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## RECORDING COVERSHEET TO

RESTATEMENT OF THE  
DECLARATION OF EASEMENTS,  
COVENANTS AND BYLAWS  
(AND ALL AMENDMENTS THERETO)  
FOR  
LAKE MARY ANNE DEVELOPMENT

This instrument was prepared by  
and after recording to be returned to:

DiMonte & Lizak, LLC  
Attorneys at Law  
216 W Higgins Rd  
Park Ridge, IL 60068

Telephone (847) 698-9600  
Facsimile 847) 698-9623



Doc# 1732613046 Fee \$96.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/22/2017 11:18 AM PG: 1 OF 30

Record in the chain of title of the following real estate parcels all part of

LOT 1 OF LAKE MARY ANNE SUBDIVISION OF PART OF SECTIONS 9 AND 10, TOWNSHIP 41  
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,

and located in DesPlaines, County of Cook, State of Illinois 60016:

	<u>Address</u>	<u>PIN(s)</u>		<u>Address</u>	<u>PIN(s)</u>
1.	9600 Reding Cir.	09-10-301-107-0000; 09-10-301-108-0000	22.	9670 Reding Cir.	09-09-401-097-0000
2.	9602 Reding Cir.	09-10-301-082-0000	23.	9671 Reding Cir.	09-09-401-096-0000
3.	9604 Reding Cir.	09-10-301-081-0000	24.	9672 Reding Cir.	09-09-401-055-0000
4.	9606 Reding Cir.	09-10-301-088-0000	25.	9674 Reding Cir.	09-09-401-063-0000
5.	9607 Reding Cir.	09-10-301-091-0000	26.	9676 Reding Cir.	09-09-401-074-0000
6.	9608 Reding Cir.	09-10-301-078-0000	27.	9678 Reding Cir.	09-09-401-075-0000
7.	9609 Reding Cir.	09-10-301-121-0000	28.	9680 Reding Cir.	09-09-401-076-0000
8.	9610 Reding Cir.	09-10-301-120-0000	29.	9682 Reding Cir.	09-09-401-057-0000
9.	9622 Reding Cir.	09-10-301-067-0000	30.	9684 Reding Cir.	09-09-401-077-0000
10.	9624 Reding Cir.	09-10-301-092-0000	31.	9686 Reding Cir.	09-09-401-078-0000
11.	9630 Reding Cir.	09-10-301-087-0000	32.	9690 Reding Cir.	09-09-401-079-0000
12.	9632 Reding Cir.	09-10-301-071-0000 09-10-301-114-0000	33.	9692 Reding Cir.	09-09-401-138-0000
13.	9636 Reding Cir.	09-09-401-095-0000 09-10-301-115-0000	34.	9693 Reding Cir.	09-09-401-137-0000
14.	9640 Reding Cir.	09-09-401-049-0000	35.	9694 Reding Cir.	09-09-401-136-0000
15.	9644 Reding Cir.	09-09-401-054-0000	36.	9696 Reding Cir.	09-10-301-068-0000 09-09-401-037-0000
16.	9646 Reding Cir.	09-09-401-053-0000	37.	9698 Reding Cir.	09-10-301-089-0000 09-09-401-051-0000
17.	9650 Reding Cir.	09-09-401-069-0000	38.	9700 Reding Cir.	09-10-301-111-0000 09-10-301-109-0000
18.	9654 Reding Cir.	09-09-401-070-0000	39.	9704 Reding Cir.	09-10-301-112-0000
19.	9658 Reding Cir.	09-09-401-071-0000	40.	9600 Golf Rd.	09-10-301-117-0000
20.	9666 Reding Cir.	09-09-401-072-0000	41.	9630 Golf Rd.	09-10-301-119-0000
21.	9668 Reding Cir.	09-09-401-058-0000	42.	9599 Golf Rd.	09-10-301-118-0000

DATE 11-28-2017 COPIES 6X  
OK BY [Signature]  
\$96.00

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**RESTATEMENT OF THE  
DECLARATION OF EASEMENTS,  
COVENANTS AND BYLAWS  
(AND ALL AMENDMENTS THERETO)  
FOR  
LAKE MARY ANNE DEVELOPMENT**

**This instrument was prepared by  
and after recording to be returned to:**

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**Telephone (847) 698-9600  
Facsimile 847) 698-9523**

This Restatement of the Declaration of Easements, Covenants and Bylaws (and all Amendments thereto) for Lake Mary Anne Development (this "Restatement") is made and entered into by the Owners of record of the Development hereinafter described and is evidenced by the executed Joint Certification attached and incorporated into this Restatement as Exhibit A.

### RECITALS

**WHEREAS**, on January 2, 1968, a Declaration of Easements and Covenants for Lake Mary Anne Development (the "Original Declaration") was made and entered into by John M. Reding and Mary Anne Reding, his wife, relating to the Real Estate, which Real Estate is the subject of this Restatement legally described, as follows:

**LOT 1 OF LAKE MARY ANNE SUBDIVISION OF PART OF SECTIONS 9  
AND 10, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.**

**WHEREAS**, the Original Declaration was recorded with the Cook County Recorder of Deeds as Document Number **21283667**;

**WHEREAS**, a first amendment to the Original Declaration was made and entered effective May 29, 1990 (the "1990 First Amendment");

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DATE \_\_\_\_\_ COPIES \_\_\_\_\_

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**WHEREAS**, it does not appear from public records that the 1990 First Amendment was recorded;

**WHEREAS**, a second amendment to the Original Declaration was made and entered effective January 1, 1996 (the "1996 Second Amendment") and recorded with the Cook County Recorder of Deeds on November 4, 1998 as Document Number **98993107**;

**WHEREAS**, a third amendment to the Original Declaration was made and entered effective May 5, 2006 (the "2006 Third Amendment") and recorded with the Cook County Recorder of Deeds on May 5, 2006 as Document Number **0612539074**;

**WHEREAS**, the 1990 First Amendment; the 1996 Second Amendment; and the 2006 Third Amendment are collectively referred to as all the "Previous Amendments;"

**WHEREAS**, the Owners currently intend to further amend the Original Declaration and all the Previous Amendments so that the terms and provisions of the Original Declaration, the Previous Amendments thereto and the terms herein be contained in one document; and that this Restatement contain the Original Declaration, all the Previous Amendments thereto and all the current amendments;

**WHEREAS**, the Owners have improved and intend to improve in the future the Real Estate with the defining of Lake boundaries, grading, roads, utilities, easements, plantings and in many other ways added to its desirability as Home Sites;

**WHEREAS**, the Owners are desirous of establishing for their own benefit and for the benefit of all future owners or occupants of all or any part of the Development, certain easements and rights in, over and upon said Development and certain restrictions and obligations with respect to the use thereof;

**WHEREAS**, the Owners intend to sell and will sell, convey, and mortgage some or all of the Home Sites so improved, and desire and intend that the several purchasers, owners, mortgagees, lessees, occupants and other persons thereafter acquiring any interest in said Home Sites shall at all times enjoy the use and benefits thereof, and shall cooperate in maintaining the value, desirability and attractiveness of the Home Sites and the Development; and to effect these purposes, further desire and intend that aforesaid purchasers, owners, mortgagees, lessees, occupants and all other persons acquiring any interest therein, now or hereafter, shall at all times hold their said individual Home Sites subject to the rights, easements, privileges, uses and restrictions hereinafter set forth;

**WHEREAS**, this document is a complete Restatement of the Declaration of Easements and Covenants and Bylaws for Lake Mary Anne Development and all Amendments thereto;

**WHEREAS**, to the extent this Restatement is inconsistent with the Original Declaration and the Previous Amendments thereto, this Restatement, shall control; and

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**WHEREAS**, the Recitals to this Restatement shall be considered as substantive and not as precatory statements and are hereby incorporated herein.

**NOW THEREFORE**, the Owners have approved this Restatement effective \_\_\_\_\_, 2017 and by recording this Restatement, hereby make this complete Restatement of the Declaration of Easements and Covenants and Bylaws of the Lake Mary Anne Development and **DECLARE AS FOLLOWS**:

## ARTICLE I: DEFINITIONS

The Owners desire that the following definitions apply to this Restatement:

1.1. The "Act" means the Illinois Common Interest Community Association Act, as set forth in Illinois Compiled Statutes, 765 ILCS 160 et seq., as the same may be amended from time to time. In the event that Act is repealed, Act as it exists on the date this Declaration is recorded shall remain applicable.

1.2. "Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

1.3. "Annual Dues" means the proposed or actual amounts, including for the funding of any Reserves, lawfully assessed by the Board of Directors against each Home Site for purposes of covering the regular Common Expenses in the normal course of business, including, without limitation, the expenses of maintenance, repair, administration and operation of the Association and the Commonly Maintained Areas.

1.4. "Assessments" means the proposed or actual amounts lawfully assessed by the Board of Directors, against each Home Site as Emergency Assessments and/or Special Assessments, including for the funding of any Reserves.

1.5. "Association" means Lake Mary Anne Association, Inc., an Illinois Not-For-Profit Corporation, its successors and assigns, a community association as provided in the Act and comprised of all the Members of the common interest community, acting pursuant to Bylaws through its duly elected Board of Directors.

1.6. "Board of Directors" or "Board" means the body, regardless of name, designated in this Declaration, the Articles of Incorporation, and the Bylaws of the Association to act on behalf of the Association. The Board may appoint one or more committees as it deems appropriate, from time to time, in carrying out any of its purposes. Each committee serves at the pleasure of the Board, has only such authority as may be given to it by the Board from time to time, and serves only in an advisory capacity to the Board; all actions and writings of each such committee are subject to review

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and approval by the Board.

1.7. "Board Member" or "Member of the Board" means a member of the Board of Directors.

1.8. "Bylaws" means the Bylaws adopted by the Association, as amended from time to time and incorporated in this Restatement.

1.9. "Commonly Maintained Areas" means all portions of the Development and Real Estate except the Home Sites and specifically without limitation the Private Streets and other roads, the Lake, the Perimeter Fences, the Corner Plantings Areas and the Entrance Areas.

1.10. "Corner Plantings Areas" all botanical plantings and related landscaping that are maintained by the Association.

1.11. "Common Expenses" shall mean the proposed or actual expenses affecting the Commonly Maintained Areas, including Reserves, if any, lawfully assessed by the Board.

1.12. "Declaration" means this Restatement of the Declaration of Easements, Covenants and Bylaws and all Amendments thereto of the Association and any other duly recorded instruments, however denominated, that create this Association, including any supplements and amendments to those instruments and any drawings, maps and plats.

1.13. "Development" means all the land, property, and space comprising the Real Estate as defined herein, depicted in the original Plat of the Lake Mary Anne Subdivision and attached to the Original Declaration and incorporated therein, all improvements and structures erected, constructed or contained therein or thereon, including any building and all easements, rights, and appurtenances belonging thereto, and all Commonly Maintained Areas, all fixtures and all equipment intended for the mutual use, benefit, or enjoyment of the Members, under the authority or control of the Association and.

1.14. "Entrance Areas" all public entryways used for used for ingress and egress from and to the Development and the surrounding real property.

1.15. "Home Site" means a Single-Family residence together with all of the vacant and contiguous land surrounding said residence which is being used in conjunction with and as a part of said Home Site plot. This may include one or more lots as shown on the original Plat of the Lake Mary Anne Subdivision. All single-family residences constructed after the effective date of this Restatement of Declaration shall be subject to and conform with the restrictions and conditions set forth in Article 9.2, set forth herein.

1.16. "Lake" means Lake Mary Anne located within the Real Estate.

1.17. "Member" means the person or entity designated as an Owner and entitled to vote under this Restatement. The terms "Member" and "Owner" may be used interchangeably, except in

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situations in which (i) a matter of legal title to the unit is involved or at issue, in which case the term "Owner" would be the applicable term used and (ii) a matter of voting rights is involved or at issue, in which case the term "Member" would be the applicable term used.

1.18. "Membership" means the collective group of Members entitled to vote as defined by this Restatement.

1.19. "Occupant" means a person or persons, including an Owner, in possession of or living in a Home Site, including a tenant, lessee or other occupant;

1.20. "Owner" means any purchaser of a Home Site either by Deed or under Articles of Agreement for Deed; all primary beneficial owners, during his or her life, under any Land Trusts; and all primary beneficial owners, during his or her life, under any Living Revocable Trusts.

1.21. "Perimeter Fences" means the entirety of fences bounding the Real Estate at any time.

1.22. "Plat" means a plat or plats of survey of the Development, which may consist of a three-dimensional horizontal and vertical delineation of all such units, structures, easements, and common areas on the Development and attached to the Original Declaration and incorporated therein. The Plat is incorporated by reference and made part of this Declaration.

1.23. "Prescribed delivery method" means mailing, delivering, posting in an Association publication that is routinely mailed to all Members, electronic transmission, or any other delivery method that is approved in writing by the Association and authorized by the Declaration, any Bylaws and all Amendments there.

1.24. "Private Street" means all portions of the surfaced or unsurfaced roadway located within the Development and used for ingress, egress and driving to and from each Home Site.

1.25. "Real Estate" shall mean the real property contiguous to and fronting Lake Mary Anne located north of Golf Road and directly to the east of the Illinois Tollway, Cook County, Illinois and legally described as "LOT 1 OF LAKE MARY ANNE SUBDIVISION OF PART OF SECTIONS 9 AND 10, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS."

1.26. "Reserves" means those sums paid by Members which are separately maintained by the Association for purposes specified by this Restatement and By Laws of the Association.

## ARTICLE II: ASSOCIATION AND MEMBERSHIP

2.1. The Area. The Real Estate is currently divided into forty-two (42) Home Sites and a parcel that has not been subdivided to date, with a Private Street number designated by the building permit by which it is commonly known under the street addressing system of the United States Post Office.

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2.2. The Association. A not-for-profit Corporation, known as Lake Mary Anne Association, Inc., has been incorporated under the laws of the State of Illinois. The Association has and shall continuously maintain in Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine. The Association shall maintain a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

2.3. The Membership. Every Owner of a Home Site is a Member therein in accordance with this Declaration and each such Owner shall be bound by this Declaration. Membership in the Association is not transferable or assignable, except as may inure to the subsequent purchase or transfer of an existing Home Site.

2.3.1. Members' Contact Information. Contact information for all Owners and Occupants of the Home Sites shall be provided to the Association on an annual basis or, within thirty (30) days from the date of any change to the information on file. Contact information shall include name, address, phone number, cellular phone number and email address. In the event ownership of a Home Site is vested in a corporation, limited liability company and/or trust, contact information for an individual, who has the authority to act on behalf of such corporation, limited liability company and/or trust, must also be provided to the Association.

2.4. Membership Meetings.

2.4.1. Annual Meeting. An Annual Meeting of the Members shall be held on the first Wednesday in November in each year, at the hour of 7:00 p.m., for the purpose of electing the Board of Directors, the Officers and for the transaction of such other business as may come before the meeting.

2.4.2. Place of Meeting. The place of meeting shall be designated by the Board of Directors or the qualified group calling for the meeting in the State of Illinois, or at any place within a radius of 5 miles of Lake Mary Anne.

2.4.3. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered to each Member entitled to vote at such meeting either personally, by mail or be attached to the Member's mail box, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the Officers or persons calling the meeting. In case of a special meeting or when required by statute or by this Declaration, 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 the address as it appears on the records of the Association, with postage thereon prepaid.

2.4.4. Quorum. The presence at any meeting in person, by absentee ballot, or by proxy of the Members holding twenty percent (20%) of the votes, which may be cast at any meeting,

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shall constitute a quorum at such meeting. If a quorum is not present at any meeting of the members, a majority of the Members present may adjourn the meeting from time to time without further notice.

2.4.5. Special Meeting. Special meetings of the Members maybe called either by the President, or at least two Members of the Board of Directors, or 20% of the Membership, or any other method that is prescribed in the Association instruments.

2.4.6. Informal Action of 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 the Members, may also be taken without a formal meeting provided notice as provided herein is given to all the Members entitled to vote along with the action to be taken. Said notice shall be given not less than ten (10) days nor more than thirty (30) days prior to the date set on the action. If Members of three or more Home Sites objects in writing with reasons, delivered to the Secretary of the Board of Directors at least five (5) days prior to the date set for the action, a formal meeting of the Membership would have to take place. If no objection to the action to be taken is made, a simple majority of the Members assent in writing to the action to be taken would pass said action.

2.5. Membership Voting. The Owner(s) of each Home Site shall collectively be entitled to two (2) votes per Home Site regardless of the number of Owners of a particular Home Site. If the Owners or Members of a Home Site are married to each-other, votes shall be allocated equally between the spouses, but said votes maybe cast by either spouse with the acquiescence of, or in the absence of, the other.

2.5.1. Voting Methods. At any meeting of Members, a Member entitled to vote may vote either in person, by absentee ballot or by proxy executed by the Member or by his duly authorized attorney-in-fact. The attendance at any meeting of the Member who authorized the proxy shall invalidate the use of said proxy for that meeting. A proxy shall be valid for a specific meeting. Votes cast under any paragraph of this subsection are valid for the purpose of establishing a quorum. A Member may vote:

2.5.1.1. By proxy executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bear the date of execution. Members may not vote by proxy in Board elections. Proxies will not be valid for more than 11 months after the date of its execution; or

2.5.1.2. By submitting an Association issued ballot in person at the election meeting; or

2.5.1.3. By submitting an Association issued ballot to the Association or its designated agent by mail or other means of delivery specified in this Restatement of Declaration or Bylaws; or

2.5.1.4. By any electronic or acceptable technological means.



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2.6. Membership Voting Rights, Restrictions, Suspension and Reinstatement. Only Owners in good standing shall be Association Members entitled to vote on each matter submitted to a vote of the Members in accordance therewith. Any Member who fails to pay promptly the Annual Dues, Assessments late fees, and other fees when due as levied in accordance with this Declaration shall have their voting rights in the Association suspended, until said Member has paid said Annual Dues, Assessments late fees, and other fees. Upon full payment of outstanding Annual Dues, Assessments late fees, and other fees, the Member shall have the voting rights in the Association reinstated.

2.6.1. Installment Contract Purchaser. Upon proof of purchase, the purchaser of a Home Site from a seller pursuant to an installment contract for purchase shall, during such times as he or she resides in the Home Site, be counted toward a quorum for purposes of election of Members of the Board at any meeting of the Membership called for purposes of electing Members of the Board, and shall have the right to vote for the Members of the Board of the Association and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights.

2.7. Membership's Reserved Rights. The Association, by a two-thirds (2/3) approval vote of its Members, may,

2.7.1. Adopt such reasonable Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Development, and for the health, comfort, safety and general welfare of the Owners and occupants of said Development, and the entire Development shall at all times be maintained subject to such Rules and Regulations.

2.7.2. Remove a Board Member as a Director at a duly called special meeting.

2.7.3. Approve the annexation of the Association into a Municipal Government Body if so offered by that Municipal Government Body.

## ARTICLE III: BOARD OF DIRECTORS

3.1. Board of Directors. The direction of the Association shall be vested in a Board of Directors consisting of five (5) Members and the Owners of the Home Sites shall elect them.

3.2. Non-Owner Occupants. A non-owner Occupant of a Home Site shall be eligible to serve on the Board of Directors only if he or she meets the following conditions:

3.2.1. Must be at least twenty-five (25) years old;

3.2.2. Must be an immediate family member of the Owner and reside at the Home Site at Lake Mary Anne; and

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3.2.3. Must have an *Illinois Statutory Short Form Power of Attorney for Property* from the Owner to act on the Owner's behalf in all matters pertaining to Lake Mary Anne, and must present proof to the Board if requested. Only one Member from each Home Site may serve on the Board of Directors during the same term.

3.3. Disqualifications. If there are multiple Owners of a single Home Site, only one of the multiple Owners shall be eligible to serve as a Member of the Board at any one time, unless the Home Site Owner owns another Home Site independently. Any Owner of a Home Site or non-owner Occupant of a Home Site or household referred to in Section 2 of this Article III who is a plaintiff or defendant in any civil proceeding and/or claimant or complaining witness in any other proceeding, be it administrative or otherwise, in which the Association, the Board of Directors or any Member thereof is a defendant or respondent, shall,

3.3.1. Be ineligible to run for a position to serve as a Member of the Board of Directors;

3.3.2. Be disqualified to serve as a Member of the Board of Directors; and

3.3.3. Constitute good cause as a basis for removal of such individual as a Member of the Board of Directors, due to the inherent Conflict of Interest in simultaneously serving as a Member of the Board of Directors on the one hand, and, on the other hand, in participating in adversarial proceedings against the Association, the Board of Directors or any Member.

A Conflict of Interest which renders an individual ineligible and/or disqualified from running for the position or serving as a Member of the Board of Directors shall be deemed to exist when the individual is acting in any capacity with respect to such proceedings, whether individually or in circumstances in which the individual has any interest, including, but not be limited to, as member or manager of a Limited Liability Company; shareholder, officer or director of a Corporation; limited or general partner of a Partnership; beneficiary of a Land Trust; Grantor, Trustee or beneficiary of a Living Trust; or is otherwise related to or has a family member who is acting individually. Such disqualification shall exist until such time as a final Judgment is entered in such proceedings and all Appellate remedies have been exhausted or the proceedings have been settled and dismissed with prejudice as a result of such Settlement.

3.4. Board of Directors Elections. Elections for the Board of Directors shall be held in accordance with this Restatement, provided that an election shall be held no less frequently than once every twenty-four (24) months, for the Board of Directors from among the Members of the Association. No Member of the Board or Officer shall be elected for a term of more than four (4) years, but officers and board members may succeed themselves.

3.4.1. If no election is held to elect Board Members within the time period specified in the Bylaws, or within a reasonable amount of time thereafter not to exceed 90 days, then 20% of the Members may bring an action to compel compliance with the election requirements specified in the Bylaws. If the court finds that an election was not held to elect Members of the Board within the required period due to the bad faith acts or omissions of the Board of

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Directors, the Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this subsection does not apply.

3.4.2. If there is a vacancy on the Board, the remaining Board Members may fill the vacancy by a two-thirds vote of the remaining Board Members until the next annual meeting of the membership or until Members holding 20% of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by membership holding 20% of the votes of the Association requesting such a meeting.

3.5. Board Meetings. The Board shall hold at least four (4) regular meeting annually. A regular meeting of the Board shall be held without other notice than these Bylaws, 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.

3.5.1. Notice of Meetings. Except to the extent otherwise provided by the Act, the Board shall give the Members notice of all Board meetings at least 48 hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in conspicuous places or other designated locations in the common areas of the Association at least 48 hours prior to the meeting

3.5.2. The Board shall give Members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) increase of the Annual Dues, or (iii) a separate or special Assessment within no less than 30 and no more than 60 days prior to the meeting.

3.5.3. 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 from time to time without further notice.

3.5.4. 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, except where otherwise provided by law or by these Bylaws. With the consent of three of the Members of the Board, the Board may act and carry on the business of the Association by means of telephone, facsimile, e-mail, mail or other means without the need of physically meeting provided all Members are given advance notice of the purpose either orally or in writing and are given an opportunity to voice their assent or dissent.

3.5.5. Meetings of the Board shall be open to any Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting:

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3.5.5.1. To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent,

3.5.5.2. To discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services,

3.5.5.3. To interview a potential employee, independent contractor, agent, or other provider of goods and services,

3.5.5.4. To discuss violations of rules and regulations of the Association, or

3.5.5.5. To discuss a Member's or Owner's unpaid share of Common Expenses, or (vi) to consult with the Association's legal counsel.

Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

3.5.6. The Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is within the sole discretion of the Board.

3.5.7. Special Meetings. Special meetings of the Board may be called by the President, by 25% of the Members of the Board, or by any other method that is prescribed in the Association instruments. Notice of any special meeting of the Board shall be given at least two days previously thereto by written notice delivered personally, sent by mail, attached to mail box, or by telephone to each director at his/her address as shown by the records of the Association. Any Director may waive notice of any 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 this Declaration.

## 3.6. Board Duties, Obligations and Recordkeeping.

3.6.1. The Association may engage the services of a manager or management company.

3.6.2. The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Areas or more than one Home Site, on behalf of the Members or Owners as their interests may appear.

3.6.3. The Board shall maintain the following records of the Association and make them

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available for examination and copying at convenient hours of weekdays by any Member or Owner in subject to the authority of the Board, their mortgagees, and their duly authorized agents or attorneys:

3.6.3.1. Copies of the recorded Declaration, other Association instruments, other duly recorded covenants and Bylaws and any Amendments, Articles of Incorporation, annual reports, and any rules and regulations adopted by the Board shall be available.

3.6.3.2. Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.

3.6.3.3. The minutes of all meetings of the Board which shall be maintained for not less than 7 years.

3.6.3.4. With a written statement of a proper purpose, ballots, proxies and voting records related thereto, if any, for any election held for the Board and for any other matters voted on by the Members, which shall be maintained for not less than one year.

3.6.3.5. With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of the Association pursuant to Section 107.75 of the General Not-For-Profit Corporation Act of 1986 shall be maintained.

3.6.3.6. With respect to Home Sites owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Member or Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

3.6.4. Where a request for records under this subsection is made in writing to the Board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board. A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested. If the Board fails to provide records properly requested under Article 3.6.3 within the time period provided therein, the Member may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the Member prevails and the court finds that such failure is due to the acts or omissions of the Board of Directors.

3.7. Committee Membership and Powers. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the Directors of the Association. Any resolution appointing a committee

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shall also contain a direction to the committee outlining the specific purpose and responsibilities of the committee along with the requirement that the committee report in writing to the Board on their activities. The committee's power shall be no greater than that allotted by the Board. Each committee shall appoint a Secretary of each meeting and keep regular minutes of its meetings and promptly report the same to the board of directors.

3.8. Contractual Conflicts. The Association may not enter into a contract with a current Board Member, or with a corporation, limited liability company, or partnership in which a Board Member or a Member of his or her immediate family has 25% or more interest, unless notice of intent to enter into the contract is given to Members within 20 days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by 20% of the Membership, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this subsection, a Board Member's immediate family means the board member's spouse, parents, siblings, and children.

## ARTICLE IV: OFFICERS

4.1. Officers. The officers of the Association shall be elected from the members of the Board of Directors and shall be a President, who may also serve as the chairman of the Board of Directors, a First Vice President, a Second Vice President, a Treasurer and a Secretary.

4.2. 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 conveniently may be. 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/her successor shall have been duly elected and shall have qualified.

4.3. Compensation. No Officer of the Association shall receive a salary or other compensation for these services.

4.4. President. The President shall be the principal executive officer of the Association and shall, in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members and of the board of directors. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Members, any contracts or other instruments which the Members have authorized to be executed, except that no approval of the Members shall be required for signing any contracts or other instruments creating an obligation of less than One Thousand Five-Hundred Dollars (\$1,500.00). This dollar limitation shall not exist with regard of maintenance of the Lake or other Commonly Maintained Areas.

4.5. Vice President. There shall be a First and Second Vice President. In the absence of the President or in the event of inability or refusal to act, the First Vice-President shall perform the duties

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of the President, and when so acting, shall have all the powers of and subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

4.6. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever; and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with these Declaration and Bylaws; and in general, 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. The Treasurer shall issue a quarterly financial statement to the Board of Directors and Members. Said financial statement shall include: beginning and ending balances; year-to-date dues and income received; a list of any outstanding unpaid Owner's Annual Dues and Assessments or late and other fees by Home Site number; a year-to-date list of expenses by category; and a list of all checks and payments made by the Association showing date issued, check number, payee, amount and category, issued since the previous financial Statement. The third quarter statement and the previous year-end statement shall be the basis for assessing Annual Dues. Any member shall have the right to examine the books and records of the Association upon giving reasonable notice and the Treasurer shall make the books and records available for examination upon receipt of a member's request.

4.7. Secretary. The Secretary shall keep 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 Declaration and Bylaws or as required by law; be a custodian of the Corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Declaration and Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such members; and in general, 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 V: INDEMNIFICATION AND INSURANCE OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

5.1. Indemnification. The Association shall indemnify to the full extent authorized or permitted by the general Association law of the State, as now in effect or as hereafter amended, any person made, or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil criminal, administrative or investigative, including any action by or in the right of the Association) by reason of the fact that he is or was a Director, Officer, employee or agent of the Association or serves or served any other enterprise as such at the request of the Association. The foregoing right of indemnification shall be not deemed exclusive of any other rights to which such person may be entitled apart from this Article. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure

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to the benefit of the heirs, executors and administrators of such a person.

5.2. Insurance. The Association may purchase and maintaining insurance on behalf of any person who is or was Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her 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 him or her against such liability under the provisions of the general Association law of the State.

5.3. Fidelity insurance. The Association obtain and maintain fidelity insurance covering Board of Directors and persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. If a management company is retained and made responsible for the funds held or administered by the Association, then that management company shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company.

## ARTICLE VI: DUES, ASSESSMENTS AND FINANCES

6.1. Amounts. The Board of Directors may determine from time to time the amount of Annual Dues and Assessments payable to the Association by Members and said Annual Dues and Assessments shall be allocated equally on the Owners of each individual Home Site.

6.1.1. In the case of vacant lots not used in conjunction with any residence or Home Site, each and every lot shall be considered, for the purpose of the collection of Dues and Assessments, as being an individual Home Site.

6.1.2. As to vacant lots contiguous with and being used in conjunction with any residence as part of a Home Site, it shall be the duty of the Owner to inform the Association in writing of the use and continued intended use. Upon the sale or transfer of such a vacant lot which is contiguous with and being used in conjunction with any residence, Dues and Assessments shall be payable on that area being sold or transferred for the fiscal year in which the transfer is made and for all years thereafter.

6.2. Payment of Dues and Assessments. Annual Dues and Assessments shall be based on the calendar year and shall be paid annually in advance by the respective Owners or Occupants of each Home Site on or before January 1 of each year. Annual Dues are payable within thirty days without late fees. Assessments shall be due not less than 60 days of notice of the Assessment. The Board of Directors shall give due consideration to the amount of the Assessment in setting a period of time for payment.



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6.3. Delinquent Dues. Annual Dues shall be cumulative, and delinquent Dues, if any, shall be charged against the Member of a Home Site. Unpaid Annual Dues and Assessments will incur a late fee in the amount of 10% of the outstanding dues per month but not less than \$75.00. Delinquent Annual Dues for the ensuing year, Assessments, late fees, or other fees must be paid to date before Membership will be transferred to any purchaser or transferee of any Home Site. Upon the sale or transfer of a Home Site, it shall be the duty of a selling Owner, prior to sale or transfer, to inform the Association of such pending sale or transfer; inform the Association of the name of the prospective purchaser(s) and such purchaser(s)' contact information; and obtain a Paid Assessment letter from the Association to ensure that all Annual Dues, Assessments late fees, and other fees are paid in full.

6.3.1. When any Member shall be in default in the payment of Annual Dues, Assessments late fees, or other fees for a period of thirty (30) days or more, the Member's membership may thereupon be terminated by the Board of Directors.

6.3.2. Any Member whose membership has been terminated or suspended shall be deprived of all the privileges of the Association or any other benefits which may arise from time to time.

6.3.3. The Board of Directors, by majority vote, shall have the right to record a lien in the Office of the Cook County Recorder of Deeds against any Home Site which is in default in the payment of Annual Dues, Assessments late fees, or other fees, and has the authority to foreclose such lien to enforce payment. All legal cost and expenses incurred in connection therewith shall be paid by the Home Site Member.

6.3.4. The Board has the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Members or Owners for violations of this Restatement, Bylaws, and Rules and Regulations of the Association.

6.4. Association Budget. Each Member shall receive at least 30 days but not more than 60 days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.

6.4.1. The Board shall provide all Members with a reasonably detailed summary of the receipts, Common Expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members an itemized accounting of the Common Expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

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6.4.2. If an adopted budget or any separate Assessment adopted by the Board would result in the sum of all Annual Dues and separate assessments payable in the current fiscal year exceeding 115% of the sum of all Annual Dues and separate Assessments payable during the preceding fiscal year, the Association, upon written petition by Members with 20% of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the Members within 30 days of the date of delivery of the petition to consider the Budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

6.4.3. If total Common Expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its Members and specifically identify the subsequent assessments needed to offset this variance in future budgets.

6.5. Emergency Assessments. Separate Assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of Article 6.4.2 herein. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the Commonly Maintained Areas or any of the common facilities of the Association or a danger to the life, health or safety of the Membership.

6.6. Special Assessments. Assessment: for additions and alterations to the Commonly Maintained Areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total Members at a meeting called for that purpose.

6.7. The Board may adopt separate Assessments payable over more than one fiscal year. With respect to multiyear Assessments not governed by subsections 6.5 and 6.6 of this Section, the entire amount of the multiyear Assessment shall be deemed considered and authorized in the first fiscal year in which the Assessment is approved.

6.8. The Board shall have the authority to establish and maintain a system of master metering of public utility services to collect payments in conjunction therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

## ARTICLE VII: REPAIR AND MAINTENANCE OF STREETS, SEWERS AND WATER SYSTEMS

7.1. All Private Streets and roads in the Development are hereby declared to be Commonly Maintained Areas and shall be used by the Owners or occupants of the Home Sites and their invitees for the purposes of ingress and egress. All repair, maintenance and reconstruction of the Private Streets shall be borne equally by all the Owners and occupants. No person shall drive a motor vehicle at a speed in excess of 20 miles per hour while passing the Private Streets and other roads in the Development.

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7.2. The Owner or occupant of each Home Site shall, at all times, be responsible for the repair, maintenance or reconstruction of the sewer and water systems leading from his, her or its respective Home Site to the common sewer and water connection. In the event that repair, maintenance or reconstruction of said sewer and water systems leading from an individual Home Site to the common connection results in the tearing up or destruction of any part of the Easements, and Commonly Maintained Areas located thereon, the cost of repairing or replacing such items shall be borne by the Owner or occupant of the Home Site involved.

7.3. All repair, maintenance and reconstruction of Commonly Maintained Areas shall be borne equally by all the Owners.

7.4. The cost of maintaining the Lake, including weed control, water quality, the inlet and discharge pipes and the level of the Lake shall be borne equally by all the Owners.

7.5. The cost of repairing, maintaining and reconstructing the Perimeter Fences along the roads installed by the planner shall be borne equally by all the Owners, except, if known, the person causing damage shall be responsible for the cost of repair and shall reimburse the Association for such expense.

## ARTICLE VIII: DAMAGE BY FIRE OR OTHER HAZARD

8.1. It shall be mandatory for each Owner to insure his Home Site structure against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the insurable replacement value of such Home Site structure. Upon demand by the Board of Directors, an Owner shall produce to the Board of Directors a copy of such Owner's Homeowner's Insurance Policy with evidence of such extended coverage.

8.2. In the event of any damage to a Home Site structure by fire or other hazard, work shall begin on the repair or reconstruction of said Home Site structure within one hundred and twenty (120) days after such damage unless the commencement of the repair or reconstruction is prevented by a delay in the issuance of the appropriate Permits by the County of Cook and/or other State, County or municipality agency, presuming a timely filing of such Application(s) for Permits by the Owner or inclement weather and, in such event, at the earliest possible time thereafter.

8.3. The Owner shall be responsible to restore said Home Site structure to substantially the same condition and design in which it existed prior to the damage. It shall be the decision of the Board of Directors whether the Owner exercised due diligence and made reasonable attempts to comply with the time limitations set forth herein. Should the Owner fail to timely undertake repair or reconstruction, the Association may levy a minimum daily fee not to exceed \$25.00 per day or undertake to do such repair construction as it deems necessary, even if such work results in Mechanic's Lien Claims being filed against said premises by reason of the Owner's failure to pay for the work done.

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## ARTICLE IX: MAINTENANCE, ALTERATIONS, ADDITIONS AND USE

9.1. No Owner or Occupant shall make or erect a fence of any kind between his Home Site and the adjoining Home Site. Fencing will be allowed if required by code or government regulations as in the case of a swimming pool.

9.1.1. The Board of Directors is responsible for all Perimeter Fence maintenance and reconstruction. Owners may not make any changes of or to them such as painting or replacement without prior Board Approval.

9.2. No Owner of a Home Site shall commence building a new Home Site or make any exterior additions to any existing Home Site without prior approval of a majority of the Board of Directors. All architectural plans shall be submitted for examination to the Board of Directors. The Board of Directors' approval must be obtained prior to any plan or permit approval submission to the permitting agencies. This includes permits for new construction and extension of expiring permits. The construction shall be in compliance with existing zoning laws covering the Real Estate. The Architectural Committee will review all plans and make recommendations to the Board of Directors. In addition, the Board reserves the right to hire a licensed architect and/or engineer to review the site and building plans, and the expense of the review is to be borne by the Home Site Owner. The decision as to final approval or rejection of the plans shall be made solely and exclusively by the Board of Directors.

9.2.1. All future lot subdivisions must be done so that each new Home Site lot size shall be no less than ninety (90) feet wide at the point beginning at the end of the fifteen (15) foot easement for public utilities and forty (40) feet wide at the Lake's shoreline. All Commonly Maintained Areas and areas used in common are exempt from these restrictions.

9.2.2. All future residences in each Home Site must be a minimum of Two Thousand Eight Hundred and Fifty (2,850) square feet of living space, not including basement or walkout basement and the outer shell of their exterior walls must be constructed of brick for at least eighty percent (80%) of the combined wall area.

9.2.3. The Board of Directors may, by a majority vote and depending on circumstances, make exemptions as long as those exceptions are not inconsistent with the character of the existing homes.

9.3. Owners or Occupants shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a structure. Except as hereinafter set forth, no sign, or canopy, shall be affixed to or placed upon the exterior walls or roof of a structure, or any part thereof, unless approved by a two-third (2/3) vote of the Owners. An Owner, however, shall be permitted to place a "For Sale" sign on his Home Site, which sign shall be restricted to the selling Owner's Home Site, and shall be placed in the ground only. A "For Sale" sign hanging from any structure on such Home Site is strictly prohibited.

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- 9.4. No mast or other structure for transmitting or receiving messages or programs by radio or wind generator or other such energy devices shall be erected, permitted or maintained upon any Home Site or structure located thereon, except when approved by a two-third (2/3) vote of the Owners.
- 9.5. No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Home Site structure or outside on the premises of the Home Site, except that dogs, cats, or other household pets may be kept in Home Site structures, provided that they are not kept, bred, or maintained for commercial purposes.
- 9.6. Care should be taken that pets do not violate the rights of other Owners or Occupants to the safe and peaceful enjoyment of their Home Sites nor be allowed to use any Easement granted therein for purposes other than those stated. Failure to do so shall constitute a nuisance within the meaning of the Declaration.
- 9.7. Owners or Occupants having dogs are not permitted to erect dog houses in their yards, except those dog houses existing as of April 1, 1990 shall be permitted to remain.
- 9.8. Nothing shall be done or kept in any Home Site structure or in the outside premises which will increase the rate of insurance of the Home Site structure, or contents thereof, applicable for residential use. No Owner shall permit anything to be done or kept in his Home Site structure or in the outside premises which will result in the cancellation of his insurance on the structure, or contents thereof, or which would be in violation of any law.
- 9.9. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of any Home Site overnight or on Saturdays, Sundays or Holidays.
- 9.10. The Owners and Occupants shall keep their Home Sites and outside premises free and clear of rubbish, debris, waste and other unsightly materials. Building Materials may not be stored outdoors longer than 60 days unless approval is given by the Board of Directors or the Owner will be subject to a fine not to exceed \$25.00 per day until removed.
- 9.11. No noxious or offensive activity, including the burning of newspapers, leaves, or any debris shall be carried on in any Home Site or on the Commonly Maintained Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.
- 9.12. The Private Street located in the Easement shall not be used for the overnight parking of private automobiles, except during any emergency. Business vehicles may use said Private Street for temporary periods, but shall not be permitted to interfere with ingress or egress for vehicles or pedestrians.
- 9.13. The original Lake shoreline as depicted in the original recorded Plat of Survey shall be maintained without change. Any Owner or Occupant found in violation of the following restrictions shall be subject to a minimum fine of \$1,000.00 per occurrence.

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- 9.13.1. No canals shall be dug and the general contour of the ground shall be maintained. No piers, platforms, docks or other extensions over the water shall be permitted unless approved by the Board of Directors of the Association.
- 9.13.2. No plantings shall be so concentrated as to obstruct any Owner or occupant's view of the Lake.
- 9.13.3. No motor driven vehicles or boats will be allowed on the Lake except electric fractional H.P. driven boats or a boat used for the maintenance of the Lake by a licensed and qualified company under contract with the Association. An additional fine of \$100.00 per day will be assessed if such item is not removed from the Lake from the day that the Board notifies the Owner or Occupant of this violation until it is removed.

9.14. The provisions of the Act, the Declaration, other Association instruments, and Rules and Regulations that relate to the use of an individual Home Site or the Commonly Maintained Areas shall be applicable to any person leasing or renting a Home Site and shall be deemed to be incorporated in any such lease agreement. Any leases or other occupancy arrangement must be for a period of not less than six (6) months. The prospective Occupant(s) shall not take possession of the Home Site without written approval of said lease or other arrangement by the Board of Directors, which approval shall not be unreasonably withheld.

9.14.1. Mandatory Orientation for New Owners and Occupants. All prospective Owners and Occupants must schedule and attend an orientation meeting with the Board of Directors to review, discuss and acknowledge the requirements of this Restatement, Bylaws, and Rules and Regulations of the Association ("Orientation"). All Orientation requirements must be satisfied before occupancy of the Home Site by the prospective Owner or Occupant. In the case of leasing or rental arrangement, both the prospective tenant and the Owner (or Owner's agent, designee or representative) must attend the Orientation meeting.

9.14.1.1. The prospective Owner or Occupant is responsible to schedule the Orientation meeting with the Board. The current Owner or Occupant is encouraged to inform the Board so as to allow a reasonable time to accommodate the Orientation Meeting. The Board must receive two (2) sets of copies of all executed documents memorializing the sale, lease or other occupancy arrangement between the current Owner and prospective Owner or Occupant at least thirty (30) days' prior to occupancy.

9.14.1.2. Upon written request by a current or prospective Owner or Occupant, any Officer of the Association is authorized to provide a copy of this Restatement, Bylaws, and Rules and Regulations of the

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Association. At the Orientation meeting, the prospective Owner or Occupant shall (i) bring proof of compliant homeowner's insurance policy naming the Association as an additional insured, and (ii) acknowledge in writing of having read and understood the provisions of this Restatement, Bylaws, and Rules and Regulations of the Association.

9.14.1.3. This pre-occupancy Orientation is mandatory and its violation (i) carries a fine of Five Hundred Dollars (\$500.00) that shall be added to the Home Site's account of dues, and (ii) may preclude the Board from issuing a clear Letter of Paid Dues and Assessments prior to the intended occupancy.

9.15. It is understood that the Occupant's rights are subject to and conditioned on the following provisions:

9.15.1. Only one (1) family shall be permitted to occupy the Home Site;

9.15.2. Any person occupying the Home Site or enjoying the use and benefit of the Home Site shall be subject to the terms and provisions of this Restatement Bylaws, and Rules and Regulations of the Association, and restrictions contained in the contract of sale, lease, or other documentation memorializing the arrangement for occupancy.

9.15.3. The Owner of the Home Site shall be directly responsible for any action or inaction of any Occupant, tenant, lessee or other occupant which is noncompliant with and results in the violation of the terms and conditions of this Restatement Bylaws, and Rules and Regulations of the Association, and/or restrictions contained in the contract of sale, lease, or other documentation memorializing the arrangement for occupancy.

9.15.4. An Occupant, tenant, lessee, or other occupant and/or their respective guests or invitees shall have no standing or authority to enforce the terms and provisions of this Restatement of Declaration. Enforcement must be sought, on their behalf, by an Owner of the Home Site.

9.16. If any Owner or Occupant fails to maintain the occupied Home Site, then the Association, the Owners, their successors or assigns, or any mortgagee, may, after thirty (30) days' written notice to such defaulting Owner or occupant, may levy a fine not to exceed \$25.00 per day, or may have such work done, and the amount paid therefor shall be a charge against the Owner or Occupant of the premises on which said work was done. Said amount, together with reasonable attorneys' fees may be recovered from the defaulting Owner or Occupant by suit in equity or at law. The Association shall not be required to have such work done, but, in its sole discretion, may do so if the work and the costs attendant thereto are feasible. The Board will notify Maine Township of the violation.

9.17. A snow removal service shall be provided by the Association, through a private contract or

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other arrangement, to remove snow from all Private Streets. Such service will be paid by the Association. A scavenger service shall be provided by the Owner(s) of each individual Home Site.

9.18. All costs or maintenance charges not specifically allocated by this Restatement of Declaration or by the Association shall be the responsibility of the affected Home Site.

## ARTICLE X: LANDSCAPING

The Owner or Occupant of each Home Site shall maintain the lawn and landscaping on his premises in good condition and shall be responsible for the removal or replacement of his shrubbery, evergreens or planting which might from time to time die of any cause. The Association may either levy removal or replacement costs against any Owner or Occupant where such removal or replacement is necessitated by reason of the failure of such Owner or Occupant to remove or replace same as herein provided, or because of any abuse to or neglect of said landscaping from any cause natural or otherwise, or levy a fine not to exceed \$25.00 per day until the Owner's removal or replacement is completed.

All repair, maintenance and reconstruction of entrance or Commonly Maintained Area landscaping, including grass, plants, trees, structures and improvements, from time to time, shall be borne equally by all the Owners.

## ARTICLE XI: EASEMENTS

11.1. The easements shown on the Plat of Survey for Lake Mary Anne Subdivision for ingress, egress, sewer, water and public utilities (the "Easements") are hereby declared easements for the purposes indicated in said Plat and are for the benefit of all Owners, Occupants and invitees of the buildings erected in the Development, which easements are hereby declared to continue for the duration of the existence of the Buildings erected and to be erected on the Home Sites.

11.2. The right, with reasonable restraint, is hereby given to any public utility company or, any division of Municipal service to go into and upon the Development for the installation and maintenance solely in this Development of overhead, surface and underground utilities, such as telephone and electric wires, sewer, water and gas mains, and an easement is hereby granted to the public utility companies to affix to the buildings and facias thereof, and to install and maintain above, on or under the easement areas as shown as on the original plat the requisite equipment for proper service.

11.3. It shall be mandatory for an Owner to allow access to the Easement portion of its Home Site or vacant or unimproved lots by any public utility company, any division of Municipal service for any one or more of the foregoing purposes. The Owner shall have no standing to object and refuse access to all or any Easement portion of its Home Site or vacant or unimproved lots for any reason including but not limited to the Owner's liability for payment of real estate taxes with respect to such Easement portion of its Home Site or vacant or unimproved lots.



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11.4. The Association is hereby granted an easement to maintain the Lake including the items listed in **Article XIII** herein. The Association's easement shall include the right to grant to Association Members the use and enjoyment of the Lake (excluding the shoreline) in accordance with the Rules and Regulations established by the Association from time to time.

## ARTICLE XII: ISLAND IN LAKE MARY ANNE

Article VIII of the Original Declaration stated, in relevant part, that MARY ANNE REDING, the Developer, shall in due time convey the island in Lake Mary Anne to the Association. Mary Anne Reding, the Developer, did not convey the Island in Lake Mary Anne to the Association prior to her death, and the current owner of the island is unknown. The Association shall not be responsible to maintain, operate or police the Island. Use of the Island by any Owner or Occupant shall be at the risk of such Owner or Occupant.

## ARTICLE XIII: LAKE MARY ANNE

13.1. Neither the Association nor its Board of Directors, collectively or individually, shall have any liability to an Owner, Occupant or invitee, for any personal injury or property damage caused as a result of the use of Lake Mary Anne by such Owner, Occupant or invitee. The Association reserves the right to post a sign to this effect in any location along the shoreline of the Lake. Notwithstanding, if assuming the Association has an insurable interest in and to the Lake, the Association shall maintain general liability insurance coverage thereon.

13.2. Use of the Lake for any sport or recreational activity, including but not limited to swimming, fishing, boating, ice skating, etc., shall be at the risk of such Owner, occupant or invitee. Water-skiing, ice fishing and snowmobiling are strictly prohibited. If any invitee is allowed to use the Lake for any permitted activities, the Owner or occupant shall accompany such invitee or shall be present in or on his Home Site at all times during the performance of such recreational activities by the invitee. The Association reserves the right to post a sign(s) to this effect in any location(s). The Board may send an annual reminder to the Owners that the use of the Lake is at the risk of the Owner, Occupant, or Invitee.

13.3. The cost of maintaining the Lake, including weed control, water quality, the inlet and discharge pipes and the-level of the lake shall be borne equally by all the Owners.

## ARTICLE XIV: TECHNOLOGY USE

14.1. Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any Association instrument or any provision of the Act may be accomplished using acceptable technological means.

14.2. The Association, Owners, and Occupants may perform any obligation or exercise any right

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under any Association instrument or any provision of the Act by use of acceptable technological means.

14.3. A signature transmitted by acceptable technological means satisfies any requirement for a signature under any Association instrument or any provision of this Act.

14.4. Voting on, consent to, and approval of any matter under any Association instrument or any provision of the Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

14.5. Subject to other provisions of law, no action required or permitted by any Association instrument or any provision of the Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the board of directors.

14.6. If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

14.7. This Section does not apply to any notices required:(i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under this Act.

## ARTICLE XV: AMENDMENTS TO DECLARATION AND BYLAWS

The Association may at any time change, modify or rescind any of the restrictions contained herein by first obtaining the consent of two-thirds (2/3) of the Association Members, evidenced by an instrument in writing signed and acknowledged by the consenting Owners. Written notice of the proposal to amend the Declaration and the Bylaws shall be mailed to all members of the Board of Directors at least ten days prior to the date of the meeting of the Board of Directors at which a vote upon said amendment is to be taken and shall be mailed to all Members of the Association at least ten days prior to the date of the meeting to the Members of the Association at which a vote upon said amendment is to be taken. All amendments to the Association instruments authorized to be recorded shall be executed and recorded by the President and attested by the Secretary or such other officer authorized by the Association and its governing instruments.

## ARTICLE XVI: GENERAL PROVISIONS

16.1. Each Home Site shall be used for residential and no other purpose. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise,

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designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Home Site. An Owner or Occupant may use a portion of his Home Site for an office or studio, provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant, or the use of the Home Site by customers or students; and provided, further, that in no event shall any part of the Home Site be used as a school or music studio. All recreational vehicles shall be operated in a safe and reasonable manner.

16.2. Each grantee of the Owners, by the acceptance of a Deed of conveyance, the beneficial interest of a Land Trust, purchaser under Articles of Agreement for Deed or otherwise, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction, rights and powers of the Owners and the Association, created or reserved by this Restatement, 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 bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of this Restatement were recited and stipulated at length in each and every Deed of conveyance.

16.3. Reference in any Deed of conveyance or in any Mortgage or Trust Deed or any instrument affecting title to the Home Site, to the Easements and covenants herein described, shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or Trustee of said parcel as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

16.4. The violation of any restriction or condition, or the breach of any covenant or provision herein contained, shall give the Association, through its Board of Directors, after having afforded the Owner, in writing, a reasonable opportunity to cure such violation or breach and such Owner having failed to cure the violation or breach upon the terms required by the Board of Directors, the right: (a) to enter upon the land upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Owner of said parcel, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any violation or breach and to sue for any damages suffered during the period of said violation or breach.

16.5. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, irrespective of the number of any violations or breaches which may occur.

16.6. The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Restatement.

16.7. Whenever any notice whatever is required to be given under the provisions of the General Not for Profit Association Act of Illinois or under the provisions of the Declaration or the Bylaws

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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.

16.8. A violation of any of the Rules and Regulations adopted by the Association shall be deemed a violation of this Restatement and may be enjoined as herein provided.

16.9. The rights, privileges and powers herein retained by the Owners shall be assignable to, and shall inure to the benefit of their successors and assigns.

*[The remainder of this page is intentionally left blank]*

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## EXHIBIT A

### JOINT CERTIFICATION BOARD OF DIRECTORS AND OFFICERS

LAKE MARY ANNE ASSOCIATION, INC.,  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION

### ASSOCIATION MEMBERS' APPROVAL OF

### THE RESTATEMENT OF THE DECLARATION OF EASEMENTS, COVENANTS AND BYLAWS (AND ALL AMENDMENTS THERETO) FOR LAKE MARY ANNE DEVELOPMENT

The undersigned hereby certify that the foregoing **Restatement of the Declaration of Easements, Covenants and Bylaws (and all Amendments thereto) for Lake Mary Anne Development** has been approved by the necessary and required majority of the Association Members. The Association maintains the notices, minutes and voting records at its principal place of business which may be inspected in compliance with the provisions of the foregoing Restatement and the Illinois Common Interest Community Association Act.

IN WITNESS WHEREOF, the undersigned jointly certify this Exhibit A this 1st day of November, 2017.

Courtn T. Mancini  
Board Member and President  
COURTNE T. MANCINI

Barbara L. Mochci  
Board Member and Secretary  
BARBARA L. MOCHCI

Diane M. Calvacca  
Board Member and \_\_\_\_\_  
DIANE M CALVACCA

Catherine Hoag  
Board Member and \_\_\_\_\_  
Catherine Hoag

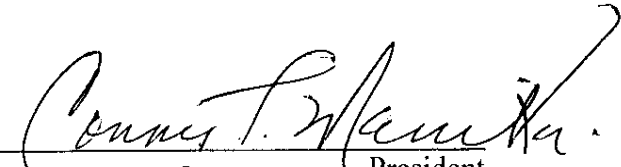
Dawn Puetz  
Board Member and Treasurer  
DAWN PUETT

\_\_\_\_\_  
Board Member and \_\_\_\_\_

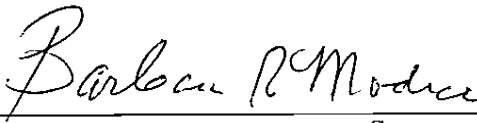
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IN WITNESS WHEREOF, the Owners have approved this Restatement of the Declaration of Easements, Covenants and Bylaws for Lake Mary Anne Development and all Amendments thereto, effective as of Nov. 1, 2017, 2017.

LAKE MARY ANNE ASSOCIATION, INC.,  
an Illinois Not-For-Profit Corporation

  
\_\_\_\_\_  
President  
CONNIE T. MANIKA

ATTEST:

  
\_\_\_\_\_  
Secretary  
BARBARA R. MODICA

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