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OUT LOTS AND COMMUNITY AREAS

13100 Dunmoor, Lemont IL

13088 Dunmoor, Lemont IL

12929 Waterford, Lemont IL

12728 Waterford, Lemont IL

13190 Tara, Lemont IL

12849 Waterford, Lemont IL

12815 Waterford, Lemont IL

- 22-35-208-015-0000 sign outlet east side Dunmoor and
- 22-35-200-005-0000 Rear outlet off Lot 14 NE corner
- 22-35-200-010-0000 Rear outlet 1-14 Dunmoor East sic
- 22-35-209-027-0000 sign outlet West side Dunmoor an
- 22-35-207-016-0000 Community Area around park NW
- 22-35-200-011-0000 Park
- 22-35-207-017-0000 Community Area around park East
- 22-35-202-022-0000 Rear outlet behind lot 91-93
- 22-35-202-021-0000 Community Area NW side of midd
- 22-35-200-008-0000 NW corner of middle road and Du
- 22-35-203-026-0000 Outlot on NE corner of middle roa
- 22-35-203-025-0000 Outlot on E side of Waterford abo

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