



## CERTIFICATION

I, Mary Ellen Vanderventer, Recorder for the County of Lake, State of Illinois, do hereby certify this to be a true and correct copy of Document Number **7072238** recorded **January 23, 2014** as it appears from the records and microfilm in my office. In witness hereof, I have hereunto set my hand and affixed the seal of my office.

DATE: January 23, 2014

[Seal]

*Mary Ellen Vanderventer*  
Mary Ellen Vanderventer  
Lake County Recorder

by *Michelle McKerson*  
Clerk, Recorder's Office

18 N County St – 6th Floor  
Waukegan, IL 60085-4358  
(847) 377-2678  
fax (847) 984-5860

This Instrument Prepared By, and  
After Recording, Return to:

Raymond C. Gerard, of counsel  
O'Donnell Law Firm, Ltd.  
14044 W. Petronella Drive, Suite 1  
Libertyville, IL 60048



Image# 050939340013 Type: DEC  
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Page 1 of 13  
Fees: \$49.00  
IL Rental Housing Fund: \$9.00  
Lake County IL Recorder  
Mary Ellen Vanderventer Recorder

File **7072238**

Return to:

Wedgewood Home owners' Association  
of Lake Forest

825 S. Waukegan Rd.

# A8, PMB 207  
Lake Forest, IL 60045

(The space above is reserved for Recorder's Use)

**AMENDMENT TO HOMEOWNERS DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Homeowners Declaration of Covenants, Conditions and Restrictions ("Amendment") is made as of December 31, 2013 by those parties whose signatures appear at the end of this instrument.

**RECITALS**

Whereas, a certain Homeowners Declaration of Covenants, Conditions and Restrictions, dated September 28, 1979, was recorded with the Recorder of Deeds for Lake County, Illinois on November 20, 1979 as Document No. 2034876, as amended by that certain Amendment No. 1 to Homeowners Declaration of Covenants, Conditions and Restrictions, dated December 1, 1998, and recorded with said Recorder of Deeds on December 18, 1998 as Document No. 4260017 (collectively, and as it may further be amended, the "Declaration"); and

Whereas, the Declaration submitted the real estate legally described on "Attachment No. 1" attached hereto, and known as Wedgewood Subdivision, Lake Forest, Illinois (the "Property") to the terms and conditions of the Declaration; and

Whereas, Section 8.01.B of the Declaration provides for the amendment of the Declaration, after the organization of the Association (as such term is defined in the Declaration) and while the declarant of such instrument (as identified in the Declaration, including the

AMENDMENT 3

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successor to such party, the "Declarant") is a member of the Association, by a writing executed by two thirds of the members of the Association and by the Declarant; and

Whereas, the Wedgewood Homeowners Association is an Illinois not-for-profit corporation that has been organized under the Declaration; and

Whereas, the Declarant is a member of the Association; and

Whereas, the parties signing this Amendment constitute two-thirds or more of the members of the Association;

Whereas, Section 4.01 of the Declaration provided for architectural review of the construction, placement or alteration of new structures on a lot, but did not provide any standards or procedures that would apply to such architectural review; and

Whereas, it is desired that certain standards and procedures apply to such architectural review;

Now Therefore, the Declaration is hereby amended as follows:

1. Each of the Recitals stated above is incorporated herein and made a part of this Amendment as if fully stated here.
2. Unless another meaning is expressly provided herein, capitalized terms used in this Amendment shall have the same meaning as given to such terms in the Declaration.
3. Article IV in the Declaration is amended by adding the following sections:
  - 4.03 All requests for and approvals of plans by the Board under Section 4.01 shall be subject to the standards set forth in Exhibit "A" to this Declaration, which is incorporated herein by reference.
  - 4.04 All requests for and approvals of plans by the Board under Section 4.01 shall be made and conducted in accordance with and subject to the terms and provisions set forth in Exhibit "B" to this Declaration, which is incorporated herein by reference.
4. The Declaration is further amended by adding Exhibit "A" and Exhibit "B" which are attached hereto and incorporated herein by reference.

5. This Amendment may be executed in a number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. In addition, this Amendment may contain more than one counterpart of the signature page, and this Amendment may be executed by the affixing of the signatures of each of the parties to one or more of such counterpart signature pages; all of such counterpart signature pages shall read as though one, and they shall have the same force and effect as though all the signers have signed a single signature page.

6. If any provision of the Declaration or this Amendment or its application to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of the Declaration and this Amendment and the application of such provision to any person or circumstance other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision herein shall be valid and shall be enforced to the fullest extent of the law.

IN WITNESS WHEREOF, the parties whose names appear below have executed this instrument.

SEE SIGNATURE PAGES ATTACHED

**MEMBER SIGNATURE PAGE**  
(individual)

The undersigned, being a member of the Wedgewood Homeowners Association, an Illinois not-for-profit corporation and the association of lot owners in the Wedgewood Subdivision, organized under that certain Homeowners Declaration of Covenants, Conditions and Restrictions, dated September 28, 1979, was recorded with the Recorder of Deeds for Lake County, Illinois on November 20, 1979 as Document No. 2034876, as amended ("Declaration"), hereby executes the foregoing Amendment to the Declaration, to modify Article IV and effect the purposes stated therein.

Date: \_\_\_\_\_, 2013

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(print name)

Address: \_\_\_\_\_  
Lake Forest, IL, 60045

Lot No. \_\_\_\_\_, Wedgewood  
Subdivision

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(print name)

**MEMBER SIGNATURE PAGE**

(trust/entity)

The undersigned, being a member of the Wedgewood Homeowners Association, an Illinois not-for-profit corporation and the association of lot owners in the Wedgewood Subdivision, organized under that certain Homeowners Declaration of Covenants, Conditions and Restrictions, dated September 28, 1979, was recorded with the Recorder of Deeds for Lake County, Illinois on November 20, 1979 as Document No. 2034876, as amended ("Declaration"), hereby executes the foregoing Amendment to the Declaration, to modify Article IV and effect the purposes stated therein.

Date: \_\_\_\_\_, 2013

\_\_\_\_\_  
(print name of entity)

Address: \_\_\_\_\_  
Lake Forest, IL, 60045

By: \_\_\_\_\_  
(signature)

Lot No. \_\_\_\_\_, Wedgewood  
Subdivision

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

**DECLARANT SIGNATURE PAGE**

The undersigned, being a member of the Wedgewood Homeowners Association, an Illinois not-for-profit corporation and the association of lot owners in the Wedgewood Subdivision, organized under that certain Homeowners Declaration of Covenants, Conditions and Restrictions, dated September 28, 1979, was recorded with the Recorder of Deeds for Lake County, Illinois on November 20, 1979 as Document No. 2034876, as amended ("Declaration"), hereby executes the foregoing Amendment to the Declaration, to modify Article IV and effect the purposes stated therein.

Date: \_\_\_\_\_, 2013

\_\_\_\_\_

Address:

\_\_\_\_\_  
Lake Forest, IL, 60045

Lot No. \_\_\_\_\_, Wedgewood  
Subdivision

Attachment No. 1

Legal Description

LOTS 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 34 AND 24 IN BLOCK 1; LOTS 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 IN BLOCK 2; LOTS 1, 3, 4, 5, 6, 9, 12, 13, 14, 15 16, 17, 18, 19, 20, 21, 22, 23, 24 AND 25 IN BLOCK 3 IN WEDGEWOOD SUBDIVISION, BEING A SUBDIVISION OF PARTS OF SECTION 13, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1979 AS DOCUMENT 2034877, IN BOOK 72 OF PLATS, PAGES 54, 55 AND 56, IN LAKE COUNTY, ILLINOIS.



## EXHIBIT A

### CONSTRUCTION STANDARDS AND REQUIREMENTS

#### Introduction

These Construction Standards and Requirements (the "**Standards**") apply to the exterior design, construction, reconstruction, and alteration of the homes, additions and other improvements (including but not limited to decks, patios and porches) on the Lots within the Wedgewood Subdivision.

**Purpose:** The purpose of these Standards is to secure an attractive, harmonious residential development having continued appeal with an emphasis on the preservation of the natural beauty of the property.

#### Architectural Design Criteria

##### A. **Monotony Standards:**

1. No home shall be built within the Wedgewood Subdivision which is of the same model or similar design as another home already built or approved ("**Compared Residences**"), and
  - a. located on the same side of the street on the first or second platted lots on both sides of the subject home; or
  - b. located directly across the street from the subject home with the same elevation style.

The words "directly across the street" include any lot ("**Covered Lot**") or portion thereof that falls within the lot lines, as extended, of the subject home and the first or second lots on both sides of the Covered Lot.

Any elevation of the subject home shall be deemed to be of the same or similar design to a Compared Residence unless the subject home has at least four (4) of the following features different from the Compared Residence.

- i. the basic style and pattern of arrangement of the building and its front elevation elements, such as: right-hand or left-hand orientation, windows, shutters, doors, entryways or entryway treatments and porches;
- ii. the major exterior building materials (such as: vertical siding, horizontal siding, brick, stone or stucco) or the significant relative proportion of their use;

- iii. the roofing materials, such as: wood shakes, dimensional fiberglass shingles or dimensional asphalt shingles;
- iv. the roof structure or style, such as hip, gable, mansard, etc. (for stucco homes: the subject home and a Compared Residence cannot have the same roof structure);
- v. the site orientation (i.e. a different elevation facing the street);
- vi. the style of home (i.e. Country French, Tudor, Georgia, Victorian, Cape Code, etc.).

B. **Front/Exterior Materials:** Primary architectural elements and materials that are part of the front elevation of a structure shall be included on all other elevations (sides and rear elevations) whenever practical at a ratio of approximately two to one. For example: if a front elevation is 100% brick, then the side and rear elevation should be a minimum of approximately 50% brick whenever practical on an aggregate basis (with the chimney alone not fully satisfying this requirement). Likewise, if a front elevation has pediments above the windows on a front elevation, then the side and rear windows shall have coordinating pediments or surrounds (appropriately diminished in detail and scope). Certain front elevation materials such as stone are excluded from this requirement.

A home with a "shirt front" of brick will not be acceptable. If brick is on the front elevation, then brick must be continued on the side elevations with the brick either continuing on all elevations or having a logical termination of the brick material (in general, brick should terminate at inside corners or at a change in plane—such as an angled projection for a bay). All sides of the structure shall be designed with inclusion and balance of architectural elements: trim detailing, appointments, windows and/or doors. A façade unrelated to the rest of the structure is not in keeping with the desired design criteria.

C. **Minimum Construction Requirements:**

1. **Living Area:** Minimum square footage shall be 3,000 square feet for single-story homes, and 3,800 square feet for two-story homes.
2. **Exterior Materials:** Aluminum or vinyl siding will not be approved. Brick, stone, cedar, stucco/"dryvit" and wood composite materials ("Hardi-siding") are approved materials for exterior walls.
3. **Garage:** The garage for each home shall be designed, built and maintained for the storage of a minimum of three (3) vehicles. Garages shall be side loaded whenever possible (but this is not mandatory).

4. **Garage Doors:** Raised panel garage doors, carriage doors and wood or wood composite doors (which may be painted to complement the house) are approved. Steel garage doors will not be approved.
5. **Roof:** The minimum feature gables roof pitch is 6 ½. Dimensional heavy textured architectural asphalt shingles, wood shakes, or slate are approved roofing materials. Tile roofs will be considered.
6. **Windows:** The primary first floor, front windows shall have a minimum height of 72 inches, unless the style of the house dictates otherwise. The primary second floor, front windows shall have a minimum height of 60 inches.
7. **Chimneys:** The chimney shall fully coordinate with the architectural style and materials of the home. All chimneys must be masonry. The caps, corbels, soldier courses, flared bands, etc. should be of similar or complementary materials as the chimney. Chimney flues to be clay pots; no manufactured caps
8. **Screening.** Air conditioners and other equipment shall be screened from view from the street fronting the lot. Said screening is subject to approval.
9. **Swimming Pools and Spas:** Free standing above-ground pools are not permitted. In-ground pools or in-deck spas shall be included in the Landscape Plan with detailing regarding screening, fencing and any pool house.
10. **Driveways:** Concrete, asphalt or brick or masonry pavers are approved materials.

The Association reserves the right to amend these Standards from time to time, by the approval of the Board and a vote of the majority of the members at a meeting with a quorum or proper action in lieu of a meeting and the Board shall have the right to grant exceptions in its specific approval of an application.

## EXHIBIT B

### ARCHITECTURAL APPROVAL PROCEDURE

1.1 **Plans and Specifications.** A Lot Owner shall, in connection with each request under Section 4.01 of the Homeowners Declaration of Covenants, Conditions and Restrictions, dated September 28, 1979, recorded with the Recorder of Deeds for Lake County, Illinois on November 20, 1979 as Document No. 2034876, as amended (the "Declaration") for the approval of plans ("**Architectural Approval**"), submit two (2) copies of the plans and specifications described below for such proposed action (the "**Plans and Specifications**") to the Board. The Plans and Specifications shall conform with the Constructions Standards and Requirements set forth in Exhibit A to the Declaration, as they may be revised from time to time as provided in said Exhibit A (the "**Standards**"), which deal with, without limitation, the harmony and variation of external design (it being understood that the anti-monotony standards set forth in the Standards shall be strictly followed), location and appearance in relation to surrounding structures and topography. For purposes hereof, Plans and Specifications shall be deemed to mean:

(i) If the proposed action consists of anything other than landscaping, painting/staining of exteriors or resurfacing of existing driveways/service walks, a site plan of the Lot as prepared by the Lot Owner's engineer and/or architect, showing among other things, the location and dimensions of all intended construction, top of foundation elevation, drainage and grading plans (which shall be in conformity with the governmental approvals for the Property), and such other data and information as will enable the Board to understand the proposed construction and its relationship to surrounding topography;

(ii) A detailed description, together with detailed drawings, plans and specifications, as prepared by the Lot Owner's engineer and/or architect, of all aspects of the proposed action, including all exterior surfaces (showing elevations and grade), methods of construction, proposed time period for construction, and the color, quality and type of exterior construction materials;

(iii) With respect to any landscaping, drawings, plans and specifications as prepared by the Lot Owner's landscape architect, showing all proposed changes to the original landscaping of, and any sprinkler system on, a Lot, specifying without limitation, types of trees, bushes, sod, etc. to be used, their location on the Lot and generally describing the maintenance required for such landscaping; and

(iv) In each instance, such other information as may be reasonably required by the Board to determine the location, scale, design, character, style and exterior appearance of the Lot Owner's intended action.

1.2 **Procedure for Architectural Approval.** The Board shall approve or disapprove the request for Architectural Approval by a majority vote taken within sixty (60) days of the date that the Lot Owner has completed his submittal to the Board. Each request for Architectural

Approval shall, among other things, be analyzed for compliance with the Standards. Each Lot Owner requesting Architectural Approval shall be entirely responsible for payment of all fees of architects, engineers, designers, landscape architects and other consultants incurred by the Board and reasonably required to review the Plans and Specifications. In the event that the Board denies the requested Architectural Approval, a Lot Owner may submit revised Plans and Specifications to be considered by the Board in the manner set forth herein. In the event a Lot Owner receives no written communication from the Board with respect to the requested Architectural Approval within the aforementioned sixty (60) day Board approval period, the Plans and Specifications shall be deemed approved and the requested Architectural Approval deemed issued. Upon issuance of the requested Architectural Approval, no further approval from the Board shall be required with respect thereto, unless either (a) such action has not been substantially commenced within six (6) months of the issuance of the requested Architectural Approval (e.g., clearing and grading, pouring of footings, etc.) or (b) the approved Plans and Specifications are altered or changed in any manner or fashion.

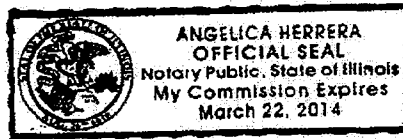
1.3 **Effect of Architectural Approval.** Neither the approval of the Plans and Specifications, the issuance of the Architectural Approval nor the publication of any standards shall be construed as representing or implying that such Plans and Specifications or such standards shall, if followed, result in properly designed construction. Such approvals and standards shall in no event be construed as representing or guaranteeing that the Dwelling Unit, Lot or other improvement/landscaping performed in accordance therewith shall be built in a good or workmanlike manner. The Board shall not be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to this Article, any loss or damage to any person or property arising out of the approval or disapproval of any Plans or Specifications, any loss or damage arising from the non-compliance of such Plans and Specifications with any governmental ordinances or regulations, nor any defects in construction pursuant to such Plans and Specifications. Notwithstanding the obtaining of Architectural Approval, the Lot Owner shall solely be responsible to apply and pay for and obtain any and all required governmental approvals, permits, licenses, etc. and to comply with the requirements of all ordinances and regulations of the City of Lake Forest (including the zoning ordinance); all applicable building, health and safety codes and all recorded restrictions, covenants and conditions applicable to his Lot. Architectural Approval given to any one Lot Owner shall be based upon the Board's sole and unrestricted discretion and Architectural Approval given to any Lot Owner's proposed action or any particular aspect thereof in connection with such proposed action shall not be construed as, or interpreted to be or require, Architectural Approval to any part or portion of any other Lot Owner's proposed action, although such proposed action may be identical or substantially similar to an action which has received Architectural Approval.

SECRETARY'S CERTIFICATE

I, the undersigned, Secretary of the Wedgewood Homeowners Association, an Illinois not-for-profit corporation, hereby certifies that the foregoing Amendment to Homeowners Declaration of Covenants, Conditions and Restrictions was executed by two-thirds or more of the members of said Association and by the Declarant or its successor.

Date: JANUARY 20, 2014

[Signature] (signature)  
ROGER E. FELCH (print name),  
Secretary of the Wedgewood Homeowners Association



State of ILLINOIS )  
 ) ss.  
County of COOK )

I, ANGELICA HERRERA, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROGER E. FELCH personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 20 day of JANUARY, 2014.

Angelica Herrera  
Notary Public

My Commission Expires: MARCH 22, 2014