

HOMEOWNERS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 28th day of September, 1979, by the American National Bank as Trustee U/T No. 39866 dated January 1, 1977 and not individually (hereinafter referred to as the "Declarant"), WITNESSETH:

WHEREAS, Declarant is the owner of the below described real estate, and desires to establish certain rights, easements, restrictions, covenants, liens and charges with respect thereto;

NOW, THEREFORE, the Declarant, as the owner of such real estate, DECLARES AND COVENANTS AS FOLLOWS:

ARTICLE I

As used in this Declaration, unless otherwise provided or unless the context otherwise requires:

1.01. "Wedgewood" means the following described real estate:

PARCEL 1: That part of the North two-thirds of the West half of the North East quarter of Section 13, Township 43 North, Range 11, East of the 3rd P.M., which lies North East of the North Easterly line of the Northern Illinois Toll Highway as occupied (said North Easterly line as occupied being a line 125 feet, measured perpendicularly, North Easterly from and parallel with the center line of said highway as now constructed and monumented) and which lies Southerly as South Easterly of the center line of Old Mill Road, as established by the Plat of Roslyn Park, recorded June 26, 1926 as Document 281518, in Book "P" of Plats, pages 78 and 79 (excepting therefrom a parcel of land described as follows: Beginning at the North East corner of the North West quarter of the North East quarter of Section 13 and running thence West along the North Line of said North West quarter of the North East quarter of said Section 13, a distance of 65.00 feet; thence South Easterly along a straight line to a point on the East line of the North West quarter of the North East quarter of said Section 13, which is 403.33 feet South of the North East corner of said North West quarter of the North East quarter and thence North along the East line of said North West quarter of the North East quarter, a distance of 403.33 feet to the place of beginning and also (excepting therefrom a strip of land 33 feet wide parallel to and South and adjoining the center line of Old Mill Road extended East for a distance of 80 feet from the East right of way line of the Northern Illinois Toll Highway aforesaid, being the strip of land conveyed to the City of Lake Forest, Illinois, by Deed recorded on October 24, 1973 as Document 1640174), in Lake County, Illinois.

PARCEL 2: That part of the South West quarter of the South East quarter of Section 12, Township 43 North, Range 11, East of the 3rd P.M., lying Southerly of and adjoining the center line of Old Mill Road as established by the Plat of Roslyn Park, recorded June 26, 1926, as Document 281518, in Book "P" of Plats, pages 78 and 79, Easterly of and adjoining a strip of land conveyed to the City

of Lake Forest, by Deed recorded October 24, 1973, as Document 1640174 and Westwardly of and adjoining the North Westerly extension of a straight line described as follows: Beginning at a point on the East line of the West half of the North East quarter of Section 13, Township and Range aforesaid, which point is 403.33 feet South of the North East corner of said West half of the North East quarter and running thence North Westwardly to a point on the North line of said West half of the North East quarter on the North line of said West half of the North East quarter of Section 13, which point is 65 feet West of said North East corner thereof, in Lake County, Illinois.

PARCEL 3: The West 330 feet of the North half of Lot 2 of the North West quarter of Section 18, Township 43 North, Range 12, East of the 3rd P.M., and also the East half of the North East quarter of Section 13, Township 43 North, Range 11, East of the 3rd P.M., -(except the West 108 feet of the North 403.33 feet of the North East quarter of the North East quarter of Section 13, Township 43 North, Range 11, East of the 3rd P.M., and except the East 225 feet of the West 330 feet of the North 480 feet of Lot 2 of the North West quarter of Section 18, Township 43 North, Range 12, East of the 3rd P.M., and also except that part described as follows: That part of the North East quarter of Section 13, Township 43 North, Range 11, East of the 3rd P.M., in the County of Lake, State of Illinois, described as follows: Commencing at the South East corner of the North East quarter of Section 13; then Westerly along the South line of the North East quarter of Section 13, a distance of 851.90 feet to a point on said South line for a point of beginning; thence continuing Westerly along said South line, a distance of 312.81 feet to a point on said South line; thence North Westerly along a line forming an angle of 76 degrees 24 minutes 56 seconds to the right with the last described line extended, a distance of 127.09 feet to a point; thence North Westerly along a line forming an angle of 4 degrees 47 minutes 13 seconds to the left with the last described line extended, a distance of 358.95 feet to a point on the West line of the East half of the North East quarter of Section 13; thence Northerly along said West line, a distance of 765.20 feet to a point on said West line; thence South Easterly along a line forming an angle of 160 degrees 55 minutes 50 seconds to the right with said West line extended, a distance of 582.15 feet to a point; thence North Easterly along a line forming an angle of 90 degrees 00 minutes 00 seconds to the left with the last described line extended, a distance of 25.0 feet to a point; thence South Easterly along a line forming an angle of 90 degrees 00 minutes 00 seconds to the right with the last described line extended, a distance of 500.00 feet to a point; thence South Easterly, a distance of 225.49 feet to the point of beginning), as condemned by proceedings had in the County Court of Lake County, Illinois, as General No. 13961, in Lake County, Illinois.

1.02. "Lot" means a parcel of land within Wedgewood owned in fee simple by one or more persons (or held in trust for their benefit) occupied by, or intended for occupancy by, one dwelling and having frontage on a street.

1.03. "Common Space" means outlots 1, 2 and 3 as shown on the plat of subdivision of Wedgewood, such lots being currently owned by the Declarant and to be owned by the below described Lot Owners as tenants in common as described in Article X below. A Lot Owner's interest in the Common Space may not be conveyed, mortgaged, or in any way disposed of separately from the Lot Owner's interest in his lot.

1.04. "Lot Owner" means a person holding legal title of record to a lot in Wedgewood, provided, however, that:

- A. Where title to a lot is in more than one person, such as co-owners together shall be considered a single Lot Owner and shall share jointly the rights (including voting rights), powers, obligations and responsibilities of a Lot Owner;
- B. Mortgagees and holders of liens and encumbrances shall not be considered Lot Owners; and
- C. The Declarant, and its successors or assigns as to any lot not improved with a dwelling, notwithstanding its ownership of one or more lots, shall not be considered a Lot Owner. "Lot Owner" includes the beneficiary or beneficiaries of any trust, all partners of any partnership, and all shareholders of any corporation holding title to a lot or interest therein, but does not include the Declarant.

1.05. "Association" means the corporation to be organized hereunder.

1.06. "Board" means the board of directors or other governing body, however designated, of the Association.

1.07. "Person" means any individual, firm, corporation, trustee or other entity capable of holding title to real estate.

ARTICLE II

2.01. Until the Association has been organized, the Declarant will exercise the powers, rights, discretions, duties and functions of the association and of its Board, including the power of assessment, as if the same were specifically reserved to the Declarant.

ARTICLE III

3.01. The Declarant will cause to be organized, at such time as the Declarant determines, but in no event later than the date on which the last lot is conveyed by Declarant to a Lot Owner, a corporation under the Illinois General Not For Profit Corporation Act. Such corporation will be called "The Wedgewood Homeowners Association", or a name similar thereto. Each Lot Owner shall automatically be a member of the Association during the period he owns a lot. In addition, the Declarant shall be a member of the Association for not more than one year after the last such conveyance, unless the Declarant earlier voluntarily shall withdraw from the Association.

3.02. The articles of incorporation and the initial by-laws of the Association will contain such terms and provisions, not inconsistent with this Declaration, as the Declarant may determine, in addition to the following:

- A. On each matter submitted to a vote of members each Lot Owner will be entitled to one vote, and the Declarant will be entitled to one vote for each lot of record owned by it.
- B. Except as hereinafter specifically provided, and/or unless a greater proportion is required by the Illinois General Not For Profit Corporation Act, the vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present will be necessary and sufficient for the conduct of any business.

ARTICLE IV

4.01. Except as relates to the original construction of dwellings or appurtenant structures on the lots, no house, garage, treehouse, clubhouse, kennel, porch, building, fence, wall or other structure will be erected, placed or altered by any Lot Owner on any lot until the plans therefor have been approved in writing by the Board as adhering to conformity and harmony of design with existing structures in Wedgewood. This section shall not apply to interior alterations.

4.02. Neither the Declarant nor any Lot Owner shall make any change in the grade or drainage of any lot, the effect of which is to cause damage from water to public lands, Common Space or the property of any other Lot Owner or Declarant, or which increases the risk of such damage. So long as the Declarant is a member, the determination of the Declarant that any such change is in violation of this Section 4.02 shall be conclusive and binding on all parties involved. Thereafter, such determination shall be made by the Board.

ARTICLE V

5.01. All land and lots in Wedgewood shall, after organization of the Association, be subject to one or more assessments each calendar year to be levied as follows:

- A. Prior to the commencement of each fiscal year of the Association the Board will estimate the budget for such year based on the projected costs of the obligations and duties set out in Section 5.02 hereof, and will assess the costs thereof among the lots owned by Lot Owners and the lots owned by the Declarant. An equal portion of such assessment will be born by each lot and by the record owner thereof as of the commencement of the fiscal year involved. If actual or anticipated expenditures for a fiscal year exceed the projected amounts, the Board shall adjust the amount of the assessment for the remainder of the year to reflect such excess. The Board may, in the preparation of the annual budget, provide for reasonable reserves.
- B. Assessments shall be due and payable by the Declarant (if it then owns any lots) and by each Lot Owner on or before 30 days from the date of receipt by the Lot Owner or Declarant of written notice of the amount of the assessment. Assessments not paid on or before such due date shall bear interest thereafter at the rate of 8% per annum until paid. All payments on account will be applied first to interest and then to the earliest due assessment principal.

- C. The unpaid portion of any assessment which is due, and interest thereon, will become a lien on the lot against which the assessment is levied upon the recording by the Association of a certificate of non-payment of assessments in the office of the Recorder of Deeds of Lake County, Illinois. No such lien shall be prior to a mortgage lien held by a bank, savings and loan association, insurance company, real estate investment trust, or employee benefit trust (such as for a pension or a profit sharing plan), and if a lot is acquired by foreclosure of such a mortgage, that person acquiring the lot will be responsible (only as a Lot Owner) only for assessments which become due after acquisition of the lot. The fees and other costs incurred for filing such certificate will be recoverable as delinquent assessments.
- D. Subject to the provisions of Subsection 5.01 (C) above, the grantee from any Lot Owner shall be jointly and severally liable with such Lot Owner for all unpaid assessments and accrued interest due and payable at the time of conveyance, without prejudice, however, to the rights of the grantee to recover from the grantor any amounts paid by the grantee.
- E. The Association may enforce collection of delinquent assessments by suits at law, by foreclosure of the liens securing the assessments, or by any other proceeding, in whichever event the Association will be entitled to recover in the same proceeding the payments which are delinquent at the time of judgement or decree together with interest thereon at the rate of 8% per annum and all costs incident to the collection and the proceeding, including, without limitation, reasonable attorneys fees.
- F. Any such lien shall continue for a period of 5 years from the date created and no longer, unless within such time a proceeding for collection of delinquent assessment has been commenced, in which case the lien will continue until termination of the proceeding for the collection or enforcement of the judgement or decree, if any, and such proceeding. The Association shall have no obligation to enforce any such lien at any time.
- G. The Association will provide a current statement of the assessments due with respect to any land in Wedgewood to a prospective purchaser of the land and to his lender, on submission to the Association of a written request, executed by the purchaser, the lender, and the current owner of the land. No Lot Owner will have a cause of action against the Association or its employees for publication of such information to a prospective purchaser and/or his lender. Such statement shall not waive any rights (as to collection or otherwise) which the Association may have, as provided herein.

5.02. The Association shall have the obligation for the following matters and shall expend funds collected pursuant to Section 5.01 for the following matters:

- A. The cost of ownership, upkeep, maintenance, construction, repair and replacement of the Common Space and any improvements from time to time situated thereon, including the payment of insurance therefor and assessments.

- B. The cost of maintenance of berms and plant material thereon within easements as shown on the Plat of Subdivision on individual lots as deemed necessary by the Association.
- C. Cost of maintaining and enforcing the easements, restrictions and covenants established and reserve by this Declaration and by any Plat of Subdivision, Deed of Conveyance, or other instrument affecting lands in Wedgewood, including reasonable attorneys fees.
- D. Administrative expenses of the Association.

5.03. The Association may contract for any new construction (as distinguished from repair or maintenance of existing construction) on the Common Space which would cost in excess of \$2,000.00 only with the advance consent of not less than 75% of the Lot Owners, and of the City of Lake Forest. New construction which would cost in excess of \$7,500.00 will require, in addition, the consent of the Declarant as long as it is a member of the Association. The cost of any such construction will be assessed as provided in Section 5.01 (A), but shall not be required to be budgeted in advance.

ARTICLE VI

6.01. Each grantee from the Declarant, by the acceptance of a Deed of Conveyance, accepts the same subject to the provisions of this Declaration, and all such provisions will run with the land and bind, apply and inure to the benefit of every owner of any interest therein, and all persons claiming thereunder, as though the provision of this Declaration were recited and stipulated at length in each deed of conveyance.

ARTICLE VII

7.01. A violation or breach of any provision of this Declaration, any Plat of Subdivision, any Deed, Conveyance, or other instrument affecting lands in Wedgewood, shall not create a forfeiture, but shall give the Association, in addition to any other rights herein granted or otherwise available to it, the right, at the discretion of the Board of the Association, to seek remedy of the same by appropriate legal proceedings, at law or in equity, including, without limitation, an action to recover sums due from damages, injunctive relief, foreclosure of lien or any combination thereof.

7.02. In any proceeding arising because of an alleged default by Lot Owner, the Association shall be entitled to recover the cost of such proceeding, including, without limitation, reasonable attorneys fees.

7.03. All rights, remedies and privileges granted to the Association pursuant to this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising such other or additional rights, remedies, or privileges as may be granted to it by this Declaration or at law or in equity.

7.04. No restriction imposed hereby shall be abrogated or waived by any failure to enforce any provision hereof, no matter how many violations or breaches may occur.

7.05. The invalidity of any restriction hereby imposed, or of any provision hereof, of any part of any restriction or provision hereof, shall not impair or affect in any manner the validity or enforceability of the rest of this Declaration.

ARTICLE VIII

8.01. This Declaration may be amended from time to time, or terminated, as follows:

- A. Until the Association is organized, by an instrument executed by the Declarant, provided however that in the event of termination the consent of the City of Lake Forest City Council shall be required.
- B. Thereafter, and while the Declarant is a member of the Association, by an instrument executed by the Declarant and two-thirds of the other members of the Association.
- C. After the organization of the Association, and at such time as the Declarant is not a member thereof, by an instrument executed by two-thirds of the members of the Association.
- D. No amendment of this Declaration which in any way affects the common space shall be made without the prior written consent of the City Council of the City of Lake Forest.

8.02. Each such instrument will be effective only upon being filed in the office of the Recorder of Deeds of Lake County, Illinois.

8.03. The following recitals of any such instrument will be conclusive and binding on all persons:

- A. That the Association has or has not been incorporated and organized;
- B. That the Declarant is or is not a member of the Association; and
- C. That such instrument is executed and acknowledged by two-thirds of the members of the Association entitled to sign such instrument.

ARTICLE IX

9.01. This Declaration is subject to the terms of the Planned Cluster Development authorized by the Special Use Permit enacted by the City Council of the City of Lake Forest on October 1, 1979, and also to the following:

- A. The Common Space (outlots) may not be used for any purpose other than:
 1. Storm water retention as provided in the above-mentioned Special Use Permit; and
 2. Open space and individual recreational uses by Lot Owners and their accompanying guests. No other use or construction of any kind or

nature will be permitted in, on or under the Common Space other than as set forth in the above-mentioned Special Use Permit, except by an amendment thereof.

9.02. If it is determined on inspection by the City of Lake Forest that the Common Space is not being properly maintained, the City may go on such space and abate, remove or correct the deficiency at the expense of the Association. The Association will be responsible for maintaining the aesthetics and the required detention capacity of the storm water retention basin on outlots 1 and 2. The City will be responsible for maintaining the drainage structures thereon, consisting of the inlets, outlets and conduit.

9.03. All conditions of the Special Use Permit passed by the Lake Forest City Council on October 1, 1979, 1979, shall be strictly complied with.

ARTICLE X

10.01. For the purposes of conveying title to, and levying general real estate taxes against, the Common Space, such space shall be divided into 63 shares, and each conveyance of a subdivided lot of record, and each general real estate tax bill therefore, shall include an undivided 1/63 interest in such space. Prior to conveyance of a lot to a lot owner, such lots 1/63 interest in the Common Space shall be owned by the Declarant.

A. The owner from time to time of each lot shall own an undivided 1/63rd interest as Tenant in common of the Common Space, and the Declarant, and all subsequent owners of each lot shall include said undivided interest in each instrument of conveyance. Each conveyance of a lot shall be deemed to include such undivided 1/63rd interest as Tenant in common whether or not such conveyance expressly so provides.

ARTICLE XI

11.01. Invalidity of any one or more clauses in any provision, or any entire provision, of this Declaration by judgement, order or decree of State or Federal Court shall in no way affect any other clause or provision hereof, all of which shall remain in full force and effect.

11.02. There shall be no further subdivision of any lot or of the Common Space.

11.03. There shall be no suit brought for severance or partition of the undivided interest in the Common Space which is to be a part of each conveyance.

IN WITNESS WHEREOF the Declarant has executed this Declaration this _____ day of _____, 1979, at Chicago, Illinois.

American National Bank, As Trustee
U/T No. 39866, and not individually

BY: [Signature]

ITS: Authorized Officer

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As stated in this instrument to the contrary, the instrument is a provision of the Trust and shall not be a part thereof.

This instrument is limited by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and cannot be used as Trustee as stated. All the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are hereby waived by it solely as Trustee, as aforesaid and no indemnity, and no responsibility shall be incurred or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the covenants, stipulations, representations or warranties contained in this instrument.

2034876

RECORDER
LAKE COUNTY, ILLINOIS

1979 MAY 20 11:56

Frank J. Nestra

The terms and conditions of this instrument are subject to the provisions of the Illinois Uniform Gifts to Minors Act, 1975, and the Illinois Uniform Transfers to Minors Act, 1975.

This instrument is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 1st day of Jan, A.D. 1977, creating Trust No. 39866.
and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the American National Bank and Trust Company of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the American National Bank and Trust Company of Chicago, on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said American National Bank and Trust Company of Chicago has caused its name to be signed to these presents by a Vice President or one of its Assistant Vice Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank and Trust Company of Chicago
as Trustee thereof and not personally,

By [Signature]
Assistant Vice President

ATTEST.
[Signature]
Assistant Secretary

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STATE OF ILLINOIS
COUNTY OF COOK

S. G. BAKER

I, S. G. BAKER, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, that R. Borner, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and P. JOHANSEN, Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing

instrument as such R. Borner Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

SEP 28 1979

GIVEN under my hand and Notarial Seal this 28th day of SEP, 1979.

My commission expires JUNE 26, 1983.

[Signature]
Notary Public

Form 509 Rev. 4-82

This instrument prepared by Richard A. Kaufman

Please return to:
A. Harris
City of Lake Forest
220 E. Dearborn
Lake Forest, Ill. 60045

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