

**CORRECTIVE AMENDED AND  
RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SYLVAN LAKE  
IMPROVEMENT ASSOCIATION**

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Fees: \$72.00  
IL Rental Housing Fund: \$9.00  
Lake County IL Recorder  
Mary Ellen Vanderventer Recorder  
File **7535897**

This Corrective Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sylvan Lake Improvement Association (the "Corrective Amended and Restated Declaration") is made and entered into this 14<sup>th</sup> day of NOVEMBER, 2018 by Sylvan Lake Improvement Association, an Illinois not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Sylvan Lake Improvement Association, located in Mundelein, Lake County, Illinois, is administered through its Board of Directors (the "Board"); and

WHEREAS, certain real property legally described in Exhibit "A" (the "Property"), attached hereto and made a part hereof, has been submitted to the provisions of a certain Community Instrument entitled Sylvan Lake Improvement Association Bylaws Recorded in the office of the Recorder of Deeds of Lake County, Illinois, on December 24, 1997 as Document Number 4065034 (the "Original Community Instrument"); and

WHEREAS, the Original Community Instrument had been amended by the following document Recorded in the Office of the Recorder of Deeds of Lake County, Illinois, Document Number: 6769022 (the "Community Instrument Amendment"); and

WHEREAS, the Original Community Instrument and the Community Instrument Amendment were collectively amended and restated in their entirety by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sylvan Lake Improvement Association Recorded in the office of the Recorder of Deeds of Lake County, Illinois, on April 24, 2017, as Document Number 7389128 (the "Amended and Restated Declaration").

THIS DOCUMENT PREPARED BY AND  
UPON RECORDING, MAIL TO:

Stuart A. Fullett  
Lindsey N. McFadden  
Fullett Swanson PC  
430-440 Telser Road  
Lake Zurich, IL 60047

WHEREAS, this Corrective Amended and Restated Declaration is recorded for the purpose of correcting a clerical error in the legal description in Exhibit "A" of the Amended and Restated Declaration; and

WHEREAS, the Board desires to correct this scrivener's error by amending the Amended and Restated Declaration and removing the parcel located at 21377 W. Sylvan Drive, Mundelein, Illinois, 60060, permanent index number: 14-03-200-001 from the Association's Property, which was added in error; and

WHEREAS, pursuant to Subsection 1-60(a) of the Illinois Common Interest Community Association Act ("CICAA"), the Association may correct an error or omission in the Community Instruments by an amendment adopted by a vote of two-thirds (2/3) of the members of the community association board of directors at a meeting called for such purpose, provided, however, that the owners with twenty percent (20%) of the votes of the association are allowed to petition within thirty (30) days of the board action approving the amendment for a meeting of the owners for the purpose of considering such board action, and, unless a majority of the votes of the owners are cast at such meeting to reject the action, the action shall be ratified whether or not a quorum is present; and

WHEREAS, this Corrective Amended and Restated Declaration has been approved by the Board as required, and either no petition was submitted by the Owners for a meeting to consider the Board action approving the Corrective Amended and Restated Declaration or such action was ratified.

NOW, THEREFORE, the Amended and Restated Declaration is hereby amended and restated, in its entirety, as follows:

**CORRECTIVE AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SYLVAN LAKE IMPROVEMENT ASSOCIATION**

1. **Definitions.** Certain words and terms used in this Corrective Amended and Restated Declaration are defined as follows:

- a. **Acceptable Technological Means** - The use of electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier or electronic mail and any generally available technology that, by Rules and Regulations of the Association, is deemed to provide reasonable security, reliability, identification and verifiability.
- b. **Amended and Restated Declaration** - This instrument and all exhibits attached hereto (also sometimes herein referred to as the "Declaration").
- c. **Articles of Incorporation** - The Articles of Incorporation of the Association, as amended and/or restated from time to time.
- d. **Association** - Sylvan Lake Improvement Association, an Illinois not-for-profit corporation, and its successors and assigns. The Association is and shall remain a common interest community as defined in the Illinois Common Interest Community Association Act and Subsection 9-102(c) of the Illinois Code of Civil Procedure.
- e. **Board** - The Board of Directors of the Association as constituted at any time and from time to time.
- f. **Building** - A structure located on a Residential Lot which contains one (1) or more Units.
- g. **By-Laws** - The By-Laws of Sylvan Lake Improvement Association, which are incorporated herein and attached hereto as Exhibit "B."
- h. **Common Area** - All portions of the Property except the Residential Lots and all improvements now constructed or to be constructed thereon including, without limitation, the Parcel, landscaped areas, lighting systems, walkways, roadways, private streets, driveways, parks, beaches, dam, playgrounds, terraces, piers, and public utility lines or facilities located outside the boundaries of a Residential Lot.
- i. **Common Expenses** - The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.

- j. **Community Instruments** - All documents and authorized amendments thereto Recorded by a common interest community association, including, but not limited to, the Declaration, By-Laws, plat of survey and Rules and Regulations.
- k. **Delivered** - For the purpose of determining whether any Association notice or other communication to an Owner has been delivered, and when such communication is deemed effective, the term "delivered" shall mean the following:
  - (i) When the communication is deposited in the United States mail, addressed to the Owner at the Owner's address as it appears in the records of the Association, with sufficient first-class postage prepaid thereon;
  - (ii) Upon hand delivery of the communication to the Owner or to the front-door area adjacent to an Owner's Unit (or to such other designated address on file with the Association); or
  - (iii) Upon transmittal of the communication by Electronic Transmission to the e-mail address, facsimile number or other contact information appearing in the records of the Association and authorized by the Owner.
- l. **Electronic Transmission** - Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.
- m. **Majority or Majority of the Members** - The Owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Area. Any specified percentage of the Members means such percentage in the aggregate in interest of such undivided ownership. "Majority" or "Majority of the members of the Board of the common interest community association" means more than fifty percent (50%) of the total number of Persons constituting such Board pursuant to the By-Laws or operating agreement. Any specified percentage of the Members of the common interest community association means that percentage of the total number of Persons constituting such Board pursuant to the By-Laws or operating agreement.
- n. **Member** - A Person(s) or entity which holds membership in the Association due to ownership of a Residential Lot. Members shall consist of property Owners of the 1st, 2nd and 3rd Schwerman subdivisions, Sylvan Lake Estates and other properties described on Exhibit "A" hereto.

- o. Occupant** - A Person or Persons, other than an Owner, in possession of a Residential Lot.
- p. Owner** - The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Residential Lot and their successors and assigns.
- q. Parcel** - The lot or lots or tract or tracts of land described in Exhibit "A" hereto.
- r. Person** - A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- s. Prescribed Delivery Method** - Mailing, delivering, posting in an Association publication that is routinely mailed to all Owners, Electronic Transmission or any other delivery method that is approved in writing by the Owner and authorized by the Community Instruments.
- t. Property** - All land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including any Buildings, the lake, beaches, parks, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners.
- u. Record; Recordation; Recording; Recorded** - To Record or have Recorded in the office of the Recorder of Deeds of Lake County, Illinois.
- v. Reserves** - Those sums paid by Owners which are separately maintained by the Board for purposes specified by the Board, this Declaration or the By-Laws.
- w. Residential Lot** - Those portions of the Property shown and/or designated as such upon the Recorded subdivision plats for the Property or any portion thereof upon which one (1) single-family residence is or may be constructed.
- x. Rules and Regulations** - The Rules and Regulations of Sylvan Lake Improvement Association, as amended from time to time.
- y. Unit** - Those portions of the Property designed and intended for any type of independent residential use and upon which a single-family residence is or may be constructed.

- z. **Written** - Any actions required by this Amended and Restated Declaration and/or the By-Laws required to be "written," to be "in writing," to have "written consent," to have "written approval" and the like shall include, without limitation, any communication transmitted by Electronic Transmission or any other Acceptable Technological Means.

2. **Property Subject to Declaration.** The Property shall be and remain subject to this Amended and Restated Declaration. Each grantee, purchaser under articles of agreement for deed, mortgagee, tenant under a lease permitted hereunder and any other Person having at any time any interest or estate in the Property accepts the same subject to all covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are hereby granted, created, reserved or declared, the By-Laws, the Articles of Incorporation, the Rules and Regulations and any resolutions adopted by the Board. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind and inure to the benefit of each grantee, contract purchaser, mortgagee, tenant or other Person having at any time an interest or estate in the Property in like manner as though the provisions of this Amended and Restated Declaration were recited and stipulated at length in each and every deed of conveyance, installment contract, lease, mortgage, trust deed or other instrument evidencing such interest or estate in the Property.

3. **Easements.**

a. **Owners' Access Easements.** Each Owner of a Residential Lot shall have a non-exclusive perpetual easement for reasonable and customary ingress to and egress from his or her Residential Lot to any private or public streets over and across any roads, driveways and walkways located on the Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Residential Lot.

b. **Easement for Encroachment.** In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement as originally constructed to a Residential Lot, any improvement which is intended to service and/or constitute part of a Residential Lot shall encroach upon the Common Area or any improvement to the Common Area shall encroach upon any part of a Residential Lot, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof, provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner, his or her Occupants and/or either of their tenants, guests, invitees, licensees, family members, contractors and/or agents, or if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Common Area. The party which is responsible for the maintenance of any encroaching improvement for which an easement for the continuance, maintenance, repair and replacement thereof is granted under this

Paragraph shall continue to be responsible for the maintenance, repair and replacement of such encroaching improvement, and the party which is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Amended and Restated Declaration.

**c. Utility Easements.**

(i) Easements are hereby declared and granted for utility purposes, including the right to lay, operate, maintain, inspect, repair and replace drainage facilities (including drainage swales, detention and retention facilities), water mains and pipes, sewer lines, gas mains, telephone wires and equipment, electrical, cable television, commercial entertainment, computer or telecommunications conduits, cables, wires, transformers, and other equipment, and to take readings of any utility meters (including water meters) over, under, along and on any part of the Property as and to the extent they existed as of the effective date of Recording of this Amended and Restated Declaration. The Property is subject to any easements set forth on the Recorded plats of subdivision for the Property. Without limiting the foregoing, the duly designated officials and employees of all governmental entities having jurisdiction over the Property shall have an easement to enter upon, on and over the Property for the purposes of maintaining, inspecting, repairing and replacing any and all utility systems, including underground sewer water and storm water management facilities.

(ii) The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes, including, without limitation, easements relating to dam or spillway maintenance, repair or replacement, or for other purposes it deems to be in the best interests of the Association and to be for the benefit of the Property over, under, along and on any portion of the Common Area. Each Owner and each mortgagee of a Residential Lot hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and Record, for and in the name of such Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

**d. Blanket Easement.** A perpetual, non-exclusive blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Amended and Restated Declaration, the By-Laws, the Articles of Incorporation and the Rules and Regulations. The authorized representatives of the Association or the Board, or of any manager or managing agent for the Property, if applicable, and any suppliers of utilities (including, without limitation, water, sanitary and storm sewers, gas, telephone, electricity and cable television or other commercial

entertainment, information technology or other communication services) to the Property, shall be entitled to reasonable access to, over and through the individual Residential Lots as may be required in connection with the construction, operation, maintenance, inspection, repair or replacement of or to the Property or any equipment, facilities or fixtures affecting or serving the Property, or otherwise in furtherance of the Association's rights, duties and obligations hereunder. No Owner may take any action that would interfere with the ability of the Association to construct, operate, administer, maintain, inspect, repair or replace the Property as provided herein.

**e. Easements to Run with Land.** All easements described herein are easements appurtenant to and running with the land, so long as the Property is subject to the provisions of this Amended and Restated Declaration and shall inure to the benefit of and be binding upon the Association and any Owner, purchaser, grantee, contract purchaser, mortgagee and other party having an interest in the Property, or any part or portion thereof, in like manner as though the provisions of this Amended and Restated Declaration were recited and stipulated at length in each and every deed of conveyance, installment contract, mortgage, trust deed or other instrument evidencing such interest or estate in the Property.

**4. Ownership of the Common Area.** Record title to the Parcels comprising the Common Area shall be held in the name of the Association. Except in the case of merger or consolidation of the Association, in the event of the dissolution of the Association and the termination of this Amended and Restated Declaration as provided herein, to the extent permissible under applicable law, title to the Common Area shall be conveyed to all of the Owners as tenants in common, with equal undivided interests therein.

**5. Use of the Common Area.** Each Owner and his or her Occupants and guests shall have the right to use the Common Area for ingress, egress, all other purposes incidental to the use and occupancy of his or her Residential Lot and such other incidental uses permitted by this Amended and Restated Declaration, the By-Laws and the Rules and Regulations, which rights shall be appurtenant to and pass with title to every Residential Lot and run with the land. The use of the Common Area and the rights of the Owners with respect thereto shall be subject to and governed by this Amended and Restated Declaration, the By-Laws, the Articles of Incorporation, the Rules and Regulations, any resolutions adopted from time to time by the Board and applicable law.

**6. Real Estate Taxes.** Real estate taxes, special assessments, and any other taxes or charges of the State of Illinois or any political subdivision thereof, or other lawful taxing or assessing body which are authorized by law to be assessed against and levied upon any real property, shall be separately taxed to each Owner for his or her Residential Lot.



**7. Maintenance, Repair and Replacement of Common Area.**

a. **Routine Repairs.** Except as otherwise specifically provided in this Amended and Restated Declaration, maintenance, repair, replacement, and decorating of the Common Area and all improvements located thereon shall be furnished by the Association as part of the Common Expenses. Without limiting the foregoing, the Association shall provide for the maintenance, repair and replacement of the lake, beaches, dam, landscaped areas, private streets, sidewalks, water systems, lighting, entranceway monuments and signage.

b. **Repairs Arising from Owner Actions.** If the act or omission of an Owner or Occupant or tenant, guest, invitee, licensee, family member, contractor or pet of such Owner or Occupant shall cause damage to the Common Area, or maintenance, repairs or replacements shall be required which otherwise would be part of the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board in its sole discretion. Any sums charged to an Owner under this Paragraph shall, until paid in full, remain the personal obligation of the Owner, constitute a continuing lien on his or her Residential Lot and be collectable in the same manner as any unpaid regular or special assessments or other Common Expenses.

**8. Maintenance, Repair and Replacement of Residential Lots.** Except as otherwise provided in this Amended and Restated Declaration, each Owner of a Residential Lot shall provide, handle and pay for any and all maintenance, inspection, repair and replacement of the Residential Lot and all improvements located thereon, including, without limitation, the interior and exterior of the Unit constructed thereon, so as to maintain it in a first-class condition. Each Owner shall be solely responsible for keeping his or her Residential Lot and Unit in a neat, clean, sanitary and safe condition so as to maintain reasonable standards of health and safety and standards of appearance consistent with the overall character of the Property.

**9. Association Insurance.**

a. **General Liability Insurance.** The Board shall have the authority to and shall obtain and maintain (as part of the Common Expenses) comprehensive commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, operation and administration of the Property in an amount deemed sufficient in the judgment of the Board, insuring the Association, the Board, the Association's management firm and each of their respective employees and agents, if applicable.

b. **Property Insurance.** The Board shall have the authority to and shall obtain and maintain (as part of the Common Expense) fire and all risk insurance coverage on a blanket basis upon all Property which the Association is obligated to maintain, repair and replace for not less than the full insurable replacement

cost thereof (less any deductibles) under a policy or policies of insurance with such company or companies, in such form, and for such premiums and periods, as the Board may determine to be appropriate, each such insurance policy to be written in the name of, and the proceeds thereof to be payable to, the Association. Any loss covered by the Association's property insurance shall be adjusted by the Association in the Board's sole discretion.

**c. Fidelity Bond.** The Association shall obtain and maintain fidelity insurance and/or a fidelity bond. The fidelity insurance and/or fidelity bond shall cover the Association's property manager, the management company with whom the property manager is employed during the term of the fidelity bond and all partners, officers and employees of the management company, if applicable, as well as the Association's Board members, officers and employees. The fidelity insurance and/or fidelity bond shall be in the full amount of funds in the custody or control of the Association and the management company, if any, including, without limitation, the Association Reserves, or the maximum amount of coverage that is commercially available or reasonably required to protect Association funds.

**d. Directors and Officers Coverage.** The Board shall have the authority to and shall obtain and maintain (as part of the Common Expenses) directors and officers liability coverage in an amount deemed reasonable by the Board. Directors and officers liability coverage shall extend to all contracts and other actions taken by the Board members in their official capacity as directors and officers, but this coverage shall exclude actions for which the Board members are not entitled to indemnification under the Illinois General Not For Profit Corporation Act of 1986, this Amended and Restated Declaration or the By-Laws.

**e. Other Coverage.** The Association shall have the authority to obtain and maintain (as part of the Common Expenses) such other insurance, including, without limitation, umbrella liability insurance in excess of the required general liability insurance in an amount deemed sufficient in the judgment of the Board, workers' compensation and employer liability insurance in amounts deemed sufficient in the judgment of the Board and as necessary to comply with applicable law (including voluntary compensation to cover employees not covered under the Illinois statute for benefits), errors and omissions coverage for the Board members, employment practices coverage, environmental hazards coverage, flood insurance, and medical payments coverage for members of the public (not Owners) injured on the Property without regard to liability of the Board or the Association as the Board considers necessary or appropriate to protect the Association, or the Owners, Board members, officers, and/or agents of the Association. The premiums for such insurance as provided in this Paragraph shall be paid as part of the Common Expenses.

**10. Association.**

a. **Corporate Authority.** The Association shall be the governing body for all of the Owners and for the maintenance and operation of the Property as provided in this Amended and Restated Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners and their respective successors and assigns.

b. **Membership.** Whether or not the Association is incorporated as a not-for-profit corporation,

(i) Each Owner shall be a Member of the Association, which membership shall terminate on the sale or other disposition by such Member of his or her Residential Lot, at which time the new Owner shall automatically become a Member therein;

(ii) There shall be one (1) membership in the Association per Residential Lot. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Residential Lot. Ownership of a Residential Lot shall be the sole qualification for membership;

(iii) The provisions of Exhibit "B" to this Amended and Restated Declaration shall be adopted as the By-Laws of the Association and shall replace and supersede any bylaws which have heretofore been adopted by the Association; and

(iv) The name of the Association shall be "Sylvan Lake Improvement Association" or a similar name.

c. **Standing and Capacity.** The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Area or more than one (1) Residential Lot, on behalf of the Owners as their interests may appear.

**11. Liability of Board Members and Officers and Indemnification.** The members of the Board and the officers of the Association shall not be liable to the Owners for any acts or omissions made in good faith as such members of the Board or officers. The Association shall indemnify and hold harmless each of the Board members and officers against all contractual liability to others arising out of contracts made by such Board members or officers on behalf of the Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Amended and Restated Declaration. Every Board member and officer shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him or her in connection with any proceeding to which he or

she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Board member or officer of the Association, or any settlement thereof, whether or not he or she is a Board member or officer at the time such expenses are incurred, except in such cases in which the Board member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, provided that in the event of a settlement, the indemnification herein shall apply only when the Board has determined that the Board member or officer has not engaged in willful misfeasance or malfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board member or officer may be entitled.

**12. Assessments.**

**a. Covenant to Pay Assessments.** Each Owner of any Residential Lot, by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments and other charges as are levied pursuant to this Amended and Restated Declaration and the By-Laws. Such assessments and other charges shall be a charge on the Residential Lot, shall constitute a continuing lien upon the Residential Lot, and shall become the personal obligation of the Owner of such Residential Lot at the time when the assessments or other charges become due. The personal obligation shall not pass to an Owner's successor in title unless expressly assumed. Neither the Common Area, nor any portion thereof conveyed or dedicated to any public body, shall be subject to the Association's assessment obligations.

**b. Lien for Assessments.** The Association's lien for assessments and other charges shall be subordinate to the lien of any bona fide mortgage (or equivalent security interest) on a Residential Lot recorded prior to the date upon which such assessment or other charge became due. Except as hereinafter provided, the lien for assessments and other charges shall not be affected by any sale or transfer of a Residential Lot. The purchaser of a Residential Lot at a judicial foreclosure sale, or a mortgagee who receives title to a Residential Lot by deed in lieu of foreclosure or judgment by common law strict foreclosure or otherwise takes possession pursuant to court order under the Illinois Mortgage Foreclosure Law shall have the duty to pay the proportionate share of the Common Expenses for the Residential Lot assessed from and after the first (1<sup>st</sup>) day of the month after the date of the judicial foreclosure sale, delivery of the deed in lieu of foreclosure, entry of a judgment in common law strict foreclosure or taking of possession pursuant to such court order. Such payment confirms the extinguishment of any lien created by virtue of the failure or refusal of a prior Owner to make payment of Common Expenses, where the judicial foreclosure sale has been confirmed by order of the court, a deed in lieu thereof has been accepted by the lender, or a consent judgment has been entered by the court.

c. **Duty to Pay Assessments – Mortgage Foreclosures.** Notwithstanding anything to the foregoing stated in this Amended and Restated Declaration, the purchaser of a Residential Lot at a judicial foreclosure sale, other than a mortgagee, who takes possession of a Residential Lot pursuant to a court order or a purchaser who acquires title from a mortgagee shall have the duty to pay the proportionate share, if any, of the Common Expenses for the Residential Lot which would have become due in the absence of any assessment acceleration during the six (6) months immediately preceding institution of an action to enforce the collection of assessments and which remain unpaid by the Owner during whose possession the assessments accrued, plus any and all legal fees, legal expenses and court costs incurred by the Association arising from or in connection with the assessment delinquency and/or the mortgage foreclosure case for the Residential Lot. If the outstanding Common Expenses, legal fees, legal expenses and court costs are paid at any time during any action to enforce the collection of assessments, the purchaser shall have no obligation to pay any assessments which accrued before he or she acquired title.

d. **Annual Budget.** Each year, on or before January 1st, the Board shall estimate the annual budget of Common Expenses ("Annual Budget"), including the total amount of maintenance expenses necessary to pay the cost of wages, materials, insurance, goods, services and supplies that will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a Reserve for contingencies and replacements (as hereinafter specified) and each Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for such Reserves, capital expenditures or repairs or payment of real estate taxes. The Board shall deliver in accordance with Paragraph 23 of this Amended and Restated Declaration, a copy of the proposed Annual Budget to each Owner at least thirty (30) days but not more than sixty (60) days before the adoption thereof. Each Owner shall receive written notice mailed or delivered in accordance with Paragraph 23 of this Amended and Restated Declaration not less than ten (10) and not more than sixty (60) days prior to any meeting of the Board concerning the adoption of the proposed Annual Budget or any increase in the budget, or establishment of a regular or special assessment.

e. **Special Assessments.** If said Annual Budget proves inadequate for any reason, including nonpayment of any Owner's assessment or any nonrecurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a special (separate) assessment which shall be separately assessed to the Owners and which may be payable in one lump sum or in such installments as the Board may determine. The Board may adopt special assessments payable over more than one fiscal year, the entire amount of which shall (except as otherwise provided by law) be deemed considered and authorized in the first fiscal year in which the assessment is approved. The Board shall serve notice of such special assessment on all

Owners by a statement in writing, giving the amount and reasons therefor, mailed or delivered in accordance with Paragraph 23 of this Amended and Restated Declaration not less than ten (10) and not more than sixty (60) days prior to the meeting of the Board concerning the adoption of the special assessment. Such special assessment shall become effective and shall be payable at such time or times as determined by the Board. All Owners shall be obligated to pay the special assessment.

**f. Assessment Increases.** If an adopted Annual Budget or any special (separate) assessment would result in the sum of all regular and special assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and special assessments payable during the preceding fiscal year, the Board, upon written petition by the Owners representing twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of delivery of the petition to consider the Annual Budget or special assessment. Unless a Majority of the total votes of the Owners are cast at a meeting to reject the Annual Budget or special assessment, it shall be deemed ratified. Assessments for additions and alterations to the Common Area or to Association-owned property not included in the adopted Annual Budget shall be specially (separately) assessed and are subject to the approval of a simple Majority of the total votes of all Owners at a meeting of the Owners called for that purpose. Special assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to the Owner approval procedures set forth in this Subparagraph. As used herein, the term "emergency" means a danger to or a compromise of the structural integrity of the Common Area or any of the common facilities of the Property, or a danger to the life, health or safety of the Owners.

**g. Assessment Payment Terms.** The Annual Budget shall be assessed to the Owners. Each Owner shall be obligated to pay to the Association, or as it may direct, the portion of the annual assessments assessed to such Owner on or before the last day in February of said year, or on such other payment terms as the Board may establish from time to time in the Rules and Regulations or by resolution.

**h. Covenant to Pay Assessments Continuous.** The failure or delay of the Association to prepare or serve the Annual Budget on the Owners shall not constitute a waiver or release in any manner of the Owners' obligation to pay the assessments as herein provided, whenever the same shall be determined. In the absence of any annual or adjusted budget, the Owners shall continue to pay his or her share of assessment charges at the then-existing annual rate established for the previous period until the new Annual Budget has been adopted.

i. **Purpose of Assessments.** All funds collected hereunder shall be held and expended for the Association's purposes, functions powers and duties described in this Amended and Restated Declaration, the Articles of Incorporation and the By-Laws and (except for such charges as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners.

j. **No Forbearance.** The Association shall have no authority to forbear the payment of assessments by any Owner.

k. **Uniform Payments.** All regular and special assessments shall be fixed at equal amounts for each Residential Lot, except for assessment amounts that have been previously fixed to certain Residential Lots may continue to be fixed at such amounts until such time as title to or the beneficial interest in the Residential Lot is transferred in any manner from the current Owner (including, without limitation, by sale, assignment, gift or devise). Upon such a transfer of title to or a beneficial interest in the Residential Lot, all regular and special assessments shall be fixed at an equal amount in common with each Residential Lot that is not grandfathered hereunder.

l. **Reserves.** The Association shall build up and maintain reasonable Reserves for operations, contingencies and deferred maintenance and replacements of the Common Area and portions of the Residential Lots for which the Association is responsible. Extraordinary expenditures not originally included in the Annual Budget that may become necessary during the year may be charged first against such Reserves. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserves for any specific replacement or contingency on such conditions as the Board deems appropriate. The Annual Budget shall provide for reasonable Reserves. To determine the amount of Reserves appropriate for the Association, the Board shall take into consideration the following: (i) the repair and replacement cost and the estimated useful life of the property the Association is obligated to maintain; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study the Association may obtain; (iv) the financial impact on Owners, and the market value of the Residential Lots, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing.

m. **Failure to Pay Assessments.** If an Owner fails to pay when due any regular or special assessment or other Common Expense or charge imposed by the Association, the Owner's account shall be deemed delinquent. If an Owner fails to pay any assessment or other Common Expense or charge imposed by the Association for ninety (90) days or more, the Association may (i) bring an action against the Owner personally obligated to pay the same; (ii) enforce and foreclose any lien which it has or which may exist for its benefit; (iii) file an action

to terminate the Owner's right of possession pursuant to the forcible entry and detainer provisions of the Illinois Code of Civil Procedure; and/or (iv) pursue any other remedies available under this Amended and Restated Declaration, at law or in equity. The Association, in the Board's sole discretion, may charge late fees for the late payment of assessments or other charges. Any and all costs and expenses incurred by the Association in connection with or attributable to an Owner's delinquency, the foreclosure of a mortgage on the Owner's Residential Lot, the sale of real estate taxes for the Residential Lot and/or any other legal proceeding which could impair or affect the Association's assessment lien (regardless of whether litigation is initiated by any party), including, without limitation, court costs, recording fees, attorneys' fees, title company charges, management company charges, and other costs of labor and materials, shall be added to and deemed a part of the Owner's respective share of the Common Expenses, remain the personal obligation of the Owner, constitute a continuing lien on his or her Residential Lot, be recoverable in the same manner and to the same extent as any regular or special assessment or other Common Expenses and be included in any judgment against the Owner and/or the Owner's Residential Lot. Without limiting the foregoing, fees charged by the Association's property manager or managing agent, if any, pertaining to the collection of an Owner's financial obligations to the Association (including, without limitation, collection "turnover fees," court appearance fees and eviction fees) shall be added to and deemed a part of the Owner's respective share of the Common Expenses, remain the personal obligation of the Owner, constitute a continuing lien on his or her Residential Lot, be recoverable with costs and attorneys' fees in the same manner and to the same extent as any regular or special assessment or other Common Expenses and be included in any judgment against the Owner and/or the Owner's Residential Lot. In the event of a foreclosure of a Residential Lot, the Board, acting on behalf of the Owners, shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any interest so acquired.

**n. No Avoidance of Payment Obligation.** No Owner may assign, delegate, transfer, surrender, waive or avoid the duties, responsibilities and liabilities of an Owner under this Amended and Restated Declaration, the By-Laws and the Rules and Regulations, including, but not limited to, liability for the assessments provided for herein, by nonuse of the Common Area or abandonment of his or her Residential Lot or any other manner. Any such attempted assignment, delegation, transfer, surrender, waiver or avoidance shall be deemed void.

**o. Annual Statement of Income and Expenses.** The Association shall provide all Owners with a reasonably detailed summary of the receipts, Common Expenses, and Reserves for the preceding budget year. The Association shall (i) make available for review to all Owners an itemized accounting of the Common Expenses for the preceding calendar 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 Association fund accounts. Any amount accumulated in excess of the amount required for actual expenses and Reserves may be placed into the Association's Reserve accounts.

p. **Books of Account.** The Association shall keep full and correct books of account. Upon thirty (30) days' notice to the Association through the Board or the managing agent (as established by the Board) and the payment of any fee that may be fixed by the Association from time to time, an Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

13. **Right of First Refusal.** No right of first refusal on the transfer of Residential Lots exists in this Amended and Restated Declaration.

14. **Residential Use.** As of the effective date of this Amended and Restated Declaration, each Residential Lot and the Building constructed or to be constructed thereon shall be used only as a single-family residence or for such other purposes permitted by this Amended and Restated Declaration, and no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any Residential Lot (other than Residential Lots owned or occupied by the Association). However, no Owner or Occupant shall be precluded with respect to his or her Residential Lot from (a) maintaining a personal professional library therein; (b) keeping his or her personal business or professional records or accounts therein; or (c) handling his or her business or professional calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of such restriction. The intent of this restriction is to limit traffic, noise, refuse, advertising and other incidentals of operating a business which could disturb the other Owners and Occupants, detract from the appearance and residential character of the Property and/or lower property values. In all instances, the decision of the Board as to whether particular business activities are prohibited shall be final.

15. **Unsightly Uses.** Owners shall keep Residential Lots free and clear of all rubbish, debris and other unsightly materials, objects and substances. No refuse pile or unsightly structure or apparatus shall be allowed to be placed or maintained on any of the Residential Lots. All structures on the Residential Lots must be properly maintained and kept in good repair and condition.

16. **Parking/Vehicles.** The parking of vehicles on the Property shall at all times be in compliance with applicable laws and ordinances, including any governmental entities having jurisdiction over the Property.

17. **Disposal of Trash.** All trash and other waste materials shall be stored in a neat, clean, sanitary and safe manner and in accordance with all applicable ordinances and other requirements of any governmental entity having jurisdiction over the Property. No

storage of trash or other waste materials shall be permitted in such manner as to permit the spread or encouragement of fire, insects, rodents, odors or other conditions constituting a danger or nuisance affecting other Residential Lots.

**18. Noise.** No Owner or Occupant shall operate or permit the operation of any machine, appliance, accessory or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

**19. Nuisances.** No unlawful, noxious or offensive activity shall be carried on within any Lot or on any other portion of the Property, and nothing shall be done on the Property, either willfully or negligently, which shall in the sole judgment of the Board cause unreasonable annoyance or nuisance to other Owners or Occupants or constitute a hazard to other Owners or Occupants.

**20. Owner and Occupant Information.** The Association shall have the right to request from Owners from time to time certain information regarding the Owners and Occupants as may be reasonably necessary for the administration and operation of the Property. Such information may include, without limitation, the names, permanent residence addresses and telephone numbers of all Owners, the names of all Occupants, the identity and mailing addresses of all lenders holding a mortgage or trust deed against a Residential Lot, a description of all pets to be kept within the Residential Lots and vehicle identification information.

**21. Land Trustee or other Entity as Owner.**

a. In the event title to any Residential Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Residential Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, liens and other charges made hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Residential Lot. The amount of such assessments, liens and charges shall continue to be liens upon the Residential Lot and obligations of the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Residential Lot.

b. Upon the conveyance of title to any Residential Lot to a title holding trust, corporation, partnership, limited liability company or other legal entity capable of holding title to real property, unless otherwise expressly agreed by the Association in the Board's sole discretion, the names and residence addresses of all trustees, co-trustees and beneficiaries of a trust, all shareholders of a corporation, all partners in a partnership, all members of a limited liability company, or all persons having an equity interest in any other type of entity shall be disclosed to the Association.

**22. Remedies for Breach or Violation.** In the event of any violation by any Owner (either by his or her own conduct or by the conduct of any Occupant or tenant, guest, licensee, invitee or pet of an Owner or Occupant) of the provisions of this Amended and Restated Declaration, the By-Laws, the Rules and Regulations and/or resolutions adopted by the Board, the Association, or its successors or assigns, or the Board, or the Association's agents, shall have each and all of the rights and remedies which may be provided for in this Amended and Restated Declaration, the By-Laws, the Rules and Regulations or Board resolutions or which may be otherwise available by law, or any combination thereof, including, without limitation, the following:

**a. Fines.** The power to levy a single or continuing fine (including, without limitation, daily fines). The Association shall not impose a fine unless (i) it has first provided to the Owner alleged to have violated any provision of this Amended and Restated Declaration, the By-Laws, the Rules and Regulations or Board resolutions, notice and an opportunity for a violation hearing before the Board or a duly authorized commission; and (ii) the Board shall have determined such allegations to be true.

**b. Eviction.** The right to take possession of such Owner's interest in the Property and to maintain an action for possession of such Residential Lot in the manner prescribed by the forcible entry and detainer provisions of the Illinois Code of Civil Procedure, as amended from time to time.

**c. Other Remedies.** The right to prosecute any action or other proceedings, either at law or in equity, against such defaulting Owner and others for enforcement or foreclosure of the Association's lien, the appointment of a receiver for the Residential Lot, money damages, injunction, specific performance, and any other relief.

**d. Costs and Expenses.** Any and all costs and expenses incurred by the Association in connection with or attributable to a violation and/or the exercise of its authority as granted in this Paragraph, including, but not limited to, court costs, recording fees, attorneys' fees, title company charges, management company charges, and other costs of labor and materials, shall be paid by the Owner in violation and/or to whom the act or omission giving rise to enforcement is attributable and, until paid by such Owner, shall constitute a lien on the interest of such Owner and be collectable in the same manner as any unpaid assessments or other Common Expenses.

**e. Cumulative Remedies.** Any and all rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. No terms, obligations, covenants, conditions, restrictions, liens, charges or provisions imposed hereby or contained herein shall be deemed abrogated, abandoned or waived by any failure to enforce or delay in enforcing them, no matter how many violations or breaches may occur and regardless of any delays in enforcement.

23. **Notices.** Notwithstanding anything to the foregoing contained in this Amended and Restated Declaration or the By-Laws, any notice required to be sent to any Owner under the provisions of this Amended and Restated Declaration or the By-Laws shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears in the records of the Association at the time of such mailing, upon personal delivery to the Owner's Residential Lot or other designated address on file with the Association, or delivered by any other delivery method (including, without limitation, e-mail) that is approved in writing by the Owner.

24. **Perpetuities and Restraints on Alienation.** If and to the extent that any of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges created by this Amended and Restated Declaration would otherwise be unlawful, void or voidable for violation of (a) the rule against perpetuities; (b) the rule restricting restraints on alienation; or (c) any other applicable statutes or common law rules analogous thereto or otherwise imposing limitations upon the time such covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges may be valid, then the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges at issue shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of the President of the United States in office at the time of Recording of this who are living at the time of Recording of this Amended and Restated Declaration.

25. **Severability.** The invalidity of any restriction hereby imposed or of any provision 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 remainder of this Amended and Restated Declaration. All of the terms hereof are hereby declared to be severable.

26. **Construction.** The provisions of this Amended and Restated Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the administration and operation of a quality residential community. In the event of any conflict between this Amended and Restated Declaration and the By-Laws or Articles of Incorporation, the terms of this Amended and Restated Declaration shall control and prevail.

27. **Captions.** The Paragraph headings herein are intended for convenience only and shall not be construed with any substantive effect.

28. **Board Determination Binding.** In the event of any dispute or disagreement between any Owners relating to any question of interpretation or application of the provisions of this Amended and Restated Declaration (including, without limitation, provisions regarding the maintenance, repair and replacement of various property components), the By-Laws, the Articles of Incorporation or the Rules and Regulations, the determination by the Board shall be final and binding on each and all of such Owners.

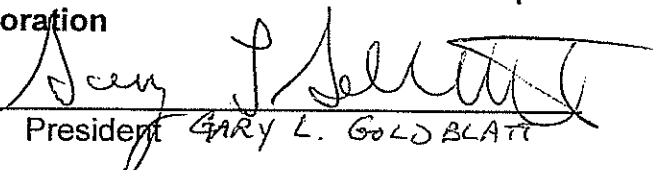
29. **Amendment.** The provisions of this Amended and Restated Declaration may be revoked, amended or supplemented in whole or in part by an instrument in writing setting forth such revocation, amendment, modification or supplement signed by the Owners of not less than two-thirds (2/3) of the Residential Lots. Any revocation, amendment, modification or supplement shall be effective upon Recordation of such instrument executed and acknowledged by each consenting Owner, certified by the secretary of the Association and Recorded in the office of the Recorder of Deeds of Lake County, Illinois.

**This Corrective Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sylvan Lake Improvement Association shall become effective upon Recordation in the office of the Recorder of Deeds of Lake County, Illinois.**

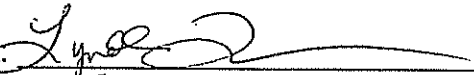
IN WITNESS WHEREOF, the undersigned duly elected officers of Sylvan Lake Improvement Association, an Illinois not-for-profit corporation, have duly executed this Corrective Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sylvan Lake Improvement Association on this 15<sup>TH</sup> day of DECEMBER, 2018.

SYLVAN LAKE IMPROVEMENT  
ASSOCIATION, an Illinois not-for-profit  
corporation


By:

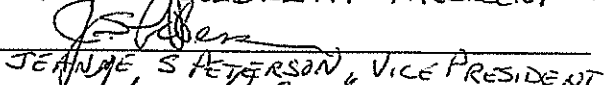
  
President GARY L. GOLDBLATT


Attest:

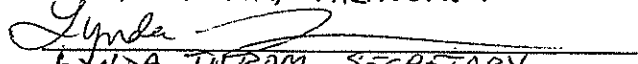
  
LYNDA THROM Secretary

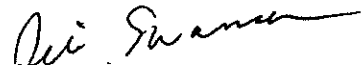
ACCEPTED AND APPROVED BY:

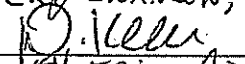
  
GARY L. GOLDBLATT, PRESIDENT


  
JEANNE S. PETERSON, VICE PRESIDENT

  
ED MELTZER, TREASURER

  
LYNDA THROM, SECRETARY

  
JERI SWANSON, DIRECTOR

  
DAVE KRUSE, DIRECTOR

  
TOM TRUFFER, DIRECTOR

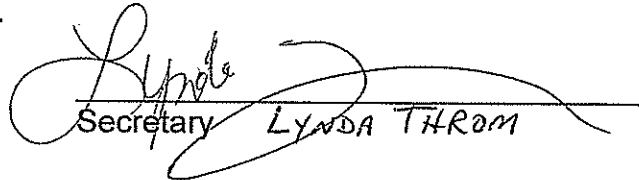
(BEING NOT LESS THAN 2/3 OF THE MEMBERS OF THE BOARD OF DIRECTORS)

STATE OF ILLINOIS       )  
  ) ss.  
COUNTY OF LAKE       )

I, LYNDA THROM, hereby certify that I am the duly elected and qualified Secretary of Sylvan Lake Improvement Association, an Illinois not-for-profit corporation, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Corrective Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sylvan Lake Improvement Association has been approved by two-thirds of the members of the Board of Directors as evidenced by their signatures and those of the stated officers and that either no petition was submitted by the owners for a meeting to consider the Board action approving the Corrective Amended and Restated Declaration or such action was ratified.

I further certify that the attached Corrective Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sylvan Lake Improvement Association has been executed by the President of the Board or such other officer authorized by the Association or the community instruments.

  
Secretary LYNDA THROM

STATE OF ILLINOIS       )  
  ) ss.  
COUNTY OF Lake       )

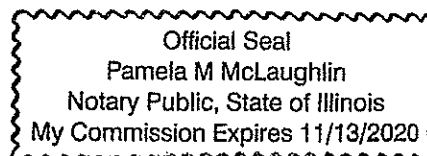
I, Pamela M McLaughlin, a Notary Public in and for said county in the state aforesaid, do hereby certify that the aforesaid officer of Sylvan Lake Improvement Association, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, acknowledge that he/she signed, sealed and delivered the same instrument as his/her free and voluntary act, for the uses and purposes set forth.

SUBSCRIBED and SWORN to before me  
This 17 day of December, 2018.

  
Notary Public

My commission expires:

11/13/2020



**EXHIBIT "A"**

LOTS 1 THROUGH 89, 92 THROUGH 113, A THROUGH C, AND E THROUGH H TOGETHER WITH VACATED LOTS 114, 115, D AND I THROUGH Y, TOGETHER WITH ALL PLAYGROUNDS, PARKS, TERRACES, STREETS, AND DRIVES IN A. G. SCHWERMEN'S FIRST SYLVAN LAKE SUBDIVISION OF PART OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 22, 1925 AS DOCUMENT NO. 251651 IN BOOK "N" OF PLATS, PAGE 70, IN LAKE COUNTY, ILLINOIS.

LOTS 1 THROUGH 23 AND A TOGETHER WITH ALL STREETS AND DRIVES IN A. G. SCHWERMEN'S SECOND SYLVAN LAKE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 4, 1927 AS DOCUMENT NO. 303295, IN BOOK "R" OF PLATS, PAGE 94, IN LAKE COUNTY, ILLINOIS.

LOTS 116 THROUGH 221 TOGETHER WITH ALL PLAYGROUNDS, PARKS, TERRACES, STREETS, AND DRIVES IN A.G. SCHWERMEN'S THIRD SYLVAN LAKE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1928, AS DOCUMENT NO. 311401, IN BOOK S OF PLATS, PAGE 46, LAKE COUNTY, ILLINOIS.

LOTS 1 AND 2 OF THE FINAL PLAT FOR SANTELER'S SUBDIVISION BEING A RESUBDIVISION OF LOTS 90 AND 91 IN A. G. SCHWERMEN'S FIRST SYLVAN LAKE SUBDIVISION OF PART OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT OF SAID SANTELER'S SUBDIVISION, RECORDED AUGUST 3, 2004 AS DOCUMENT NUMBER 5615315, IN LAKE COUNTY, ILLINOIS..

LOTS 1 THROUGH 10 AND LOT "A" IN SYLVAN LAKES ESTATES, BEING A SUBDIVISION OF PARTS OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 10 AND SECTION 34, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 1957 AS DOCUMENT 957490, IN BOOK 1554 OF RECORDS, PAGE 609, IN LAKE COUNTY, ILLINOIS.

SUBDIVISION	LOT	PIN	COMMON ADDRESS
		10-34-400-002	SYLVAN LAKE, MUNDELEIN, IL 60060
		10-34-400-004	26001 N. MIDLOTHIAN ROAD, MUNDELEIN, IL 60060
VACATED	PART 115 AND D, I, J, K, L	10-34-400-009	21342 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
VACATED	PART 115	10-34-400-010	21408 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
VACATED	PART 115	10-34-400-011	21344 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
VACATED	114 & PART 113 AND M THROUGH Y	10-34-400-012	21406 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
THIRD	116	10-34-401-001	21452 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	C	10-34-401-002	21450 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	MAPLE PARK	10-34-402-001	21451 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	119	10-34-402-004	21435 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	PART 121	10-34-402-007	21405 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	122	10-34-402-008	21399 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	PART 123	10-34-402-009	21391 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	PART 123	10-34-402-010	21385 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	124	10-34-402-011	21373 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	125	10-34-402-012	21361 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	61	10-34-402-013	21483 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	60	10-34-402-014	21493 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	56	10-34-402-018	21440 W. SHADY LANE, MUNDELEIN, IL 60060
FIRST	MAPLE TERRACE & SYLVAN COMMONS	10-34-402-019	21545 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	53	10-34-402-022	21273 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	52	10-34-402-023	21279 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	47	10-34-402-028	21303 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	46	10-34-402-029	21309 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	45	10-34-402-030	21315 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	44	10-34-402-031	21321 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	43	10-34-402-032	21327 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
THIRD	117 & 118	10-34-402-035	21449 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	120	10-34-402-036	21421 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	54 & 55	10-34-402-037	21267 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	51 & PART 50	10-34-402-038	21285 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
THIRD	BRIAR TERRACE	10-34-402-039	21357 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	VALLEY VIEW TERRACE	10-34-402-040	21507 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	JUNEAU TERRACE	10-34-402-041	21333 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	49 & PART 50	10-34-402-042	21291 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	48	10-34-402-043	21297 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	57, 58, 59	10-34-402-044	21456 W. SHADY LANE, MUNDELEIN, IL 60060
THIRD	126	10-34-403-001	21345 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	127	10-34-403-002	21333 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	128	10-34-403-003	21319 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	129	10-34-403-004	21301 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	130	10-34-403-005	21295 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	131	10-34-403-006	21283 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	132	10-34-403-007	21277 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	133	10-34-403-008	21267 W. SYLVAN DRIVE, MUNDELEIN, IL 60060



SUBDIVISION	LOT	PIN	COMMON ADDRESS
THIRD	136	10-34-403-011	21231 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	137	10-34-403-012	21227 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	138	10-34-403-013	21219 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	139	10-34-403-014	21205 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	142	10-34-403-017	21181 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	WILDFLOWER TERRACE & LINDBERGH PARK	10-34-403-018	21179 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	143	10-34-403-019	21177 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	144	10-34-403-020	21167 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	145	10-34-403-021	21163 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	146 & 147	10-34-403-022	21159 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	148	10-34-403-023	21155 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	152	10-34-403-027	21139 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	153	10-34-403-028	21135 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	154	10-34-403-029	21123 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	155	10-34-403-030	21111 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	156	10-34-403-031	21099 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	157	10-34-403-032	21087 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	SYLVAN BEACH	10-34-403-033	21071 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	140 & 141	10-34-403-034	21191 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	149, 150, 151	10-34-403-035	21149 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	PART 134	10-34-403-037	21253 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	135 & PT V134	10-34-403-038	21243 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	B	10-34-404-001	21228 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	186	10-34-404-002	21186 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	189	10-34-404-005	21152 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	192	10-34-404-008	21134 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	193	10-34-404-009	21122 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	194	10-34-404-010	21118 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	195	10-34-404-011	21098 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	196	10-34-404-012	21086 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	199	10-34-404-015	21058 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	200	10-34-404-016	21050 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	201	10-34-404-017	21042 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	187 & 188	10-34-404-018	21172 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	197 & 198	10-34-404-020	21062 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	190	10-34-404-021	21146 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	191	10-34-404-022	21140 W. BITTERSWEET DRIVE, MUNDELEIN, IL 60060
THIRD	204	10-34-405-002	26281 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	207	10-34-405-005	26255 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	208	10-34-405-006	26247 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	209	10-34-405-007	26235 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	210	10-34-405-008	26223 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	205 & 206	10-34-405-009	26267 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	VACATED MARION AVENUE	10-34-405-010	26215 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	202	10-34-405-011	26301 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	203	10-34-405-012	26291 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
FIRST	62	10-34-406-001	21464 W. SYLVAN DRIVE, MUNDELEIN, IL 60060

SUBDIVISION	LOT	PIN	COMMON ADDRESS
FIRST	63	10-34-406-002	21474 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	64	10-34-406-003	21484 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	65	10-34-406-004	21496 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	66	10-34-406-005	21508 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	69	10-34-406-008	21544 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	74	10-34-406-013	21604 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	75	10-34-406-014	21616 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	76	10-34-406-015	21628 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	77	10-34-406-016	21630 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	70 & 71	10-34-406-019	21556 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	78 & 79	10-34-406-022	21504 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	67	10-34-406-023	21520 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	68	10-34-406-024	21530 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	72	10-34-406-025	21568 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	73	10-34-406-026	21580 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	158	10-34-407-001	21158 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	159	10-34-407-002	21154 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	160	10-34-407-003	21152 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	161	10-34-407-004	21150 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	162	10-34-407-005	21148 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	163	10-34-407-006	21146 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	164	10-34-407-007	21144 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	165	10-34-407-008	21138 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	166	10-34-407-009	21136 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	169	10-34-407-012	21090 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	170	10-34-407-013	21086 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	171	10-34-407-014	21074 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	172	10-34-407-015	21062 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	173	10-34-407-016	21056 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	174	10-34-407-017	21046 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
THIRD	185	10-34-407-018	21121 W. MARION AVENUE, MUNDELEIN, IL 60060
THIRD	183 & 184	10-34-407-019	21113 W. MARION AVENUE, MUNDELEIN, IL 60060
THIRD	182	10-34-407-020	21095 W. MARION AVENUE, MUNDELEIN, IL 60060
THIRD	181	10-34-407-021	21091 W. MARION AVENUE, MUNDELEIN, IL 60060
THIRD	180	10-34-407-022	21087 W. MARION AVENUE, MUNDELEIN, IL 60060
THIRD	179	10-34-407-023	21075 W. MARION AVENUE, MUNDELEIN, IL 60060
THIRD	178	10-34-407-024	21069 W. MARION AVENUE, MUNDELEIN, IL 60060
THIRD	177	10-34-407-025	21061 W. MARION AVENUE, MUNDELEIN, IL 60060
THIRD	176	10-34-407-026	21057 W. MARION AVENUE, MUNDELEIN, IL 60060
THIRD	PART 175	10-34-407-027	21043 W. MARION AVENUE, MUNDELEIN, IL 60060
THIRD	PART 175	10-34-407-028	26200 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	167 & 168	10-34-407-029	21128 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	80	10-34-408-001	21581 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	81	10-34-408-002	21234 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	82	10-34-408-003	21240 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	83	10-34-408-004	21246 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	84	10-34-408-005	21252 W. CRESCENT DRIVE, MUNDELEIN, IL 60060

SUBDIVISION	LOT	PIN	COMMON ADDRESS
FIRST	87	10-34-408-008	21264 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	88	10-34-408-009	21272 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	89	10-34-408-010	21280 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	85 & 86	10-34-408-013	21258 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
SANTELERS	1	10-34-408-014	21300 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
SANTELERS	2	10-34-408-015	21320 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	PLAYGROUND	10-34-409-001	21629 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	103	10-34-409-002	21451 W. HILLSIDE LANE, MUNDELEIN, IL 60060
FIRST	102	10-34-409-003	21447 W. HILLSIDE LANE, MUNDELEIN, IL 60060
FIRST	PTS 92 & 93	10-34-409-009	21355 W. HILLSIDE LANE, MUNDELEIN, IL 60060
FIRST	PTS 92 & 93	10-34-409-010	21338 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	108	10-34-409-015	21438 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	109	10-34-409-016	21432 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	110	10-34-409-017	21428 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	111	10-34-409-018	21424 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	F & H	10-34-409-023	21398 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	G	10-34-409-024	21394 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	E	10-34-409-025	21390 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	C	10-34-409-026	21386 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	A & B	10-34-409-027	21402 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	POINT COMFORT PARK	10-34-409-028	21404 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	104 & 105	10-34-409-029	21458 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	106 & 107	10-34-409-032	21452 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	94 & PT 95	10-34-409-034	21375 W. HILLSIDE LANE, MUNDELEIN, IL 60060
FIRST	97 & 98	10-34-409-036	21409 W. HILLSIDE LANE, MUNDELEIN, IL 60060
FIRST	96 & PT 95	10-34-409-037	21383 W. HILLSIDE LANE, MUNDELEIN, IL 60060
FIRST	COMMUNITY GARAGE DRIVE	10-34-409-038	21344 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	101 & PT 100	10-34-409-041	21443 W. HILLSIDE LANE, MUNDELEIN, IL 60060
FIRST	99 & PT 100	10-34-409-042	21439 W. HILLSIDE LANE, MUNDELEIN, IL 60060
FIRST	112 & PT 113	10-34-409-045	21420 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	42	10-34-410-001	21335 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	41	10-34-410-002	21337 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	40	10-34-410-003	21339 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	37	10-34-410-006	21355 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	36	10-34-410-007	21359 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	35	10-34-410-008	21365 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	34	10-34-410-009	21369 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	33	10-34-410-010	21373 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	BUENA TERRACE	10-34-410-011	21379 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	38 & 39	10-34-410-012	21341 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
THIRD	211	10-34-411-001	26205 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	212	10-34-411-002	26199 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	213 & 214	10-34-411-003	26181 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	215	10-34-411-004	26163 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	216	10-34-411-005	26157 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	217	10-34-411-006	26149 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	PT 220	10-34-411-009	26125 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060

SUBDIVISION	LOT	PIN	COMMON ADDRESS
THIRD	PT 220	10-34-411-010	26119 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	INDIAN CREEK PARK	10-34-411-012	26077 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
SECOND	23	10-34-411-013	26050 N. MIDLOTHIAN ROAD, MUNDELEIN, IL 60060
THIRD	218 & PART 219	10-34-411-015	26141 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	PT221 AND PT 220	10-34-411-018	26117 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	PART 2211	10-34-411-019	26111 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	PT 219	10-34-411-020	26135 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
THIRD	PT 219	10-34-411-021	26129 N. HIGHLAND DRIVE, MUNDELEIN, IL 60060
FIRST	PT 15	10-34-412-001	21505 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	16	10-34-412-002	21503 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	17	10-34-412-003	21501 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	PT 15	10-34-412-004	26039 N. GILMER ROAD, MUNDELEIN, IL 60060
FIRST	14	10-34-412-005	26039 N. GILMER ROAD, MUNDELEIN, IL 60060
FIRST	12	10-34-412-006	26027 N. GILMER ROAD, MUNDELEIN, IL 60060
FIRST	13	10-34-412-007	26011 N. GILMER ROAD, MUNDELEIN, IL 60060
FIRST	RAVINIA PARK	10-34-412-008	21466 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	20	10-34-412-011	21465 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	21	10-34-412-012	21457 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	22	10-34-412-013	21449 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	27 & PT 26	10-34-412-018	21417 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	28	10-34-412-019	21413 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	29	10-34-412-020	21407 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	30	10-34-412-021	21399 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	11	10-34-412-024	21454 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	8	10-34-412-027	21436 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	7	10-34-412-028	21428 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	6	10-34-412-029	21416 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	5	10-34-412-030	21400 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	4	10-34-412-031	21394 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	1	10-34-412-034	21356 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
SECOND	2	10-34-412-047	21236 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
SECOND	5	10-34-412-050	21200 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
SECOND	8	10-34-412-053	21174 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
SECOND	PART 9	10-34-412-054	21168 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	2 & 3	10-34-412-068	21368 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
SECOND	6 & PT 7	10-34-412-069	21194 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
SECOND	10 & PT 9	10-34-412-070	21166 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
FIRST	31 & 32	10-34-412-074	21383 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
SECOND	20, 21, 22	10-34-412-076	26040 N. MIDLOTHIAN ROAD, MUNDELEIN, IL 60060
FIRST	25 & PT 26	10-34-412-077	21425 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	9 & 10	10-34-412-078	21442 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
SECOND	11, 12, 13, 14 & PT 15	10-34-412-080	26000 N. MIDLOTHIAN ROAD, MUNDELEIN, IL 60060
FIRST	23 & 24	10-34-412-082	21441 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	HIWATHA TERRACE	10-34-412-085	21495 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	OAK TERRACE	10-34-412-086	21453 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	18	10-34-412-094	21489 W. CRESCENT DRIVE, MUNDELEIN, IL 60060
FIRST	19	10-34-412-095	21481 W. CRESCENT DRIVE, MUNDELEIN, IL 60060

SUBDIVISION	LOT	PIN	COMMON ADDRESS
SECOND	18 & 19	10-34-412-096	26020 N. MIDLOTHIAN ROAD, MUNDELEIN, IL 60060
SECOND	3	10-34-412-097	21230 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
SECOND	4	10-34-412-098	21224 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
SECOND	PART 15	10-34-412-099	26014 N. MIDLOTHIAN ROAD, MUNDELEIN, IL 60060
SECOND	16 & 17	10-34-412-100	26016 N. MIDLOTHIAN ROAD, MUNDELEIN, IL 60060
THIRD	BITTERSWEET & SYLVAN	10-34-413-001	21180 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
SECOND	1	14-03-202-001	21165 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
SECOND	A	14-03-202-002	25974 N. MIDLOTHIAN ROAD, MUNDELEIN, IL 60060
	PRIVATE STREETS	10-34-417-001	STREETS, MUNDELEIN, IL 60060
ESTATES	PART A	10-34-412-046	21242 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	PART A	10-34-412-045	21246 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	PART A	10-34-412-044	21250 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	PART A	10-34-412-043	21254 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	PART A	10-34-412-042	21258 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	PART A	10-34-412-090	21268 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	1	10-34-412-089	21290 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	2	10-34-412-087	21304 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	3	10-34-412-084	21322 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	4	10-34-402-083	21366 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	5	10-34-412-035	21350 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	PART 9	14-03-201-014	21239 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	PARTS 8, 9 & 10	14-03-201-012	25912 N. MIDLOTHIAN ROAD, MUNDELEIN, IL 60060
ESTATES	PARTS 8 & 9	14-03-201-013	21255 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	PART 8	14-03-201-011	21279 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	7 & PART 6	14-03-201-002	21323 W. SYLVAN DRIVE, MUNDELEIN, IL 60060
ESTATES	PART 6	14-03-201-001	21347 W. SYLVAN DRIVE, MUNDELEIN, IL 60060

## **EXHIBIT "B"**

### **BY-LAWS FOR**

### **SYLVAN LAKE IMPROVEMENT ASSOCIATION**

#### **ARTICLE I**

##### **General Provisions**

The Association is responsible for the overall administration of the Property through its duly elected Board of Directors. Whether or not incorporated, the Association shall have such powers as are now or may hereafter be granted by the Illinois General Not For Profit Corporation Act of 1986, as amended from time to time. The Association is and shall remain a common interest community under the Illinois Common Interest Community Association Act ("CICAA"), as amended from time to time, and as defined in Subsection 9-102(c) of the Illinois Code of Civil Procedure, as amended from time to time. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law that may be appropriate to promote and attain the purposes set forth in the Amended and Restated Declaration, the Articles of Incorporation and these By-Laws. All capitalized terms used but not defined herein that are defined in the Amended and Restated Declaration shall have the same meaning as ascribed to such terms in said document.

#### **ARTICLE II**

##### **Registered Agent and Office**

The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office. The Association may have other offices within the State of Illinois as the Board may from time to time determine.

#### **ARTICLE III**

##### **Members**

Section 1. *Classes of Members, Membership and Termination of Membership.* The Association shall have one (1) class of Members. Each Owner shall be a Member of the Association and constitute a "Member" as defined in the Amended and Restated Declaration and CICAA, which membership shall terminate upon the sale or other disposition of an Owner's Residential Lot, at which time the new Owner shall automatically become a Member of the Association. Such termination shall not relieve or release any former Owner from any liability or obligation incurred under or in any way connected with the Property or the Association during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies that the Association or others may have against a former Owner arising from or in any way connected with such ownership and membership and the

covenants and obligations incident to membership. Membership in the Association is not transferable or assignable, except as provided herein.

*Section 2. Votes and Voting Rights.*

a. Voting rights of the Members of the Association shall be vested exclusively in the Owners. The total number of votes of all Owners shall equal the total number of Residential Lots on the Property. Each Owner shall be entitled to one (1) vote per Residential Lot. Notwithstanding the foregoing, the Board may suspend the voting privileges of any Owner for any period during which any assessments, fines, fees, legal expenses or other Common Expenses remain unpaid.

b. If a Residential Lot is owned by more than one (1) Person or entity, the voting rights with respect to such Residential Lot shall not be divided but shall be exercised as if the Owner consisted of only one (1) Person in accordance with the proxy or other designation made by the Persons constituting such Owner. If only one (1) of the Persons constituting such Owner is present, he or she shall be entitled to cast the vote allocated to the Residential Lot. If more than one (1) of the Persons constituting such Owner is present, the vote allocated to the Residential Lot may be cast as such Owners determine among themselves, but in no event shall more than one (1) vote be cast with respect to any one (1) Residential Lot. With respect to Residential Lots owned by a land trust, if a trustee designates in writing a Person to cast votes on behalf of the Owner, the designation shall remain in effect until a subsequent document is filed with the Association.

*Section 3. Installment Contracts.* Anything herein to the contrary notwithstanding, in the event of a sale of a Residential Lot, the purchaser of such Residential Lot pursuant to an installment contract shall, during such times as he or she resides on the Residential Lot, be counted toward a quorum for the purpose of election of members of the Board at any meeting of the Owners called for the purpose of electing members of the Board and have the right to vote for the election of members of the Board and to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights. In no event may both the seller and purchaser be counted toward a quorum, be permitted to vote, or be elected to serve on the Board. Satisfactory evidence of the existence and terms of the installment contract as they relate to the subject matter of this Section shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Subsection 1(e) of the Illinois Dwelling Unit Installment Contract Act, as amended from time to time.

## ARTICLE IV

### Meetings of Members

#### Section 1. *Annual Meeting.*

a. An annual meeting of the Owners for the purpose of electing Board members and/or for the transaction of such other business as may come before the meeting shall be held in September of each year, at such reasonable date and time as may be designated in the meeting notice. If the election of members of the Board shall not be held when designated herein for any annual meeting or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Owners called as soon thereafter as it conveniently may be held.

b. The Board may disseminate to the Owners biographical and background information about candidates for election to the Board if reasonable efforts are made to identify all candidates and all candidates are given an opportunity to include biographical information and background material in the information to be disseminated and the Board does not express a preference in favor of any candidate.

Section 2. *Special Meetings.* Special meetings of the Owners may be called by the Board, the President of the Association or not less than twenty percent (20%) of the Owners.

Section 3. *Place and Time of Meeting.* All meetings of the Owners shall take place on the Property or at such other reasonable place which may be designated by the Board.

Section 4. *Notice of Meetings.* Written or printed notice stating the time, place and purpose of any meeting of the Owners shall be given to each Owner in accordance with Article XII of these By-Laws on no less than ten (10) and no more than thirty (30) days before the date of such meeting (or in the case of the removal of one (1) or more of the Board members, the merger, consolidation or dissolution of the Association, or where otherwise required by law, no less than twenty (20) and no more than thirty (30) days before the date of such meeting), by or at the direction of the President or the Secretary of the Association or other officer designated by the Board.

Section 5. *Quorum.* Twenty-five (25) Owners present at a meeting in Person or by proxy at any meeting shall constitute a quorum at such meeting. A quorum shall be deemed present throughout any meeting if twenty-five (25) Owners are present in Person or by proxy at the time during which the meeting is called to order.

Section 6. *Proxies.* Except as set forth in these By-Laws and except as otherwise required by applicable law, at any meeting of the Owners, an Owner entitled to vote may vote either in Person or by proxy, executed in Writing by the Owner or by



his or her duly authorized attorney-in-fact. All proxies must bear the date of execution. No proxy shall be valid after eleven (11) months from the date of its execution unless the proxy provides otherwise.

Section 7. *Manner of Acting.* Except as set forth in these By-Laws and except as otherwise required by applicable law, any action to be taken at any meeting of the Owners at which a quorum is present shall be on the affirmative vote of more than fifty percent (50%) of the Owners represented at such meeting. Notwithstanding the foregoing, the merger or consolidation of the Association shall require the affirmative vote of two-thirds (2/3) or more of the Owners present and voting, in Person or by proxy, at a regular or special meeting of the Owners duly called for such purpose.

## ARTICLE V

### Board of Directors

Section 1. *In General.* The affairs of the Association shall be managed by the Board, which shall act as the Board of Directors of the Association as provided in the Amended and Restated Declaration.

Section 2. *Number, Tenure and Qualifications.* There shall be nine (9) members of the Board. Each elected member of the Board shall serve for a term of three (3) years and until his or her successor shall have been elected and qualified. Members of the Board shall be elected solely by, from and among the Owners. All members of the Board shall be elected at large. The terms of at least one-third (1/3) of the members of the Board shall expire annually. Each member of the Board shall hold office without compensation, unless expressly allowed upon the affirmative vote of two-thirds (2/3) of the Owners. A Board member shall be reimbursed by the Association for reasonable out of pocket expenses incurred in the course of his or her performance of his or her duties as a Board member upon the presentation of receipts or other appropriate documentation. In the event that an Owner is a corporation, partnership, trust or other legal entity other than a natural Person or Persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust or manager of such other legal entity may be eligible to serve as a member of the Board. If there are multiple Owners of a single Residential Lot, only one (1) of the multiple Owners shall be eligible to serve as a member of the Board at any one (1) time. A member of the Board may succeed himself or herself in office. The Association, in the Board's sole discretion, shall have the right (but no affirmative obligation), to require that a member of or a candidate for the Board furnish documentation and/or other information adequately verifying that the Board member or candidate is eligible to serve on the Board. Such information may include, without limitation, true and correct copies of Recorded deeds, corporate share certificates, shareholder agreements or resolutions, partnership agreements, operating agreements, and/or trust agreements. For the purposes of this Section, decisions regarding whether such verification is adequate shall be made by the Association in the Board's sole discretion.

### Section 3. *Election.*

a. At each annual meeting of the Owners, the Owners shall be entitled to elect Board members, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The election as between candidates receiving the same number of votes shall be determined by lot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election.

b. Upon adoption of appropriate Rules and Regulations by the Board, the election may be conducted by any Acceptable Technological Means. When elections are conducted by such means, Owners may not vote by proxy, but may vote only (i) by submitting an Association-issued ballot in Person at the election meeting; or (ii) by Acceptable Technological Means as instructed by the Board or its designated agent. When an election is to be conducted by such means, to the extent applicable, instructions regarding the use of electronic means for voting shall be Delivered to all Owners not less than ten (10) and not more than thirty (30) days before the election.

Section 4. *Regular Meetings.* A regular annual meeting of the Board shall be held at a place and time designated by the Board in the meeting notice. The Board shall provide the time and place for the holding of additional regular meetings of the Board. The Board shall meet at least four (4) times per year.

Section 5. *Special Meetings.* Special meetings of the Board may be called by the President or twenty-five percent (25%) of the members of the Board. The Person or Persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

### Section 6. *Notice of Board Meetings.*

a. The Board shall give Owners notice of all regular or special meetings of the Board at least forty-eight (48) hours prior to the meeting by sending notice by using a Prescribed Delivery Method, or by posting copies of notices of Board meetings at conspicuous places in the Common Area on the Property at least forty-eight (48) hours prior to the meeting.

b. Notwithstanding the foregoing Section 6(a), the Board shall give Owners notice of any Board meeting, through a delivery method prescribed by Article XIII of these By-Laws, concerning the adoption of (i) the proposed Annual Budget; (ii) regular assessments; or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting, unless otherwise provided in Section 1-45(a) of CICAA or any other provision of CICAA.

Section 7. *Quorum*. Four (4) members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 8. *Manner of Acting*. The action of a Majority of the members of the Board present at the meeting at which a quorum is present shall be the action of the Board, except when otherwise provided by law.

Section 9. *Action Without a Meeting*. Any action which is required to be taken at a meeting of the Board or any action which may be taken at a meeting of the Board may be taken without a meeting if consent in writing, setting forth the action so taken, shall be approved in writing by all of the directors. The consent shall be evidenced by one (1) or more Written approvals, each of which sets forth the action taken and provides a Written record of approval. All the approvals evidencing the consent shall be Delivered to the Secretary to be filed with the corporate records. The action taken shall be effective when all directors have approved the consent unless the consent specifies a different effective date. Any such consent approved in writing by all the directors shall have the same effect as a unanimous vote.

Section 10. *Vacancies*.

a. Any vacancy occurring on the Board may be filled by the two-thirds (2/3) vote of the remaining members of the Board. An Owner elected by the Board to fill a vacancy shall serve until the next annual meeting of the Owners, provided that if a petition is filed with the Board signed by the Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Owners to fill the vacancy for the balance of the unexpired term of office of his or her predecessor, a meeting of the Owners for the purpose of filling such vacancy for such unexpired term shall be called no later than thirty (30) days following the filing of such petition.

b. Members of the Board may resign at any time by Written resignation Delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt. If a Board member ceases to be an Owner, he or she will be deemed to have resigned as of the date of such cessation.

Section 11. *Removal*. Any member of the Board may be removed, with or without cause, from office by the affirmative vote of the Owners of two-thirds (2/3) of the Residential Lots at a special meeting of the Owners duly called for such purpose. The notice of the meeting of Owners shall state that the purpose of the meeting is to vote upon the removal of one (1) or more Board members named in the notice. Only the named Board member or members may be removed at such meeting

Section 12. *Open Meetings.* All meetings of the Board, whether regular or special, shall be open to the Owners, except for meetings or portions of meetings held:

- a. 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 Board finds that such an action is probable or imminent;
- b. To discuss third-party contracts or information regarding appointment, employment, engagement or dismissal of an employee, independent contractor or other provider of goods and services;
- c. To discuss violations of the Association's Rules and Regulations or an Owner's unpaid share of Common Expenses; or
- d. To consult with the Association's legal counsel.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any Owner. The Board must reserve a portion of the meeting of the Board for comments by Owners, provided, however, the duration and meeting order for the Owner comment period is within the sole discretion of the Board.

Section 13. *Contracts.* The Board 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 Board member's immediate family has a twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to the Owners within twenty (20) days after a decision is made to enter into the contract and the Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For the purposes of this Section, a Board member's immediate family means the Board member's spouse, parents, siblings and children.

## ARTICLE VI

### Officers

Section 1. *Officers.* The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board shall see fit to elect.

Section 2. *Election and Term of Office.* The officers of the Association shall be elected annually by the Board at a Board meeting held after the annual meeting of the Owners from among the members of the Board and shall hold office at the discretion of the Board. Vacancies in any officer position may be filled and new offices may be created and filled or deleted at any meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected and qualified. An officer may

hold two (2) positions and may succeed himself or herself in office. Officers shall serve without compensation.

Section 3. *Removal.* Any officer elected by the Board may be removed, with or without cause, by a Majority vote of the Board.

Section 4. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term of the officer no longer serving. Officers may resign at any time by Written resignation Delivered or mailed to any other officer of the Association, which resignation shall be effective upon receipt.

Section 5. *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 Owners and of the Board. The President may sign any contracts or other instruments the Board has authorized to be executed and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 6. *Vice President.* In the absence of the President or in the event of the President's inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all of the restrictions on the President. The Vice President shall perform such other duties as from time to time may be assigned by the Board.

Section 7. *Secretary.* The Secretary shall keep the minutes of the meetings of the Owners and of the Board, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, oversee the delivery and receipt of all notices on behalf of the Association, together with the President execute on behalf of the Association documents as required or permitted by the Amended and Restated Declaration, these By-Laws or applicable law, oversee the custody of the records of the Association and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board.

Section 8. *Treasurer.* The Treasurer shall oversee custody of all funds of the Association and the keeping of full and accurate accounts of all receipts and disbursements in the Association's books of account kept for such purpose, oversee the receipts of money due and payable to the Association from any source whatsoever, oversee the deposit of all such money in the name of the Association in those banks or other depositories as shall be selected in accordance with the provisions of these By-Laws 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 to the Treasurer by the Board. The Treasurer shall distribute boat and vehicle stickers and beach tags to members in good standing following payment of such Owner's annual assessment.

**ARTICLE VII**  
**Powers and Duties of the Association and Board**

Section 1. *General Powers and Duties of the Board.* The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Illinois General Not For Profit Corporation Act of 1986, the Amended and Restated Declaration and the Articles of Incorporation, all as amended from time to time, including but not limited to, the following:

- a. Operation, care, upkeep, maintenance, repair, replacement and improvements of the Common Area;
- b. Preparation, adoption and distribution of the Annual Budget for the Property;
- c. Levying and expending of assessments;
- d. Collection of assessments from Owners;
- e. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Property;
- f. Obtaining adequate and appropriate kinds of insurance in accordance with the Amended and Restated Declaration and applicable law;
- g. Owning, purchasing, selling, conveying, encumbering, leasing and otherwise dealing with Residential Lots and/or real property;
- h. Adoption of amendments of Rules and Regulations covering the details of the operation and use of the Property. The Rules and Regulations shall not conflict with applicable law, the Amended and Restated Declaration, the Articles of Incorporation or these By-Laws;
- i. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- j. Having the right to enter upon the Common Area and/or any Residential Lot to the extent necessary for the purpose of maintaining, repairing and replacing the Common Area and any improvements in, on, under or upon the Common Area as provided in the Amended and Restated Declaration;
- k. Borrowing money at such rates of interest as it may determine, issuing its notes, bonds and other obligations to evidence such borrowing and securing any of its obligations by making a mortgage or giving a security interest in all or any of the Association's assets, Property or income;

l. Seeking relief on behalf of all Owners from or in connection with the assessment or levy against the Common Area of any real property taxes, special assessments or other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any other lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith (including, without limitation, legal expenses) as Common Expenses;

m. Imposing charges for late payments of an Owner's share of the Common Expenses or any other charges imposed by the Association and, after notice and an opportunity to be heard, levying reasonable fines for violation of the Amended and Restated Declaration, these By-Laws and the Rules and Regulations. Any late charges and fines imposed shall be the personal obligation of the Owner, constitute a continuing lien on the Owner's Residential Lot and be collectable in the same manner as any unpaid regular or special assessments or other Common Expenses;

n. Granting easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection with respect to any portions of the Common Area;

o. Making reasonable accommodations for the needs of disabled Owners, as required by the Federal Fair Housing Act, the Illinois Human Rights Act and/or other applicable statutes and ordinances, in the exercise of the Board's powers with respect to the use of the Property;

p. Creating and appointing Persons to a committee, commission, advisory body or other such body which may or may not have Board members as members thereof, which body may not act on behalf of the Association or bind it to any action but may make recommendations to the Board; and

q. Any powers and duties which are specifically required by applicable law from time to time, including, without limitation, those powers and duties set forth in CICA.

Section 2. *Specific Powers and Duties.* Anything herein contained to the contrary notwithstanding, the Board shall have the following powers:

a. To engage the services of a property manager, community manager or managing agent, who may be any Person, firm, corporation or other entity, on such terms and compensation and for such duration as the Board deems reasonable;

b. To engage the services of any Persons (including, but not limited to, engineers, architects, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Board, in the operation, repair, maintenance and management of the Property or in connection

with any duty, responsibility or right of the Association, and to remove any such personnel at any time;

c. To establish or maintain one (1) or more bank accounts for the deposit of any funds paid to or received by the Association; and

d. To invest any funds of the Association in certificates of deposit, money market funds or comparable investments.

Section 3. *Fiduciary Duty.* In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners.

Section 4. *Business Activities.* Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

Section 5. *Authorized Expenditures.* The Association shall acquire and make arrangements for and pay for as part of the Common Expenses, in addition to the manager, managing agent or other personnel above provided for, if applicable, the following:

a. Such insurance as the Association is required or permitted to obtain as provided in the Amended and Restated Declaration;

b. Landscaping, gardening, snow removal, painting, staining, cleaning, maintaining, decorating, repairing, restoring, and replacing portions of the Common Area, and any other real property owned by the Association and such furnishings and equipment for the Common Area and other real property owned by the Association as the Board shall determine is necessary and proper. Except as otherwise expressly agreed by the Association, the Association shall have the exclusive right and duty to acquire the same for the Common Area and other real property owned by the Association;

c. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments that are authorized by the Amended and Restated Declaration and the Board deems necessary or proper for the maintenance or for the enforcement of any restrictions or provisions contained herein; and

d. Maintenance and repair (including payment of real estate taxes and Common Expenses) with respect to any lots owned by the Association.



## **ARTICLE VIII**

### **Contracts, Checks, Deposits and Funds**

Section 1. *Contracts.* The Board may authorize any officer or officers or agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President of the Association and attested to by the Secretary of the Association.

Section 2. *Checks, Drafts and Other Instruments.* All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers or agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of other direction, such instruments shall be signed by the Treasurer of the Association and countersigned by the President of the Association.

Section 3. *Deposits.* All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

Section 4. *Gifts.* The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## **ARTICLE IX**

### **Books and Records**

Section 1. *Maintaining Books and Records.* The Board shall keep and maintain the following records, or true and correct copies of these records, at the Association's principal office:

- a. The Recorded Amended and Restated Declaration, other duly Recorded covenants or Community Instruments, these By-Laws, the Rules and Regulations, the Articles of Incorporation, and any amendments to the foregoing and all annual reports;
- b. Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred, and copies of all contracts, leases or other agreements entered into by the Board;

c. Minutes of all meetings of the Board for the immediately preceding seven (7) years;

d. With a Written statement of a proper purpose, ballots and proxies related thereto for all matters voted on by the Owners during the immediately preceding twelve (12) months, including, but not limited to, the election of members of the Board; and

e. With a Written statement of a proper purpose, such other records of the Association as are available for inspection and examination by members of a not-for-profit corporation pursuant to Section 107.75 of the Illinois General Not For Profit Corporation Act of 1986, as amended from time to time.

Section 2. *Availability for Examination.* Any Owner in Person or by agent and at convenient hours of weekdays at the Association's principal office shall have the right to examine and make copies of the records described in Article IX, Section 1, above, upon having first submitted a Written request to the Board or its authorized agent stating with particularity the records sought to be examined. Failure of the Board to make available all records requested or to respond within thirty (30) days shall be deemed a denial. If the Board fails to provide records properly requested under this Section or respond within the aforementioned thirty (30) day time-period, the Owner may seek appropriate relief, including an award of attorneys' fees and costs if the Owner prevails and the court finds that such failure is due to the acts or omissions of the Board. A reasonable fee may be charged by the Association for the cost of retrieving and copying records properly requested. Such requests and the process for retrieving and copying records shall further be subject to the Rules and Regulations as adopted by the Board from time to time.

#### **ARTICLE X**

##### **Fiscal Year**

The fiscal year of the Association shall be fixed by resolution of the Board.

#### **ARTICLE XI**

##### **Seal**

The Board may provide 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."

#### **ARTICLE XII**

##### **Notices**

Except as otherwise provided by law, any notice required to be sent to any Owner under the provisions of the Amended and Restated Declaration or these By-Laws may be Delivered by Electronic Transmission, provided that the Owner has

consented in Writing to receipt of notices sent by such means. If any Owner does not provide Written authorization to conduct business using Electronic Transmission or other equivalent technological means, the Association shall, at its expense, conduct business with the Owner without the use of Electronic Transmission or other equivalent technological means. A Written waiver of notice signed by the Owner entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Notices shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears in the records of the Association at the time of such mailing, upon personal delivery to the Owner's Residential Lot or other designated address on file with the Association or Delivered by any other delivery method.

#### **ARTICLE XIII**

##### **Construction**

The Amended and Restated Declaration, the Articles of Incorporation, these By-Laws and the Rules and Regulations shall always be construed to further the harmonious, beneficial, cooperative and proper use and operation of the Property. The terms and provisions of the Amended and Restated Declaration shall control in the event of any inconsistency between the Amended and Restated Declaration, on the one hand, and the Articles of Incorporation and/or these By-Laws, on the other hand. All words and terms used herein that are also used in the Amended and Restated Declaration shall have the same meaning as provided for such words and terms in the Amended and Restated Declaration.

#### **ARTICLE XIV**

##### **Amendments to By-Laws**

The provisions of these By-Laws may be amended or modified at a regular or special meeting of the Owners, by a vote of two-thirds (2/3) of the Owners present in Person or by proxy. Any amendment or modification shall be effective upon Recordation of such instrument in the office of the Recorder of Deeds of Lake County, Illinois.