



# *Spring Lake Estates Home Association*

**Covenants and Restrictions  
&  
Homes Association By-Laws**

**2019**

# **SPRING LAKE ESTATES COVENANTS AND RESTRICTIONS**

## **As Amended**

THIS DECLARATION, made the 1<sup>st</sup> day of May, A.D., 1965 by W.W. LOBDELL, Inc., an Illinois corporation hereinafter called "Developer".

### **WITNESSETH:**

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent lake, playgrounds, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said lake, playgrounds, open spaces, and other common facilities; and, to this end, desires to subject to real property described in Article II together with such additional as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and dispersing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Illinois, as a non profit corporation, THE SPRING LAKE ESTATES HOMES ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions that thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants") hereinafter set forth.

# ARTICLE 1

## DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless a context shall prohibit) shall have the following meanings:

**“Association”** shall mean and refer to the Spring Lake Estates Home Association.

**“The Properties”** shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

**“Common Properties”** shall mean and refer to those areas of land shown on any recorded subdivision plat. The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, as indicated by appropriate legends on said recorded subdivision plots.

**“Lot”** shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties With the exception of Common Properties as heretofore defined.

**“Single-Family Lot”** shall mean any Lot which is zoned or developed for single-family residential use.

**“Multiple-Family Lot”** shall mean any Lot which is zoned or developed for multi-family residential use.

**“Living Unit”** shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a resident by a single family.

**“Multifamily Structure”** shall mean and return to any building containing two or more Living Units under one roof whether or not such Living Units are situated upon their own individual Lots.

**“Owner”** shall mean and refer to the record owner, Whether one or more persons or entities of the fee simple title to any Lot situated upon The Properties, provided that when any such Lot has been improved with one or more Living Units then “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to each such Living Unit, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure or any other proceeding in lieu of foreclosure authorized by Illinois law. For the purposes of this instrument, the term “record owner” shall include heirs or devisees of a record owner who is deceased.

**“Member”** shall mean and refer to each Owner who is a member of the Association as provided in Article III, Section 1, hereof.

**“Lake”** shall mean all of Lot #1 as shown upon the recorded subdivision map of The Properties.

**“Lake Dam”** shall mean the earthen dam located upon the south and west riparian properties which serves to contain the Lake.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. **Existing Property.** The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Rockford, Illinois, and is more particularly described as follows:

**Plat #1.** That part of the South Half (1/2) of the Northeast Quarter (1/4) of Section Nine (9), Township Forty-four (44) North, Range Two (2) East of the Third (3rd) Principal Meridian, bounded and described as follows, to wit: Beginning at a point in the South line of said Quarter Section which bears East 312.73 feet from the Southwest corner of said Quarter Section; thence North 347.62 feet; thence North 69 — 30'-00" West 80.0 feet; thence North 287.0 feet; thence North 83 — 30'-00" East 73.0 feet; thence North 43 — 30'-00" East 280.0 feet; thence North.

56—00'-00" East 260.0 feet; thence South 7 — 00'-00" East 90.0 feet; thence South 24 — 08'14" West 91.82 feet; thence south 55 — 54'-08" East, 191.65 feet; thence South 64 — 25'-51" East, 163.42 feet; thence North 48 — 11'-32" East 120.0 feet; thence North 77 — 23'-24" East 91.43 feet; thence South 69 — 09'-22" East, 264.87 feet, thence South.

57—33'-42" East, 159.42 feet; thence South 50—54'-07" East, 249.74 feet; thence South 1—15'-37" West, 151.17 feet; thence South 8-16'-43" East, 60.19 feet; thence South 0—07'-51" West, 149.30 feet; thence South 71.0 feet to the South line of said Quarter Section; thence West, along the South line of said Quarter Section, 655.80 feet to a point of tangency with the following described circular curve course; thence Southwesterly, along a circular curve to the left having its center to the South and a radius of 12962.91 feet to a point which bears South 24.04 feet from the point of beginning (the chord across the last described circular curve course bears South 88-15'-17" West, 789.51 feet); thence North 24.04 feet to the point of beginning. Containing 24.97872 acres.

**Plat #2.** The South 431.0 feet to the East 925.0 feet of the South Half (1/2) of the Northeast Quarter (1/4) of Section Nine (9), Township Forty-four (44) North, Range Two (2) East of the Third (3rd) Principal Meridian. Containing 9.15 acres.

All of which real property shall hereinafter be referred to as "Existing Property".

**Section 2.** Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right to subject additional properties to this Declaration, provided that such additions are in accord with a General Plan of Development prepared prior to the sale of any Lot and made known to every purchaser (Which may be done by a brochure delivered to each purchaser) prior to such sale.

Such General Plan of Development shall show the proposed additions to the Existing Property and contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; (4) a statement that the proposed additions, if made, Will become subject to assessment for their just share of Association expenses; and (5) a schedule for termination of the Developer's right under the provisions of this subsection to bring additional development stages within the scheme. Unless otherwise states therein, such General Plan shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of the land shown thereon and the General Plan shall contain a conspicuous statement to this effect.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions With respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and variations of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent With the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, be operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligation of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration Within the Existing Property except as hereinafter provided.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1. Membership.** Every person or entity Who is a record Owner of a fee interest, or an undivided interest in a fee, in any Lot or Living Unit which is subject by covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

**Section 2. Voting Rights.** The Association shall have three classes of voting membership: Class A. The Class A member shall be the Owner of a Lot or Living Unit, with the exception of the Developer (except as hereinafter provided in this Section 2 of Article III) and with the exception of the Owner of a Living Unit in a Multifamily Structure. The Class A member shall be entitled to one vote for each Lot or Living Unit in which he holds the interest required for membership by Section 1 of this Article III. When more than one person holds such interest in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast for each Lot or Living Unit.

**Class B.** The Class B. member shall be the Owner of a Living Unit in a Multifamily Structure with the exception of the Developer (except as hereinafter provided in this Section 2 of Article III). The Class B member shall be entitled to one vote for each Living Unit in which he holds the interest required for membership by Section 1 of this Article III. When more than one person holds such interest or interests in any Living Unit, all such persons shall be members, and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit.

**Class C.** The Class C member shall be the Developer. The Class C member shall be entitled to one vote for each Lot or Living Unit in which it holds the interest required for membership by Section 1 of this Article III, provided that when the Class C member leases Living Units in any Multifamily Structure, it shall be a Class B member and not a Class C member with respect to each such leased Living Unit and shall be entitled to one Class B member vote for each leased Living Unit, and further provided that the Class C membership shall cease and become converted to Class A or Class B membership, according to the character of the property held as hereinbefore enumerated in this Section 2 of Article III, on the happening of any of the following events, whichever first occurs: (a) when the total votes outstanding in the Class A and B memberships equal or exceed twice the number of the total votes outstanding in the Class C membership; or (b) on January 1, 1971.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

## **ARTICLE IV**

### **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

Section 1. Members' Easements of Enjoyment. Subject to provisions of Section 4 of this Article IV, the record owner from time to time of each Lot or Living Unit shall have an easement of use and enjoyment in and to the Common Properties, exercisable in the manner hereinafter set forth. Each such easement shall be appurtenant to each such Lot or Living Unit. Such easement of use and enjoyment shall be exercisable only by such a record owner who qualifies as a Member as provided in Article III, Section 1, hereof. For the purpose of this instrument "easement of use and enjoyment" shall be defined as follows: When Common Property is designated as a lake, the easement in such property shall be for swimming, boating, fishing and all other customary lake uses; when Common Property is designated as a walkway the easement in such property shall be for ingress to and egress from public roads or the Common Properties; when the Common Property is designated as a public beach the easement in such property shall be for access to the Lake and for recreational purposes. Reference in any deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the grantees, mortgagees and trustees of such parcel as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

Section 2. Delegation of Use. Subject to the provisions of Section 4 of this Article IV, any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties to his immediate family and guests, and also to its tenants or contract purchasers Who reside on the property.

Section 3. Title to Common Properties. The Associate shall hold fee simple legal title to the Common Properties to-wit: Lot #1 (the Lake), Lot #11 (the "public beach") and Lot #32 (the walkway), and the Developer hereby covenants and agrees that prior to the conveyance of the first Lot of The Properties, it shall convey to the Association fee simple legal title to the above described Common Properties, free and clear of all encumbrances and liens. Furthermore, the Developer hereby covenants and agrees not to sell Lot #11A until it gives the Association the opportunity to purchase Lot #11A at the same price and upon the same terms and conditions as any offer to purchase which it may hereafter receive for Lot #11A. Such right of first refusal shall remain open for sixty (60) days after the Association has received written notice from the Developer of its intention to see the property. The decision to purchase or not to purchase said Lot #11A shall be made by the affirmative vote of a majority of the Class A members present and voting at a meeting duly called for this purpose, written notice of which shall be sent to all Class A members at least twenty (20) days in advance and shall set forth the purpose of the meeting.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

the right of the Association in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment right of any Member for any period during which any easement remains unpaid, and for any period not to exceed thirty (30) days for an infraction of its published rules and regulations; and

the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless Written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken; and the right of the Association from time to time in accordance with the By-laws to limit the number of Members' guests and their frequency of use of the Common Properties and to establish such other rules as may be reasonably necessary to maintain the amenities and usefulness of the Common Properties.

Section 5. Abandonment of the Lake. It is the intention of the Developer that Lot #1 shall be perpetually devoted to use as a lake. However, the Developer recognizes that changing circumstances may prove that the continued use of Lot #1 for lake purposes would no longer be feasible or economically justified. Therefore, upon the affirmative vote of two-thirds of the Class A Members entitled to cast a vote, which two-third majority shall include the affirmative votes of three-fourths of the Class A Members owning riparian Lots abutting Lot #1, the lake use of Lot #1 may be discontinued and abandoned. However, in the event of such abandonment, Lot #1 shall be maintained as open space for park or nature preserve purposes and expressly shall not be developed for residential or commercial purposes, notwithstanding the zoning of such Lot.



## **ARTICLE V**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot and each Living Unit owned by it Within The Properties, hereby covenants, subject to the conditions and limitations expressed in Section 4 of this Article V, and each Owner of any Lot or Living Unit, other than the Developer by acceptance of a deed therefore, whether or not it be so expressed in such deed or other shall be deemed to covenant and agree to pay the Association: (1) annual assessment or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents within The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Single-Family Lots. Until the year beginning January 1, 1970, the annual assessment shall be Sixty Dollars per Single-Family Lot, subject to such increase or decrease as is hereinafter provided in Subsections (c) and (d) respectively of this Section 3. On or after January 1, 1970, the annual assessment for a Single-Family Lot may be increased by the vote of the Members, as hereinafter provided in Section 5 of the Article V, provided that when any such increase is adopted, no further increase shall be adopted for a period of three years thereafter.

Multiple-

Family Lots. When a Multiple-Family Lot is improved with the Multi-family Structure, the assessment which is applicable to a Single-Family Lot shall also be applicable to each Living Unit in such Structure.

Increase in Maximum Assessment by the Board of Directors. Notwithstanding the limitations on assessment increases heretofore expressed in this Section 3 of Article V, from and after the conveyance of the first Lot by the Developer to an Owner, the Board of Directors may increase the maximum annual assessment effective January 1 of the succeeding year without any vote of the membership in conformance with the increase, if any, which has occurred in the then current Consumer Price Index (published by the Department of Labor, Washington, D.C.) compared with the Index for the month of July in the year in which these covenants Were recorded, if such increase is the first assessment increase then compared with the Index for the month of July immediately following any assessment increase pursuant to this Subsection (c) or Section 5 of this Article V.

Decrease in Maximum Assessment for any Year by Vote of the Board of Directors. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year for Single-Family Lots and Living Units in Multifamily Structures at a lesser amount than the maximum annual assessment, provided, however, both Single-Family Lots and Living Units in Multifamily Structures shall participate ratably in reduced annual assessments.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, applicable to that year only, a special assessment which shall be assessed against each Lot and Living Unit in the Association to the same extent and in the same proportion that the annual assessments enumerated in Section 3 of this Article apply, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, and further provided that until initial sale of each Lot or Living Unit owned by the Developer, except Living Units rented by Developer, each such Lot or Living Unit shall be subject to special assessment for capital improvements only for repair or replacement of those capital improvements which Were provided or constructed by the Developer, and the Developer and the Lots and Living Units owned by it expressly shall not be subject to special assessment for new capital improvements or expansion of existing capital improvements approved by the Association.

Section 5. Change in Maximum of Annual Assessments. Subject to the limitations of Section 3 of this Article V, and for the periods therein specified, the Association may change the maximum of the assessments fixed by said Section 3 prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of Members entitled to vote at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under the Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting of Members called, as provided in Sections 4 and 5 of this Article V, the presence in person or by proxy of Members entitled to cast sixty (60) per cent of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by

the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment Which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Suspension of Annual Assessment. Upon initial sale by the Developer of any undeveloped Lot, the annual assessment burden shall be suspended and shall not recommence with respect to such Lot for a period of six months in order to provide the purchaser a reasonable time to build a dwelling and thus be able to take full advantage of the Common Properties.

Section 9. Duties of the Board of Directors. Subject to the limitations heretofore expressed in this Article V, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association, setting forth whether all assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effective of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If an assessment is not paid on the date when due (being the date provided for in Section 7 of this Article V), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, be a continuing lien on the property in favor of the Association which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns until paid. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien on the land until satisfied.

If an assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum legal rate of interest per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a transfer of such property pursuant to a decree of a foreclosure, or any other proceeding in lieu of foreclosure. Such transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all properties to the extent of any easement or other interest therein dedicated or granted to a public utility; (c) all Common Properties as defined in Article I, Section 1 hereof; (d) all properties exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption.

Section 13. Termination of Assessments for Developer. After January 1, 1968, the Developer, regardless of its membership classification, shall not be liable for any annual or special assessment for any Lot owned by it, nor shall the Developer have any vote in the Association for any lot owned by it, unless the lot is developed with one or more living units, provided that the Developer shall not be restricted in subjecting additional properties to these Covenants and Restrictions in accordance with Article II, Section 2 (not to exceed 350 total memberships) nor shall the Developer be restricted in maintaining architectural control in accordance with Article VI.

## **ARTICLE VI ARCHITECTURAL CONTROL**

Section 1. Review by Developer or Successor Committee. So long as the Developer owns 20 per cent or more of the vacant lots subject to these covenants, no building, fence, Wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Developer as to harmony of external design and location in relation to surrounding structures and topography. Provided, however, that once the Developer's ownership of vacant Lots subject to these covenants becomes less than 20 per cent or at such earlier time as the Developer directs in writing, the Board of Directors of the Association or an Architectural Committee composed of three (3) or more representatives appointed by the Board, shall succeed to the responsibility of approving plans and specifications in the same manner and with the same force and effect as herein specified except that such Board of Directors or Architectural Committee shall not see to apply this Section to the remaining Lots owned by the Developer. In the event the entity administering this Section fails to approve or disapprove any plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin any construction, addition, or alteration has been commenced prior to the completion thereof, approval will not be required and compliance with this Section will be deemed to have been fulfilled.

## **ARTICLE VII EXTERIOR MAINTENANCE**

Section 1. Shoreline Maintenance. It shall be the duty and obligation of the owner of a riparian lot to maintain the shoreline and beach of his respective lot in order to preserve the grade and slope of the beach as initially established by the Developer, provided, however, an owner may change the slope and grade of this shoreline and beach by erection of a retainer wall or other such improvement as will inhibit erosion of the shoreline if the Board of Directors of the Association or the committee contemplated in this Section 1 of Article VII approves such improvement.

The Board of Directors of the Association or a Committee appointed by the Board shall have an easement to enter upon the riparian lots at reasonable hours of the daytime and with reasonable frequency for the purpose of inspecting the manner in which the said riparian lot owners have fulfilled their responsibility for maintenance of shoreline and beach as aforesaid. If the Board of Directors or its committee determines that the property owner has failed to maintain his shoreline and beach as described above, the Association may, after the property owner has received written notice specifying the particulars in which he has failed to maintain his property, and after he has had reasonable time to comply with such notice, undertake to perform the particular maintenance until the property owner expresses a willingness to perform such maintenance to the Board of Directors in writing. When such maintenance is done by the Association, the cost thereof shall be added to the annual assessment upon such Lot or Living Unit and, as such, it shall become a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof.

Section 2. Maintenance of the Lake Dam. The Board of Directors of the Association shall have an easement to enter upon the riparian lots along the south and west sides of the Lake for the purpose of inspection and maintenance of the Lake Dam which is located on said lots. The cost of all ordinary maintenance and repair of the Lake Dam shall be assessed against the lot upon which such maintenance or repair is done and shall be added to and become part of the annual assessment to which such lot is subject under Article V hereof and, as a part of such annual assessment, it shall be a lien and obligation of the owner and shall become due and payable in all respects as provided in Article V hereof. Provided, however, in the event of damage to the Lake Dam or any part thereof by Act of God or other sudden, unexpected and unusual cause, the repair and or replacement cost of the Lake Dam shall be assessed ratably against all the Members of the Association, without the required assent for special assessments specified in Article V, Section 4 hereof.

## **ARTICLE VIII**

### **RULES GOVERNING USE OF COMMON PROPERTIES**

Power boats shall not be permitted on the Lake. Other rules and restrictions governing use of the Common Properties shall be those prescribed from time to time in accordance with the By-laws of the Association.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

Section 1, Duration. The covenants and restrictions of this Declaration, and expressly permitted amendments thereof, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of 30 years from date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods often (10) years unless the Owners of two-thirds of the Lots or Living Units shall execute and record an instrument changing said covenants and restrictions in whole or in part. (For purposes of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.) Provided, however, that no such agreement shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of each mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall be in no event be deemed a Waiver of

the right to do so thereafter.

Section 4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Construction of these Articles. The foregoing Articles, including all definitions therein, shall be controlled and applied consistently with the municipal zoning ordinances applicable to the Lots of The Properties, as of the date the plat of The Properties is recorded. Subsequent zoning changes applicable to The Properties, whether initiated by municipal or private action, shall have no effect upon the construction of these Articles or upon the rights and duties of Members unless and until approved by two-thirds of the Members of each class entitled to vote in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The quorum for action authorized by this Section shall be in accordance with Section 6, Article V hereof.

Section 6. Amendment. Except as provided in Section 5 of Article IV, the covenants and restrictions established by this Declaration within the Existing Property shall not be revoked, amended, modified or otherwise altered except upon the affirmative vote of Members entitled to cast ninety (90) per cent of all the votes of each class of membership, at a meeting duly called for this purpose, Written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

W. W. LOBDELL, Inc

**SPRING LAKE ESTATES  
HOMES ASSOCIATION BY-LAWS  
As Amended  
ARTICLE I  
OFFICES**

The corporation shall have and continuously maintain in this state a registered office and a registered agent Whose office is identical with such registered office, and may have other offices Within the State of Illinois as the Board of Directors may from time to time determine.

**ARTICLE II  
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT  
OF COMMON PROPERTY**

Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed of dedication and Article IV of the Declaration of Covenants and Restrictions, by Lobdell Realty Company, dated May 1, 1965 (hereinafter referred to as the "Covenants and Restrictions").

**ARTICLE III  
ASSESSMENTS**

The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed upon each owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Covenants and Restrictions.

**ARTICLE IV  
SUSPENSION OF MEMBERSHIP RIGHTS**

The membership rights of any person Whose interest in The Properties is subject to assessment under Article V of the Covenants and Restrictions, including those who enjoy the rights of his membership by delegation in accordance with Article IV, Section 2 of the Covenants and Restrictions, may be suspended by action of the Directors during the period When the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common properties and facilities, and the personal conduct of any person thereon, as provided in Article VI, Section 1, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.



## **ARTICLE V**

### **MEETING OF MEMBERS**

Section 1. ANNUAL MEETING. The annual meeting of the members shall be held on the last Saturday in February in each year, beginning with the year 1968 at the hour of 2:00 p.m. for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

Section 2. SPECIAL MEETINGS. Special meetings of the members may be called by the President, by the Board of Directors or by members having one-twentieth of the votes entitled to be cast at such meeting.

Section 3. PLACE OF MEETING. The Board of Directors may designate any place within the State of Illinois as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Illinois, provided, however, that if all of the members shall meet at any time and place, either within or without the State of Illinois, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section 4. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than thirty (30) nor more than forty (40) days before the date of such meeting by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, provided that if a different notice requirement is specified for action under any provision of the Covenants and Restrictions or the By-Laws or Articles of Incorporation of this Association such notice requirement shall apply to such provision. In case of a special meeting or when required by statute or by these by-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

Section 5. INFORMATION ACTION BY MEMBERS. Any action required to be taken at a meeting of the members of the corporation, or any other action which may be taken at a meeting of members, may be taken Without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 6. QUORUM. The presence of members, or of proxies, entitled to cast twenty (20) per cent of all the votes of each class of membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Covenants and Restrictions or the Articles of Incorporation of this Association shall require a quorum as therein provided.

Section 7. PROXIES. At any meeting of members, a member entitled to vote may vote either in

person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

## **ARTICLE VI BOARD OF DIRECTORS**

Section 1, POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the corporation shall be managed by its Board of Directors.

The Board of Directors shall have the power:

To appoint and remove at pleasure all officers, agents and employees of the Association, prescribed in their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

To establish, levy and access, and collect the assessment or charges referred to in Article VI hereof.

To adopt and publish rules and regulations governing the use of the common properties and facilities, and the personal conduct of the members and their guests thereon.

To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants.

In the event that any member of The Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

It shall be the duty of the Board of Directors:

To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by members entitled to cast twenty (20) per cent of all the votes of each class of membership.

To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

As more fully provided in Article V of the Covenants and Restrictions:

To fix the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty days in advance of such date or period and, at the same time;

To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;

To send written notice of each assessment to every owner subject thereto.

To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 2. NUMBER, SELECTION AND TERM OF OFFICE. The number, manner of selection and term of office of the Board of Directors shall be in accordance with Article VIII of the Articles of Incorporation of this corporation.

Section 3. REGULAR MEETINGS. A regular annual meeting of the Board of Directors shall be held without other notice than this by-law, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or Without the State of Illinois, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Illinois, as the place for holding any special meeting of the Board called by them.

Section 5. NOTICE. Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Directors may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of waiver of notice of such meeting, unless specifically required by law or by these by-laws.

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

Section 7. MANNER OF ACTING. The act of a majority of the Directors at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or by these by-laws.

Section 8. VACANCIES. Any vacancy occurring in the Board of Directors shall be filled by the Board of Directors then in office, though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

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

## **ARTICLE VII OFFICERS**

Section 1. OFFICERS. The officers of the corporation shall be a president, a vice president, a treasurer, a secretary and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary.

Section 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. PRESIDENT. The president shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws or by statute to some other officer or agent of the corporation; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5. VICE PRESIDENT. In the absence of the president, or in the event of his inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as from time to time may be assigned to him by the president or by the Board of

Directors.

Section 6. TREASURER. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositaries as the Board of Directors may select; 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 him by the president or by the Board of Directors.

Section 7. SECRETARY. The secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal duly authorized in accordance with the provisions of these by-laws; keep a register of the post office address of each member which shall be furnished to the secretary as such member; 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 him by the president or by the Board of Directors.

Section 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. If required by the Board of Directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and With such sureties as the Board of Directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by the treasurer or the secretary or by the president or the Board of Directors.

## **ARTICLE VIII COMNIITTEES**

Section 1. CREATION OF COMMITTEES. The Board of Directors may appoint such committees as it deems desirable.

Section 2. TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 3. CHARIMAN. One member of each committee shall be appointed chairman by the members of such committee.

Section 4. VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 5. QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the Whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 6. RULES. Each committee may adopt rules for its own government not inconsistent

With these by-laws or With rules adopted by the Board of Directors.

## **ARTICLE IX BOOKS AND RECORDS**

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

## **ARTICLE X FISCAL YEAR**

The fiscal year of the corporation shall begin on the first day of March and end on the last day of February in each year.

## **ARTICLE XI SEAL**

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal. Illinois".

## **ARTICLE XII WAIVER OF NOTICE**

Whenever any notice whatever is required to be given under the provisions of the General Not for Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the by-laws of the corporation, a Waiver thereof in Writing signed by the person or persons entitled to such notice, Whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE XIII GENERAL PROCEDURE**

At all meetings of the members of the Association and of the Board of Directors, Roberts Rules of Order shall govern the meeting except Where those rules conflict With these by-laws. With respect to all cases of interpretation of these by-laws the decision of the Board of Directors shall control and be binding.

## **ARTICLE XIV AMENDMENTS**

These by-laws may be amended only in accordance with Article XII of the Articles of Incorporation of this corporation, provided that no amendment shall be effective to impair or dilute any rights of members that are governed by the Covenants and Restrictions (as, for example, membership and voting rights) which are part of the property interests created thereby, and provided further that those provisions of these by-laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or Which is in fact governed by the Covenants and Restrictions applicable to the Properties may not be amended except as provided in such Covenants and Restrictions.

## **ARTICLE XV CONSTRUCTION**

In the cast of any conflict between the Articles of Incorporation and these by-laws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section I and these by-laws, the Covenants and Restrictions shall control.