

UNOFFICIAL COPY

TRUSTEE'S DEED  
THIS INSTRUMENT WAS PREPARED BY:  
NEW LENOX STATE BANK  
110 West Maple Street  
New Lenox, IL 60451

90307676

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made this 26th day of June, 1990, between NEW LENOX STATE BANK, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said trustee in pursuance of a trust agreement dated the 22nd day of May, 1989, and known as Trust Number 1266 party of the first part, and Helen M. Hirsch as Trustee of the Helen M. Hirsch Revocable Trust dated February 9, 1987,

not as tenants in common, but as joint tenants, parties of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of Ten and 00/100— (\$10.00) dollars, and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said parties of the second part, not as tenants in common, but as joint tenants, the following described real estate, situated in Cook County, Illinois, to-wit:

Lot 265 in Indian Ridge, being a Subdivision in the West Half of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded on November 30, 1978 as Document Number 28743692; together with residential improvements hereinafter provided to be constructed thereon; and an undivided percentage interest in the Common Area, as defined in the Declaration of Easements, Covenants and Restrictions of Indian Ridge, a copy of which is attached hereto as Exhibit A and made a part hereof ("Declaration").

PIN: 04-20-308-016-0000

Together with the tenements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the same unto said parties of the second part forever, not in tenancy in common, but in joint tenancy.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any) thereon of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Vice President the day and year first above written.

NEW LENOX STATE BANK as Trustee as aforesaid,

By *[Signature]*

Attest: *[Signature]*

JEFF-01 RECORDING \$50.25  
14777 IRAN 4332-04/27/90 12:08:00  
#7536 Trust Officer 90-307676  
COOK COUNTY RECORDER  
Vice President

STATE OF ILLINOIS, }  
COUNTY OF WILL } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Trust Officer and Vice President of the NEW LENOX STATE BANK, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Vice President then and there acknowledged that said Vice President, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Vice President's own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

OFFICIAL SEAL

Candi S. Eartly  
Notary Public, State of Illinois  
My Commission Expires 4/10/91

Date 6-26-90

*Candi S Eartly* Notary Public

MAIL DEED AND TAX BILL TO:

NAME *Levine, Sh. Fran & Assoc.*  
STREET *1300 Woodfield Rd.*  
CITY *#202 Schaumburg, IL 60173*

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
2346 Mohawk Lane  
Glenview, IL 60025-1058

*50.00 Mail*

This space for taxing values and revenue stamps

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DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS  
OF  
INDIAN RIDGE

3800

THIS DECLARATION, is made this 31st day of July, 1979, by ALLSTATE DEVELOPMENT CORPORATION, a Delaware corporation ("Declarant"), with reference to the following facts:

A. Declarant is the owner in fee simple of certain real estate in the Village of Glenview, County of Cook, State of Illinois, legally described in Exhibit A, attached hereto and made a part hereof, ("Development Property") a part of which is legally described in Exhibit B attached hereto and made a part hereof ("Property").

B. Declarant desires to provide for the preservation and enhancement of the property values within the development and maintenance of the Property and improvements thereon, and in general to provide for a residential subdivision of the highest quality. To this end Declarant desires to submit the Property to the easements, covenants and restrictions contained in this Declaration ("Covenants") each one of which is intended to run with the land and to benefit the Property, all owners of parts thereof, and other parties of interest.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean the Indian Ridge Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association.

Section 3. "Common Area" shall mean those areas devoted to the common use and enjoyment of the Owners, designated as Lots C, D, E, G, H and I on the Plat.

Section 4. "Declaration" shall mean this instrument, as it may be amended from time to time.

Section 5. "Home" shall mean any single family residence constructed on a Lot.

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Section 6. "Limited Common Area" shall mean that area devoted to the common use and enjoyment of the Owners of Lots 251 through 276, designated as Lot F on the Plat.

Section 7. "Lot" shall mean any plot of land designated on the Plat by a number from 1 through 276 and which is included in the real estate which has been submitted to the Covenants, by this Declaration, as it may from time to time be amended.

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Mail to -  
Allstate Dev. Corp.  
Allstate Plaza  
12751  
1-27-79

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Prepared by -  
Jersey S Greenberg  
Allstate Dev. Corp  
Allstate Plaza  
Northbrook, IL 60062

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Section 8. "Owner" shall mean the record owner (including Declarant), whether one or more parties, of the fee simple title to any one or more Lots (not including those parties having such title solely as security for the performance of an obligation).

Section 9. "Percentage Interest" shall mean the prorated share of expenses assigned to each Lot and Lot A (as Lot A is defined in the Plat) such assignment appearing in Exhibit C attached hereto and made a part hereof.

Section 10. "Plat" shall mean the plat of subdivision for the Development Property recorded with the Cook County Recorder of Deeds on November 30, 1978 as document number 24743692.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration is the Property.

Section 2. Additions to Existing Property.

(a) Annexation by Declarant. The Declarant, its successors and assigns, hereby reserve to themselves and their successors and assigns the right to add on and annex to the Property from time to time all or any portion of the Development Property, within a period of ten years after the date of recording this Declaration by recording a supplement or supplements of each to this Declaration which shall set forth the legal description of the area and the resulting Percentage Interest for each Lot and which shall state the intention of the Declarant and its respective successors and assigns thereby, to submit said additional parcel or parcels to the provisions of this Declaration. Upon the recording of such supplement or supplements the additional parcel therein described shall be deemed to be governed in all respects by the provisions of this Declaration and shall thereupon become part of the Property and the definitions of Common Area and Lot shall be amended accordingly. No portion of the Development Property, except the Property, shall be subject to any of the provisions of this Declaration unless and until a supplement is recorded annexing such portions to the Property as herein provided. No rights of any character arising out of this Declaration (except for the drainage easement granted in Article IV, Section 3 below) shall attach to any portions of the Development Property except the Property, unless and until a supplement is recorded annexing such portions to the Property as aforesaid. Upon the expiration of said period of ten years after the date of recording of this Declaration or upon the recording by Declarant of an instrument waiving the right to annex such right shall expire.

(b) Annexation by Owners. Additional property may be annexed to the Property (in addition to the property which may be annexed pursuant to Section 2(a) above) but such annexation shall require the consent of two-thirds of the Owners of Lots located on the Property and the consent

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of Declarant (until ten years after the date of recording or until Declarant has sold all of its interest in the Property whichever is earlier).

(c) If Declarant elects not to submit the remainder of the Development Property to this Declaration, but subsequently builds residential housing subject to another declaration, Declarant shall provide for an allocation of a part of the Common Expenses (as defined in Article V, Section 3(b) below) to the Owners of the remaining property. Such allocation shall be either (i) on the basis set forth in Exhibit C hereto, with each such residential unit being treated as one Lot in the computation set forth in Exhibit C; or (ii) if in Declarant's opinion, the basis described in this Section 2 above would result in substantial inequity, then on such other basis as would be equitable.

## ARTICLE III

### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Association. The Association has been or shall be established by Declarant as an Illinois not-for-profit corporation for the purposes set forth in this Declaration and its Articles of Incorporation.

Section 2. Members. Every Owner upon vesting of title of a Lot in that Owner's name shall be a member of the Association, subject to the rights and obligations set forth in this Declaration and the Articles of Incorporation and By-Laws of the Association (copies of which are attached hereto as Exhibits D and E) as amended from time to time. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership, and membership shall cease upon termination of such ownership.

Section 3. Voting Rights. Each Owner shall be entitled to one vote for each Lot that Owner owns. When the ownership of any Lot is held by more than one person or entity jointly, all such persons or entities shall be members and the vote for such Lot shall be exercised among them, but in no case shall there be allowed more than one vote for any one Lot. If title to a Lot is held by a land trust, the trustee, or, if the trustee shall designate in writing from time to time to the Board, a beneficiary of the land trust, shall exercise the vote appurtenant to that Lot. Neither the Association nor the Board shall be responsible for determining the validity of multiple votes cast by persons based upon joint ownership of a single Lot and no such multiple votes shall be counted unless and until a single vote is presented by such persons. If portions of any of Lots 251 through 276 are sold to separate Owners, the one vote appurtenant to that Lot will be divided among the Owners on the basis of the percentage of the square footage of the Lot owned by each such Owner.

Section 4. Board of Directors. The Board of Directors of the Association ("Board") shall consist of five members ("Directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Owners owning, in the aggregate, a majority of

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(e) the rights granted to the Association, other Owners and Declarant by this Declaration.

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, has been signed or approved by two-thirds of the Owners and their mortgagees and by Declarant (until such time as Declarant has sold all of its interest in the Property, or ten years from the date of the recording of this Declaration, whichever is earlier) and recorded; and

(c) the right of the Association to mortgage any lot and Home purchased by the Association at a foreclosure sale or otherwise to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities pursuant to approval of the Declarant (until such time as Declarant shall no longer own any part of the Property) and of two-thirds of the Owners;

(b) the right of the Association to suspend the right of an Owner to use the facilities for any period during which an assessment against his lot remains unpaid for more than thirty days after notice; the right of the Association to suspend the right of an Owner to use the facilities for any other infraction of this Declaration by-Laws and rules and regulations;

(a) the right of the Association to establish reasonable rules for the use of the Common Area;

Section 1. Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to his lot, such enjoyment being subject to the following:

COMMON AREA AND EASEMENTS

ARTICLE IV

the percentage of undivided ownership of the Common Elements owned by Owners present, in person or by proxy, at said meeting, except that the directors listed in the Articles of Incorporation of the Association (hereinafter called the "First Board") shall be appointed by the Declarant. Every director, except for members of the First Board, shall hold office for the term of three years and until his successor shall be elected and qualified. Two of the members of the First Board shall hold office only until the first regular annual meeting of Association members, two of the members of the First Board shall hold office only until the second regular annual meeting of Association members, and one of the members of the First Board shall hold office until the third regular annual meeting of Association members.



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Each Owner, by accepting a deed to a Lot, designates the Association as its attorney-in-fact coupled with an interest to take whatever steps necessary to carry out the provisions of this Article IV, Section 1, including but not limited to the execution of any instrument designed to accomplish such mortgaging, dedication or transfer approved by two-thirds of the Owners.

Section 2. Delegation of Use. Any Owner may delegate to or share with the members of his family, occupants of his home and to his guests, licensees and invitees, his right of enjoyment to the Common Area, facilities and easements reserved in this Declaration and the Plat subject to this Declaration, the By-Laws and such general regulations as may be established from time to time by the Board.

Section 3. Utility, Drainage and Maintenance Easements. In the recorded Plat, Declarant has included a grant of a general easement over the back ten feet of each Lot ("Easement Area") for underground public utilities and drainage, the beneficiaries of which are the public utilities servicing the property, including but not limited to Commonwealth Edison Company, Illinois Bell Telephone Company and Northern Illinois Gas Company, the Association and the other Owners. In addition, easements are hereby granted (a) to the Association, its agents (including a managing agent hired by the Association) employees and contractors, upon, across, over and under the Easement Area and the Common Area for the purposes of maintaining the Common Area and installing, replacing, repairing and maintaining any improvements placed thereon for the benefit of the Owners and (b) to each of the Owners of a part of the Property (whether or not the part of the Property owned by such Owner has been submitted to the Covenants) an easement over the Property for drainage. Declarant shall also have the right to grant any other easements over the Development Property (including the Property), temporary or permanent, to public utilities or other such person or entity which are necessary to provide utility service to the Development Property to facilitate the common plan envisioned by this Declaration.

Section 4. Construction and Sales Easement. An easement is hereby granted to Declarant, its agents, employees and contractors to enter the Common Area, during the period of construction and sale on the Development Property, or any property annexed thereto, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of residences and related buildings on the Development Property and any property annexed thereto pursuant to this Declaration, including without limitation, the erection and maintenance of business offices, sales offices, storage areas, construction yards, signs and model units.

Section 5. Title to Common Area. Declarant shall retain the legal title to the Common Area or portions thereof to the extent it does not convey it to each Owner by deed, until ten years from the date of the recording of this Declaration at which time it shall convey to each Owner an undivided interest in Declarant's remaining interest in the Common Area in the percentage that each Owner owns of the Common Area not owned by Declarant at that time. No Owner shall have a right of partition or contribution relative to the Common Area other than as may be set forth in this Declaration.

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ARTICLE V

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## MAINTENANCE AND ASSESSMENTS

Section 1. Obligations of the Association. The Association, on behalf, and subject to the rights of the Owners shall manage and maintain the Common Area, including but not limited to, maintaining the three lakes located in the Common Area and Limited Common Area ("Lakes"), including but not limited to maintaining their function as storm water retention and maintaining the water level to the elevation approved by the Metropolitan Sanitary District of Chicago and the Village of Glenview, and the pump and pipes designed to regulate the water level of the lakes, and maintain and repair in good clean and safe condition, order and repair, replace and restore when necessary plantings and improvements thereon (including furnishings and equipment related thereto), all in a manner and with such frequency as is consistent with good property management standards for residential projects of the character and quality of dwelling units within Indian Ridge. The Association, on behalf of the Owners, shall maintain, repair and replace, when necessary, all street lights within Indian Ridge, the landscaping on the median strip of Indian Ridge Drive, the parkway on Landwehr Road contiguous to Lots H and I and the cul-de-sac areas, all of which lie within the public roads and rights of way dedicated to the Village of Glenview pursuant to the Plat.

Section 2. Obligations of the Owners. Each Owner shall keep all Lots owned by him, the parkway area within the public right of way directly in front of the Owner's Lot or Lots, and all improvements therein or thereon, in good, clean and safe condition, order and repair and free of debris and shall perform all necessary maintenance, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management standards for residential communities of the character and quality of dwelling units within Indian Ridge. In the event an Owner of any Lot shall fail to maintain the premises as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds vote of the Board, shall have the right to enter upon said Lot to correct drainage or to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, maintenance or restoration shall become a special assessment upon such Lot.

### Section 3. Maintenance Assessments.

(a) Covenant for Maintenance Assessments. Each Owner, including Declarant, of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and to agree to pay to the Association (i) regular assessments or charges; and (ii) special assessments. All such assessments shall be personal obligations of each Owner and are to be established and collected as hereinafter provided in this Declaration, the Articles of Incorporation and By-Laws of the Association.

(b) Purpose and Use of Assessments. All assessments levied by the Board shall be for the purpose of insuring the maintenance and operation of the Property. Such purposes and uses of assessments shall include (but are not limited to) the cost of the Association of all taxes (including but not limited to, each Owner's share of any undivided real estate tax bill pertaining to more than one Lot), insurance, repair, replacement, and maintenance and other charges contemplated by this Declaration, or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association ("Common Expenses"). Common Expenses relating solely to the Limited Common Elements shall be allocated to the Owners of Lots 251 through 276.

Section 4. Assessment Procedure, Regular Assessments.

(a) On or before December 1st of each year commencing in the year that the first annual meeting of the Association is held and pursuant to the By-Laws of the Association, the Board of Directors shall hold a meeting or meetings:

(i) To estimate all of the expenses of the Association for the following calendar year and the appropriate reserves for contingencies and replacements;

(ii) To fix the amount assessed against each Lot for the following year based upon the Percentage Interest assigned to each Lot; and

(iii) To establish the date or dates on which such assessments or installments thereof shall be due the Association. Should the Board fail to establish payment dates, all regular assessments shall be due in twelve equal installments on the first day of each month of the year for which they are assessed. The annual assessment on Lots added through annexation shall commence on the first day of the month following annexation of such property.

(b) For the period commencing from the date of this Declaration until the year in which the first annual meeting of the Association is held, Declarant shall:

(i) Prepare an estimated budget in and for each calendar year (or for a partial year in the case of the first year) based upon the expenses which would be incurred and the appropriate reserve for contingencies and replacements if the Development Property was completely developed in accordance with the Plat;

(ii) Fix the amount assessed against each Lot (whether title is held by Declarant or not) for the following year and establish the date or dates on which such assessments or installments thereof are due; and

(iii) Pay the total amount necessary to pay the operating expenses of the Association (not including reserves for contingencies and replacements) less the amount collected from the Owners other than Declarant for non-reserve expense items.

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(c) The Declarant or Board, as the case may be, shall distribute the estimated budget and the written notice of assessment to each Owner by January 31st of each year.

Section 5. Assessment Procedure, Special Assessments.

(a) Special assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvement or unforeseen expenses (to the extent, in the Board's opinion, not reasonably paid for out of the appropriate accumulated reserves). Such capital improvements shall include the construction, reconstruction, or repair or replacement of any capital improvements on the Common Area. Unforeseen expenses shall be deemed to be those expenses underestimated or not provided for in the Budget adopted pursuant to Section 3(b) above.

(b) Whenever the Board shall determine there exists a need for levying a special assessment as herein provided, the Board shall adopt a resolution setting forth the need, amount, period of payment, and due date or dates for the proposed special assessment. All special assessments must be approved by a two-thirds vote of the Owners. Such vote shall be taken at a meeting called by the Board for that purpose. However, if in the reasonable opinion of the Board a condition exists which threatens immediate and substantial damage to the Common Area, the Board may take whatever action is reasonably necessary to prevent or limit the damage to the Common Area and the cost of taking such action shall be a special assessment which need not be approved by two-thirds of the Owners.

(c) Both annual and special assessments shall be assessed against each Lot in accordance with the Percentage Interest assigned to each Lot, except as otherwise may be provided in this Declaration. Any assessment and any installment thereof shall commence on the Lot on the date that the Lot is conveyed or transferred by the Declarant. The initial assessment shall be adjusted according to the number of days remaining in any calendar year.

Section 6. Non-Payment of Assessments. Any assessments, regular or special, which are not paid on the due date shall be delinquent. Such delinquency shall be a continuing lien and an equitable charge running with the land, and shall be appurtenant to the Lot assessed.

Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable for the continuing lien and charge. Should title to any Lot be transferred, the transferee (except a mortgagee in possession) shall be jointly liable for any delinquent assessments with the transferor. Either of the parties to a transfer may request a statement from the Association setting forth an accounting of the assessments for the subject Lot, due and paid. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan.

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Should any assessment remain unpaid thirty days after it has become delinquent, such assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the laws of the State of Illinois or 15%, whichever rate is lower.

Section 7. Remedies. The Association may:

(1) recover any delinquent assessments by bringing an action of law or in equity against the Owner or Owners personally obligated to pay the same;

(11) foreclose the lien against the Lot; or

(111) pursue any other remedy available to it under law or equity.

Any recovery shall include interest costs, reasonable attorneys' fees, and other expenses incurred in connection with any such action or other efforts to collect the assessments.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against the Owner personally, in the event of default, for the collection of such liens or charges as a debt, and to enforce the liens or charges by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property and an action for the appointment of a receiver. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The enforcement of liens or charges shall be limited to a period of five years. The venue for all actions at law provided for in this Article shall be in Cook County, Illinois. The persons in possession of any Lot shall be authorized to accept summons on behalf of the Owner of such Lot.

No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use or abandonment of the Lot.

Section 8. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed placed upon the Lot. Such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the first mortgage or first trust deed and shall not apply to any assessments arising during any period which the holder of such mortgage or trust deed is in possession of the Lot. Any sale or transfer pursuant to a mortgage foreclosure or transfer in lieu thereof shall not relieve the Lot from liability for any assessments or installments thereafter becoming due.

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## USE RESTRICTIONS

Section 1. Purposes. To insure that all purposes of this Declaration are advanced, the Board shall have the authority to enforce the restrictions contained in this Article and in the rest of this Declaration and adopt, modify and enforce rules and regulations regarding the maintenance, use and enjoyment of the Lots, the Homes, and the Common Area, including but not limited to the Lakes.

Section 2. Compliance With Laws. All Lots shall be used in compliance with all ordinances, laws, codes, rules and regulations of the Village of Glenview and other local, state or federal bodies ("Public Laws") and with the By-Laws and the rules and regulations adopted by the Board. Where there is a difference between the requirements of this Declaration, the By-Laws, the rules and regulations and the Public Laws, the Owner shall comply with the more restrictive.

Section 3. Land Use and Building Type. All Lots shall be used for single family residential purposes only and no building shall be erected, reconstructed or maintained thereon except for the sole residential use of the Owner of the Home (except that Declarant may elect to construct multi-family or single family residential units or both on Lot A and add Lot A to the Property). Homes may contain living quarters for the sole use of the servants of the Owner, but shall not be used for rental purposes. Except as provided in this Declaration, no other accessory buildings and structures may be erected in such a manner and location unless approved in writing by the Board or its designated representatives.

Section 4. Structural and Lot Changes. No Owner shall make changes, additions or subtractions in or to the structure or exterior of a Home or change the grade of a Lot which might affect the drainage over the Property without the prior written approval of the Board, or its designated representatives as described in Article VIII below.

Section 5. Restriction on Vehicles. No boat, airplane, trailer, truck, house trailer, motorized recreational vehicle, commercial vehicle, or snowmobile shall be stored (permanently or temporarily) in the open on any of the Property, except that conventional passenger vehicles of the Owners and their guests shall be permitted to be parked on the Owner's driveway. The term "Commercial Vehicles" shall include any automobile, stationwagon, truck or other vehicle which has a commercial message printed or otherwise displayed on it.

Section 6. Home Occupations. No home occupation or profession shall be conducted in any Home or accessory building located on the Property except as approved in writing by the Board. The foregoing restriction shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining a personal professional library; (b) keeping personal business or professional records or accounts; or (c) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of this restriction.

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Section 7. Noxious or Offensive Activities. No noxious, illegal or offensive activities shall be conducted upon any of the Property, nor shall anything be done on the Property which may be or become an annoyance or nuisance to the neighborhood. Without in any way limiting the effect of the foregoing, the following are specifically prohibited:

(a) Unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects.

(b) The burning of refuse outside a Home.

(c) Exterior television antennae exceeding 5 feet above the roof line of the home or attached to the chimney, radio antennae, poles, wires, rods, or other devices in connection with the reception or transmission of any television, radio or any other electrical signal, except within buildings or structures on the Property, unless approved in writing by the Board.

(d) The hanging of laundry or other articles, or the erection of laundry drying equipment outside the Home.

(e) The raising, breeding or maintaining of any livestock, poultry, or animals except for dogs, cats and other commonly domesticated animals kept as pets. Owners keeping such pets shall not allow them in the Common Area surrounding the Lakes. The continued right to keep such pets shall be subject to compliance with rules adopted by the Board pertaining to the number, size, type and control of such pets.

(f) The storage of garbage outside the Home except in closed containers.

(g) "For Sale" or "For Rent" signs, advertising or other displays on any part of the Property except at such location and in such form as may be determined by the Board or its designated representatives. The right is reserved by the Declarant, its successors and assigns to maintain upon the Property until the sale of the last Home, all models, sales offices, and advertising signs or banners, if any, and lighting in connection therewith, provided they have been approved by the Village of Glenview.

(h) The erection of any fences, except for fences made of redwood or cedar, not exceeding five feet in height, located within the Owner's property line and no closer to the front property line than five feet in back of the front of the Home.

The Board may, as it sees fit, from time to time adopt and amend rules and regulations governing the operation, maintenance, beautification and use of the Lots not inconsistent with the terms of this Declaration and all Owners shall conform and abide by such rules and regulations. Written notice of such rules and regulations shall be given to all Owners. A violation of such rules and regulations shall be deemed a violation of the terms of this Declaration.

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Section 8. Temporary Structures.<sup>9</sup> No trailer,<sup>7</sup> tent,<sup>6</sup> shack, shed, garage, barn, and no temporary building or structure of any kind shall be parked, placed or erected on any Lot except for temporary buildings or structures used during the construction of a Home which shall be removed promptly upon the completion of construction.

Section 9. Owner's Liability. Each Owner shall be responsible for his actions and the actions of his family, guests, agents, contractors or invitees. If an Owner does not repair any damages done by himself or any such person within a reasonable time, the Association may, after written notice to such Owner, repair such damages and the cost of such repair shall be a special assessment against the Owner's Lot. If any such actions cause an increase in the cost of insurance for the Association, the increased cost shall be a special assessment against the Owner's Lot.

Section 10. Waiver of Subrogation. Each Owner and the Association hereby waive and release any and all claims which either of them may have against any other Owner, the Association, its officers, the Board, the Declarant, the Managing Agent of the Property and its officers, directors, if any, and the respective employees and agents of each of them (as the case may be) for damage to the Common Area, any Lot, Home or to any personal property located on or in any Lot, Home or the Common Area caused by fire or other casualty, to the extent that the cost of such damage is paid from the proceeds of any form of insurance carried by the Owner or the Association.

Section 11. Insurance and Restoration. In the event of any damage to or destruction of any Home, the Owner shall promptly after such destruction or damage cause the Home to be reconstructed in compliance with the terms of this Declaration and rules and regulations of the Architectural Control Committee described in Article VIII below. Each Owner shall be required, at such Owner's sole expense, to keep the Home to which the Owner has title insured against loss by fire, flood or other casualty, in the amount of the full replacement value of the Home to be applied towards restoration of the Home as required above (proof of such insurance may be requested by the Board at any time). Full replacement value shall mean the amount necessary to restore the Home to substantially the same condition as existed prior to the damage or destruction. If an Owner fails within a reasonable time, not to exceed twelve months, to restore the Home, the Association may, but is not obligated to, either enforce these provisions by specific performance or purchase the Lot and Home for their then fair market value.

## ARTICLE VII

### RIGHTS AND OBLIGATIONS OF BOARD

Section 1. Rights of Board. The Board shall have the right, among other rights expressed and implied:

- (a) to delegate portions of its authority hereunder to committees composed of its members or other Owners;



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(b) to hire outside contractors or agents to perform its duties hereunder and to employ legal counsel, accountants, and a managing agent, where necessary, to advance the purposes of this Declaration;

(c) To take whatever steps necessary to discharge or insure over liens filed against the Common Area;

(d) to take whatever steps necessary to enforce the Covenants, including but not limited to entering on any Lot to perform such functions as are required of an Owner after such Owner fails to perform such functions pursuant to this Declaration, the Articles and the By-Laws; and

(e) to exercise such powers and perform such functions as are authorized by the By-Laws from time to time.

Section 2. Obligations of the Board. The Board shall:

(a) obtain insurance coverage both for property damage and liability on behalf of the Owners over the Common Area in amounts sufficient to protect the interests of the Owners; and

(b) use its best efforts to collect all assessments and to enforce the Covenants.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

Section 1. Purpose; Architectural Control Committee. The purpose of this Declaration and the Association is to create an attractive and safe residential community and to maintain that community and the Homes and Lots within it in the same style, manner and quality in which they were created. Accordingly, the Board shall appoint pursuant to the By-Laws, at least three of its members to act as an Architectural Control Committee to enforce the rules and regulations adopted by the Board relating to architectural control. These rules and regulations shall pertain, among other things, to the nature and placement of any plantings, fencing, signs, home reconstruction, and other Lot or exterior Home improvements or alterations, and any other matter which needs to be considered in order to carry out the purposes described in this section.

Section 2. Architectural Control Committee Approval. Except for construction, plantings, additions, changes, alterations or restorations by the Declarant, no construction of a building, fence, wall or other structure or restoration (following destruction by fire or other casualty) of a Home shall be commenced, erected or maintained, no plantings on any Lot shall be made, nor shall any additions to or exterior changes or alterations in any building, fence or wall be made, until the plans and specifications showing, where applicable, the nature, kind, shape, height, materials, color scheme and proposed loca-

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tion of such construction, planting, additions, changes, alterations, or restoration have been delivered to the Architectural Control Committee and they have been approved in writing by the Architectural Control Committee. The Architectural Control Committee may adopt rules and regulations for routine construction, plantings, additions, changes or alterations which may be made without its prior written consent. The Architectural Control Committee shall have the right to refuse to approve any such construction plans or specifications, grading plan or landscape plan, which are not in the Architectural Control Committee's opinion of the same nature, quality and style as existing improvements, involve materials other than those used in the existing improvements (including but not limited to the use of roofing material other than No. 1 grade cedar shakes), or are otherwise not suitable or desirable in the opinion of the Architectural Control Committee for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plans or landscape plans the Architectural Control Committee shall be acting reasonably if it uses the existing structures and landscaping within Indian Ridge as a standard and considers the suitability of the proposed construction, planting, addition, change or alteration with the surroundings and their effect on and the compatibility with the other Lots and Homes within the Property.

A written decision by the Architectural Control Committee shall be delivered to the Owner within 30 days after the plans and specifications have been received from Owner by the Architectural Control Committee. An Owner may begin construction on such plans and specifications 30 days after they have been received by the Architectural Control Committee if the Architectural Control Committee has not rendered a written decision to the contrary by then.

## ARTICLE IX

### INDIAN RIDGE CONDOMINIUMS

Section 1. Multi-family Property. Declarant owns certain real estate located in the northwest corner of the Development Property, designated on the Plat as Lot A, on which Declarant may construct either multi-family residential dwellings (in which case they may be condominium units) or single family dwellings similar to the Homes. In either event, the owners of the residential units located on Lot A shall be Owners and members in the Association and subject to this Declaration and the Articles of Incorporation and By-Laws of the Association. If Declarant constructs the multi-family dwelling units on Lot A, the owners of those units shall be responsible collectively for paying the aggregate percentage share (as set forth in Exhibit C) of the Common Expenses allocated to Lot A. If Declarant constructs single family homes on Lot A similar to the existing Homes, Declarant shall assign fair unit values for each lot within Lot A at the time that Lot A is subdivided and the Owners of such subdivided lots shall pay their respective designated shares of the Common Expenses, the total of which shall be the aggregate share allocated to Lot A.

Section 2. Indian Ridge Condominium Association. If Declarant constructs the multi-family dwelling units on Lot A, Declarant may also

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file a declaration of condominium ownership for such units ("Condominium Declaration") and cause a condominium association to be formed ("Indian Ridge Condominium Association"). The Indian Ridge Condominium Association shall be responsible for the maintenance, repair and replacement of the common areas within Lot A (as designated by the Condominium Declaration) and any improvements, including but not limited to any recreational facilities located thereon.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Enforcement. Failure by the Association or by any Owner to enforce any rule, regulation, covenant or restriction contained in or promulgated pursuant to this Declaration, the Articles of Incorporation or By-Laws shall not be deemed a waiver of the right to do so thereafter.

Section 2. Disputes Among Owners. The Board shall have the right to settle any dispute or disagreement between or among any Owners, relating to the Property or any question of interpretation or application of the provisions of the Declaration, the Articles of Incorporation, By-Laws or any rules or regulations promulgated thereunder. The Board's determination with respect to such dispute or disagreement shall be final and binding on each and all of such Owners.

Section 3. Notices. All notices which are served pursuant to this Declaration shall be in writing and shall be deemed properly served if delivered by hand to the party to whose attention the notice is addressed or if mailed by United States registered or certified mail, return receipt requested, postage prepaid if to the Board or Association, then to the address of the President of the Board or to any other address designated in writing by the Board from time to time, and, if to an Owner, then to the Owner's Home, or to any other address designated in writing by such Owner from time to time. Upon written request to the Board, giving the address at which notices should be sent, the holder of any duly recorded mortgage or trust deed against any Lot shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Lot is subject to such mortgage or trust deed.

Section 4. Severability. Invalidation of any provision contained in this Declaration by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. Amendment. The provisions of this Declaration shall run with and bind the land, for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years unless terminated by two-thirds of the Owners and their mortgagees. This Declaration may be amended during the first twenty year period by an instrument approved by not less than seventy-five percent of the Owners (and approved by Declarant so long as Declarant owns any of the Lots), and thereafter by an instrument approved by not less than sixty-seven percent of the Lot

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Owners. Amendments affecting the rights of mortgagees shall also require the approval of each approving Owner's mortgagee. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand and seal on the date herein first recited.

ALLSTATE DEVELOPMENT CORPORATION

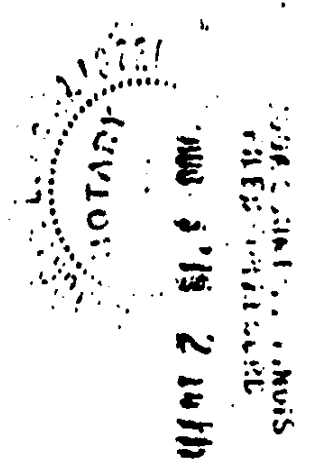
X By [Signature]  
via president

By Jeffrey S. Greenberger  
Asst Secretary

Subscribed and sworn to before me  
this 31st day of July, 1979

[Signature]  
Notary Public

My Commission Expires November 25, 1981



Property of Cook County Clerk's Office

HAS BEEN MICROFILMED  
SEE JACKET FILE No. 25084000

This instrument was prepared by:  
Jeffrey S. Greenberger  
Allstate Plaza  
Northbrook, IL 60062

Please mail to:  
Jeffrey S. Greenberger  
Allstate Plaza  
Northbrook, IL 60062

NO PLAT

Book 533

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## EXHIBIT A

### Development Property

Lots 1 through 276 and Lots A, C, D, E, F, G, H, and I in Indian Ridge, being a subdivision in the west half of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded on November 30, 1978, as document number 24743692.

Property of Cook County Clerk's Office

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EXHIBIT B

Property

Lots 1 through 37, 155 through 192 and Lots C, D, E, G, H, and I in Indian Ridge, being a subdivision in the west half of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded on November 30, 1978, as document number 24743692.

Property of Cook County Clerk's Office

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EXHIBIT C

Percentage Interest

Each Lot shall have a percentage interest to .0025.

The aggregate percentage interest allocated to Lot A shall be .31. If Declarant should develop Lot A as a multi-family project, the percentage interest shall be allocated among the members of the multi-family association. If Declarant should develop Lot A in single family project similar to the existing Homes, the percentage interest shall be allocated to each of the Lots.

Property of Cook County Clerk's Office

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~~Exhibit B~~  
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INDIAN RIDGE ASSOCIATION  
ARTICLES OF INCORPORATION  
UNDER THE GENERAL NOT-FOR-PROFIT CORPORATION ACT

The undersigned, Jeffrey S. Greenberger, 976 Vernon Avenue, Winnetka, Illinois, a natural person of more than 21 years of age, for the purpose of forming a not-for-profit corporation under the General Not-For-Profit Corporation Act does hereby adopt the following Articles of Incorporation.

1. The name of the corporation is Indian Ridge Association.
2. The purpose of the corporation is to manage, maintain, repair and replace the common areas within the Indian Ridge residential community, Glenview, Illinois, to enforce the provisions of the Declaration (defined in paragraph 6 below) and to take whatever other actions necessary to advance the purposes of the Declaration.
3. The duration of the corporation is perpetual.
4. The first Board of Directors of the corporation shall be five in number, their names and addresses being as follows:

H. Ross Workman            Allstate Plaza, Northbrook,  
   Illinois 60062

James R. Humphrey        Allstate Plaza, Northbrook,  
   Illinois 60062

Louis G. Lower II         Allstate Plaza, Northbrook,  
   Illinois 60062

Theodore Schnell         Allstate Plaza, Northbrook,  
   Illinois 60062

Jeffrey S. Greenberger    Allstate Plaza, Northbrook,  
   Illinois 60062

5. The name and address of the corporation's initial registered agent is C T Corporation System, Room 814, 208 S. LaSalle Street, Chicago, Illinois 60604.
6. The members of the Corporation shall be all of the Owners of part of the Property (known as Indian Ridge) as defined in the Declaration of Easements, Covenants and Restrictions of Indian Ridge, recorded with the Office of Recorder of Deeds of Cook County, Illinois on November 30, 1978, and known as Document No. 24743692 ("Declaration").

The membership of each Owner shall terminate when he ceases to be an Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

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The number of votes shall be the total number of Lots within real estate submitted to the Declaration. If any Owner consists of more than one person, the voting right of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Owner.

A quorum of Owners for any meeting shall be constituted by Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

IN WITNESS WHEREOF, the incorporator has executed these Articles this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

\_\_\_\_\_  
State of Illinois )

County of Cook )

I, \_\_\_\_\_, a Notary Public, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 1979, \_\_\_\_\_ personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

\_\_\_\_\_  
Notary Public

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BY-LAWS  
OF  
INDIAN RIDGE ASSOCIATION

ARTICLE I

Members  
(Owners)

Section 1. Eligibility. The Members of INDIAN RIDGE ASSOCIATION, an Illinois not-for-profit organization, shall consist of the Owners of the property known as the Indian Ridge residential community and located in Glenview, Illinois (called "Property"). (These and other terms are used in these By-Laws as they are defined in the Declarations of Easements, Covenants and Restrictions of Indian Ridge ("Declaration"), which is recorded in the office of the Recorder of Deeds of Cook County, Illinois. The words "member" or "members" as used in these By-Laws mean and shall refer to "Owner" or "Owners", as the case may be, from time to time, as defined in the Declaration.) If an Owner is a trust, then the member shall be the beneficiaries of such trust, and if an Owner or such beneficiary is a corporation or partnership, the member may be an officer, partner or employee of such Owner or beneficiary.

Section 2. Succession. The membership of each Owner shall terminate when said person, trust, corporation or partnership, as set forth in Article I, Section 1, above, ceases to be an Owner, and, upon the sale, transfer or other disposition of such person's or entity's ownership interest in the Property, said person's or entity's membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Section 3. Regular Meetings. The first regular annual meeting of Association members (the "First Meeting") may be held, subject to the terms hereof, on any date, at the option of the First Board (as hereinafter defined), provided, however, that said First Meeting shall be held not more than 30 days after the earlier of (a) July 31, 1989; or (b) the date on which Declarant has sold and delivered a deed for all of the Lots within Indian Ridge. Subsequent to the First Meeting, there shall be a regular annual meeting of Owners held each year not less than 60 days after the end of the Association's fiscal year, provided, however, that no such meeting shall be held less than one year after the First Meeting. All such meetings of Owners shall be held at such place in Lake or Cook County, Illinois, and at such time as specified in the written notice of such meeting which shall be delivered to all Owners at least 10 days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of the Owners may be called by the President or by a majority of the directors of the Board, or by Owners having at least two-fifths (2/5) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all Owners 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.

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Section 5. Delivery of Notice of Meetings. Notices of meetings may be delivered personally or by mail to Owner at the address given to the Board by said Owner for such purpose, or to the Owner's home if no address for such purpose has been given to the Board.

Section 6. Voting. The aggregate number of votes for all Owners shall be equal to the total number of Lots and residential units constructed on Lot A which have been submitted to the Covenants. If any Owner consists of more than one person, the voting rights of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one person, in accordance with the proxy or other designation made by the persons constituting such Owner. The Declarant may exercise all voting rights with respect to the Lots owned by it.

Section 7. Quorum. A quorum of Owners for any meeting shall be constituted by Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

## ARTICLE II

### Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association ("Board") shall consist of five members ("Directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Owners owning, in the aggregate, a majority of the percentage of undivided ownership of the Common Elements owned by Owners present, in person or by proxy, at said meeting, except that the directors listed in the Articles of Incorporation of the Association (and any replacements appointed before the first regular annual meeting) (hereinafter called the "First Board") shall be appointed by the Declarant. Every director, except for members of the First Board, shall hold office for the term of three years and until his successor shall be elected and qualified. Two of the members of the First Board shall hold office only until the first regular annual meeting of Association members, two of the members of the First Board shall hold office only until the second regular annual meeting of Association members, and one of the members of the First Board shall hold office until the third regular annual meeting of Association members.

Section 2. Qualification. Except for members of the First Board, each director shall be an Owner (or, if an Owner is a trustee of a trust, a director may be a beneficiary of such trust, and if an Owner or such beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof, except that a vacant position on the Board which was last filled by a member of the First Board may be filled by a person appointed by Declarant. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director which he succeeds.

Section 4. Meetings. A regular annual meeting of the Board shall be held within ten days of the regular annual meeting of Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight hours notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any director may be removed from office for cause by the vote of two-thirds of the Owners.

Section 6. Compensation. Directors shall receive no compensation for their services unless such compensation is expressly provided for by resolution duly adopted by the Members of the Association.

Section 7. Quorum. Three directors shall constitute a quorum.

Section 8. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Common Area or any part thereof for all of the Owners, 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 Common Area;
- (e) to adopt rules and regulations, with written notice thereof to all Owners governing the administration, management, operation and use of the Common Area, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair and replacement of the Common Area, and payment therefor, and approve payment vouchers or delegate such approval to the officers of the Association or to the Managing Agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Area, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

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- (h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (j) to estimate the amount of the annual budget and provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided;
- (k) to grant licenses or concessions to or grant easements over certain areas of the Common Area;
- (l) 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 regular annual or special meeting of the Owners;
- (m) to exercise all other powers and duties of the Association or board of directors referred to in the Declaration or these By-Laws.

Section 9. Limitation of Board's Power. Notwithstanding the provisions in this Article or elsewhere in the Declaration or these By-Laws, the Board shall not have the power or duty to act in any way which materially prejudices the development of the Property or the Development Property as contemplated in the Declaration.

Section 10. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board of the Association, or to the directors or officers of the Association, any powers or duties which, by law, have been delegated to the Owners.

## ARTICLE III

### Officers

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 shall be a director and who shall preside over the meetings of the Board and of the Owners, and who shall be the chief executive officer of the Association;
- (b) a Vice President, who shall be a director and who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;
- (c) a Secretary, who shall keep the minutes of all meetings of the Board and of the Owners, and who shall, in general, perform

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all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

- (d) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;
- (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 officers 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 the term of one year and until his successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any director so 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 for cause at any time by a majority vote of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services unless such compensation is expressly provided for by resolution duly adopted by a majority of the members of the Association.

## ARTICLE IV

### Assessments

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association ("Budget"). The Budget shall take into account the estimated common expenses and cash requirements for the year, assuming that the entire Development Property has been completely developed in accordance with the Plat, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses. 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. The Budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board.

Section 2. Assessments. The 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

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the year covered by the Budget, each Owner, other than the Declarant or any assignee of the Declarant's interest, shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the Budget. Such proportionate share for each Owner shall be in accordance with his percentage interest in the Common Area, as set forth, from time to time, in Exhibit C of the Declaration.

Copies of the Budget and any amendments or changes thereto shall be furnished by the Board to each Owner not later than thirty days before the first monthly assessment based upon the Budget is due. In the event that the Board shall not approve a 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 respective monthly assessment as last determined. Each Owner shall pay his monthly assessment on or before the first day of each month to the Board, the Managing Agent, or as may be otherwise directed by the Board. Pursuant to rules and regulations duly adopted by the Board, the Board or the Managing Agent, at the direction of the Board, may assess a late charge against any Owner who fails to pay the monthly assessment on his Lot when due. No Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Lot or the Common Area.

Section 3. Partial Year or Month. For the first fiscal year, the Budget shall be as approved by the First Board. If such first fiscal year or any succeeding fiscal year shall be less than a full year, then the monthly assessments for each Owner, other than the Declarant or any assignee of the Declarant's interest, shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of closing the purchase of his Lot by each Owner, he shall pay his assessment for the current month or fraction of the current month, which assessment shall be in proportion to his respective ownership interest in the Common Area and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. Annual Report. Within ninety days after the end of each fiscal year covered by a 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 desirable.

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 Budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then 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 Owner, and thereupon a supplemental assessment shall be made to each Owner, other than the Declarant or any assignee of the Declarant's interest, for his proportionate share of such supplemental budget.



Section 6. Capital Expenditures. Except for capital expenditures and contracts and other expenditures and agreements authorized by the Declaration, By-Laws or the Budget, the Board shall not approve any expenditures in excess of Ten Thousand Dollars unless required for emergency repair, protection or operation of the Common Area, nor enter any contract for more than five years, without the prior approval of two-thirds of the Owners.

Section 7. Lien. It shall be the duty of every Owner to pay his proportionate share of the common expenses, as set forth from time to time in the Declaration and as assessed in the manner herein provided.

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 affecting the Common Area, specifically and itemizing the common expenses incurred. Payment vouchers may be approved in such a manner as the Board may determine.

The Board shall, upon receipt of ten days written notice to it or the Association and upon payment of a reasonable fee, furnish to any Owner a statement of said Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Area, rather than a lien against only a particular Lot. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible 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 Owners and such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the sole benefit, use and account of all the Owners in their respective percentage interests as calculated from time to time pursuant to Exhibit C of the Declaration.

## ARTICLE V

### Use and Occupancy Restrictions

Section 1. General. No unlawful, obnoxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Owner shall maintain his Lot and Home in good condition and in good order and repair, at his own expense, and shall not do or allow

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anything to be done in his Lot, his Home or the Common Area which may increase the cost or cause the cancellation of insurance on other Lots or Homes or on the Common Area.

## 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 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 exists:

- (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 common or interested director or directors; or
- (b) the contract or transaction is just and reasonable as to the Association at the time it 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

### Amendments

These By-Laws may be amended or modified from time to time by the approval of two-thirds of the Owners (and the approval of the Declarant so long as Declarant owns any of the Lots). Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

## ARTICLE VIII

### Indemnification

Section 1. Indemnification. The Association shall:

- (a) indemnify by reimbursement of expenses any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was an agent to the extent that such person has been successful on the merits or otherwise in defense of such proceeding, or in defense of any claim, issue or matter therein.

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- (b) indemnify any person who was <sup>9</sup>or <sup>(is</sup> <sup>3</sup>a party <sup>7</sup>or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association) by reason of the fact that such person is or was an agent against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such proceeding if such person acted properly.
- (c) indemnify any person who was or is a party or is threatened to be made a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was an agent against amounts paid in settlement and against expenses incurred by him in connection with the defense or settlement of such proceeding if he acted properly.

Section 2. Determination of Right to Indemnification. Any indemnification for a specific proceeding under Section 1, paragraphs (b) or (c) of this Article (unless ordered by a court or appropriate administrative agency) shall be made by the Association only upon a determination that indemnification to such person is proper in the circumstances. Such determination shall be made

- (i) by the President so long as he was not made a party to such proceeding, or
- (ii) if the President were made a party, by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding, or
- (iii) if a quorum of disinterested directors is not obtainable in a written opinion by independent legal counsel appointed by the members of the Board.

Section 3. Definitions. As used in this Article:

- (i) "acted properly" as to any person shall mean that such person shall not have been found (by adjudication or agreement) to have been liable for wilful misconduct in the performance of duty. The termination of any 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 properly.
- (ii) "agent" shall mean any person who is or was
- (A) a director, officer or employee of the Association.
- (iii) "expense" shall mean all proper and reasonable costs related to a proceeding including but not limited to attorney's fees and any expenses of establishing a right to indemnification under this Article.

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- (iv) "proceeding" shall mean any threatened, pending or completed action or proceeding, whether civil or criminal, and whether judicial, legislative or administrative and shall include investigative action by any person or body.

## Section 4. General.

- (a) The indemnification provided to an agent by this Article

(1) shall not be deemed exclusive of any other rights to which such agent may be entitled by law or under any articles of incorporation, by-laws, agreement, vote of members of the shareholders or disinterested directors or otherwise; or

(i) shall inure to the benefit of the legal representatives of such agent or his estate, whether such representatives are court appointed or otherwise designated, and to the benefit of the heirs of such agent.

- (b) The Association shall have power to purchase and maintain insurance on behalf of any agent against any liability asserted against him and incurred by him as agent or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article. The Association shall also have power to purchase and maintain insurance to indemnify the Association for any obligation which it may incur as a result of the indemnification of agents under the provisions of this Article.

- (c) The indemnification provided to an agent by this Article shall extend to and include claims for such payments arising out of any proceeding commenced or based on actions of an agent taken prior to the effective date of this Article, provided that payment of such claims had not been agreed to or denied by the Association at the effective date.

- (d) The invalidity or unenforceability of any provision in this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

SUPPLEMENT TO  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS  
OF  
INDIAN RIDGE

THIS SUPPLEMENT TO DECLARATION is made this 9<sup>th</sup> day of July, 1984, by ALLSTATE DEVELOPMENT CORPORATION, a Delaware corporation ("Declarant").

WHEREAS, Declarant has established that certain Declaration of Easements, Covenants and Restrictions of Indian Ridge ("Declaration") dated July 31, 1979 and recorded with the Cook County Recorder of Deeds on August 3, 1979 as Document 25084000, relating to the use, character, regulation and maintenance of certain real estate in the Village of Glenview, County of Cook, State of Illinois legally described in Exhibit A, attached hereto and made a part hereof (the "Property"), as shown on the plat of Indian Ridge recorded with the Cook County Recorder of Deeds on November 30, 1978 as Document 24743692.

WHEREAS, Declarant has reserved the right under the Declaration to add on and annex to the Property from time to time within the ten year period following the recording of the Declaration all or any portion of certain real estate legally described in Exhibit B, attached hereto and made a part hereof (the "Development Property"), as shown on the plat of Indian Ridge recorded with the Cook County Recorder of Deeds as Document 24743692.

WHEREAS, Declarant now desires to exercise its rights accordingly to annex that portion of the Development Property set forth in Exhibit C, attached hereto and made a part hereof, and thereby submit said real estate to the provisions of the Declaration.

NOW THEREFORE, the Declaration is hereby supplemented in the following particulars:

1. All of the real estate legally described in Exhibit C attached hereto is hereby annexed to the Property and shall be governed in all respects by the provisions of the Declaration as of the date of this Supplement.

2. Each lot contained in the real estate annexed hereby to the Property shall have a percentage interest of .0025.

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3. Except as specifically supplemented hereby, the Declaration is hereby ratified and confirmed and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has set its hand and seal on the date herein first recited.

ALLSTATE DEVELOPMENT CORPORATION

(CORPORATE SEAL)

By [Signature]  
Its Vice President

*File*  
*[Signature]*

ATTEST:

[Signature]  
Asst. Secretary

Subscribed and sworn to before me this 9<sup>th</sup> day of July, 1984.

[Signature]  
Notary Public

My Commission Expires July 9, 1985

This instrument was prepared by:

Emma M. Kalaidjian  
Allstate Development Corporation  
Allstate Plaza  
Northbrook, Illinois 60062

Please mail to:

Emma M. Kalaidjian  
Allstate Development Corporation  
Allstate Plaza  
Northbrook, Illinois 60062

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## EXHIBIT A

### Property

Lots 1 through 37, 155 through 192 and Lots C, D, E, G, H, and I in Indian Ridge, being a subdivision of the west half of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded on November 30, 1978, as document number 24743692.

Property of Cook County Clerk's Office

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## EXHIBIT B

### Development Property

Lots 1 through 276 and Lots A, C, D, E, F, G, H, and I in Indian Ridge, being a subdivision of the west half of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded on November 30, 1978, as document number 24743692.

Property of Cook County Clerk's Office

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## EXHIBIT A

### Property

Lots 1 through 37, 155 through 192 and Lots C, D, E, G, H, and I in Indian Ridge, being a subdivision of the west half of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded on November 30, 1978, as document number 4743692.

Property of Cook County Clerk's Office

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## EXHIBIT A

### Property

Lots 1 through 37, 155 through 192 and Lots C, D, E, G, H, and I in Indian Ridge, being a subdivision of the west half of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded on November 30, 1978, as document number 4743692.

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## EXHIBIT C

### Annexed Property

Lots 38 through 154 and Lots 193 through 276 in Indian Ridge, being a subdivision of the west half of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded on November 30, 1978, as document number 24743692.

Property of Cook County Clerk's Office

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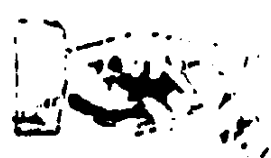
EMMA KALAJDJIAN  
ALLSTATE DEVELOPMENT CORP  
ALLSTATE PLAZA E5  
NORTHBROOK, ILLINOIS 60062



MAIL

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