

Fair Debt Collection Practices Act (FDCPA), 15 USC § 1692 *et. seq.*, and specifically 15 USC § 1692e which expressly prohibits debt collectors from using false documents as means to collect disputed debts.

3. FDCPA prohibitions —

(a) the FDCPA prohibits debt collectors from utilizing non-attorneys to collect alleged debts by posing as attorneys (15 USC § 1692e(3); *Avila v Rubin*, 84 F. 3d 222 (7th Cir 1996));

(b) the FDCPA prohibits a debt collector from authorizing or ratifying an employee's acts of creating and recording a false debt instrument (15 USC § 1692e) (and, as in this case, a fraudulent "assessment" lien) to collect money from a class of easement owners when not otherwise authorized by law, see *Lakeland Property Owners Association v. Larson*, 121 Ill.App.3d 805, 459 N.E.2d 1164, (Ill.App. 2nd Dist. 1984).

4. Supplemental jurisdiction — In addition to primary federal jurisdiction, this court has supplemental jurisdiction pursuant to 28 USC § 1367 over the additional claims for related fraud, trespasses upon easements, and tortious interference with a third-party beneficiary agreement memorialized in a 1961 deed granting the easements to a private recreational lake and adjacent parkland, because these claims are so related to claims within the original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

5. Venue — Venue is proper in this District under 28 USC § 1391(b)(2) and 18 USC 1965(a) because, as described more fully below, all of the actions of the Defendants giving rise to the injuries complained of occurred in this District.

III. CLASS ALLEGATIONS

6. **Rule 23 allegations** — This action is brought on behalf of Plaintiff J. G. WAHLERT (WAHLERT) and all other person similarly situated under Rules 23(a), 23(b)2), and 23(b)(3) of the Federal Rules of Civil Procedure.

7. **Rule 23(a) allegations** — The Plaintiffs allege that this action is brought and may properly be maintained as a class action pursuant Rule 23(a) of the Federal Rules of Civil Procedure because, as shown by the details of this complaint, it satisfies the numerosity, predominance, typicality, adequacy, and/or superiority requirements of the FDCPA, and the knowledge of the size of the classes is within in the Defendants' individual and joint possession although the exact size is not known to Plaintiff WAHLERT or the other Class Plaintiffs.

8. **Rule 23(b) allegations** — This action is properly brought as a class action because Defendant KOVITZ SHIFRIN NESBIT regularly collects debts, is one of the largest debt-collection law firms in Illinois, and is thus a “debt-collector” as defined in the Act.

9. **Rule 23(c) allegations** — Common questions of law and fact exist as to all members of each of the two classes and predominate over any questions affecting individual members of the class, including but not limited to:

(a) with respect to the Class A Plaintiffs, whether Defendant's debt collection practice

violated 15 USC § 1692e(3) and has affected many hundreds of consumers; and

(b) with respect to the Class B Plaintiffs, whether they incurred damages from the related tortious activities of the Defendant debt collector and its collection agent in connection with the Defendant debt collector's violations of the FDCPA.

10. **Class A & B Plaintiffs** — The Class Plaintiffs in this is action fall within either one or both of two classes, with all members of the Class B Plaintiffs being Class A Plaintiffs, and

are 1) natural persons who received debt collection letters at their Illinois residences, 2) related to alleged consumer debts from the Defendant KSN law firm, 3) within the last 365 days 4) with realistic facsimile signatures, 5) and which were intended to give the Plaintiffs the false impression that the debt-collection letters were written, with “meaningful involvement,” by attorneys at the KSN law firm.

11. **Class A Plaintiffs** — For calculating the number of Class A Plaintiffs, after analysis of a recent FDCPA class-action settlement approved on February 2, 2017 in *McCarter v. Kovitz Shifrin Nesbit*, (N.D. Ill. 2015), it is asserted based upon information and belief that the size of the Class A plaintiffs consist of many hundreds of natural persons and consumers within the State of Illinois.

12. **Class B Plaintiffs** — For calculating the number of Class B Plaintiffs, based on the proposition that property owners in the Loch Lomond Community with easement rights to use the lake are obligated to pay money to the nonprofit corporate owner of the servient estate, it is asserted, based upon information and belief, that the size of the Class A plaintiffs consist of at least 40 natural persons and consumers in Mundelein, Illinois. *Fletcher v. ZLB Behring LLC*, 245 F.R.D. 328 (N.D. Ill. 2006).

IV. PARTIES and OTHER PERSONS

13. **Plaintiff WAHLERT as a Class Representative of Class A** — For purposes of asserting a claim on behalf of himself and other Class A Plaintiffs for violations of 15 USC §§ 1692e and 1692e(3), the class consists of similarly situated consumers 1) within Illinois; 2) who received debt collection letters substantively the same as those in Exhibits A, B, & C; 3) from Defendant KSN; 4) within the last 365 days prior to the filing of this complaint; 5) for alleged consumer debts as defined in Section 1692a(5). Plaintiff WAHLERT is a natural person, an Illinois resident, and a consumer who received the letter attached hereto as Exhibit A within the last 365 days which was used to collect an alleged consumer debt related to his personal,

household, and family expenditures, and which contained a facsimile signature of one of KSN's attorneys purposed to mislead letter recipients into believing that the letters were written with "meaningful involvement" by an attorney, see *Avila v Rubin*, 84 F. 3d 222 (7th Cir 1996).

14. Plaintiff WAHLERT as a Class Representative of Class B — For purposes of asserting claims on behalf of himself and Class B Plaintiffs for violations of 15 USC §§ 1692e, 1692e(2)(A), 1692e(5), 1692e(9), 1692d(1), and 1692f, as well as damages proximately caused by the related tortious activities of Defendant KSN and its collection agent and co-Defendant KALMAN, it is asserted that 1) Plaintiff WAHLERT owned an easement right 2) at a time when Defendant KSN's debt collection letters were received; 3) that entitled WAHLERT and the Class members; 4) to use the Loch Lomond lake in Mundelein, Illinois under covenants established prior to 1957; further, 5) that those covenants cannot be revoked or modified without the consent of the easement owners; 6) that the non-profit corporation formed in 1957 ("LLPOA") is a voluntary, as opposed to a mandatory, corporation; 7) and with said corporation's membership eligibility limited to property owners in the Loch Lomond Community (Exhibit D); 8) where said corporation received a 1961 deed to the Loch Lomond lake subject to expressly declared, perpetual pre-1957 easement rights (Exhibit E); and 9) owned such easement rights at the time when the Class Members received the debt-collection letters from Defendant KSN; and (10) at the time when Defendant KALMAN interfered with easement access and thus interfered with the McINTOSH-LLPOA third-party beneficiary agreement memorialized in the LLPOA's 1961 deed.

15. Defendant KSN as a debt collector with special knowledge — Defendant KOVITZ SHIFRIN NESBIT (KSN), is one of the largest debt-collector law firms in Illinois that employs attorneys who have special knowledge with respect to lawful debt collection practices,

as well as non-attorneys who cannot pose as attorneys without violating 15 USC §§ 1692e and 1692e(3). *Avila v Rubin*, 84 F. 3d 222 (7th Cir 1996).

16. **Defendant KSN as a debt collector with specific knowledge** — Defendant KSN specializes in the law affecting communities with common properties (such as Loch Lomond lake subject to easement rights in this case), and knows or should know, with respect to the Class B Plaintiffs:

(a) As explained by Attorney SHIFRIN in a 2010 IICLE publication, in a manner consistent with the holding in *Lakeland Property Owners Association v. Larson*, 121 Ill.App.3d 805, 459 N.E.2d 1164, (Ill.App. 2nd Dist. 1984),

“In order to create a ... homeowners’ association, there must be a unanimous subscription to an underlying document by the owners of the property ...Anything less creates a “voluntary” association in which membership is not mandatory and rules are not enforceable against nonmembers.” (emphasis added)

— Attorney Jordan I. Shifrin of KOVITZ SHIFRIN NESBIT (*Illinois Condominium Law*, 10.6, IICLE 2010 edition)

(b) Accordingly, Defendant KSN knows or should know, that the mere use of the phrase “property owners association” in the name of a corporation in a 1957 Charter does not inherently indicate that the incorporated association is a mandatory-membership association known as a homeowners’ association or HOA, but may in fact indicate the existence of a voluntary-membership incorporated association whose membership eligibility is limited to property owners with easement rights to use common property, without being members of a HOA.

(c) Similarly, Defendant KSN knows or should know, that, where the 1957 Charter of an incorporated, nonprofit association does not contain the language mandated by 805 ILCS § 105/102.10(a)(7), that language used when a corporation is otherwise formed to operate

as a mandatory-membership association known as a HOA, no person has the authority to declare themselves as corporate officials without holding charter-required elections, or assert any special status as corporate officials, assess fees, physically control access to the lake to the detriment of nonpaying easement owners, or compel easement owners to be members of the incorporated association and impose debts upon them contrary to 720 ILCS 5/12-6.5. Additionally, in this case, persons with purported authority misrepresented the terms of the 1957 corporation's charter, falsely asserting that the corporation is a HOA of the type described in Treas Reg § 1.528-1, 1.528-1(c), and (d) In fact, in 2010, Attorney NESBIT and his KSN law firm declined an offer to attempt to collect \$188,000 from easement owners on behalf of persons with purported authority to represent the nonprofit corporation under the 1961 deed subject to the declared easement rights, because he knew that there were no covenants which could be used to compel easement owners to become members of the LLPOA, as the Association only owns the lake subject to their easement rights.

17. **Attorney RONALD J. KAPUSTKA** — The Plaintiffs are informed and believe and therefore allege that the name RONALD J. KAPUSTKA (KAPUSTKA) is both

(a) the name of an KSN attorney who has been identified on Defendant KSN's web site as an attorney who specializes in debt-collection activities as the "Lead Association Collection Attorney" at KSN and who "takes pride" in "helping associations establish and enforce aggressive collections policies" with a staff of non-attorneys who assist him in such efforts, and-

(b) one of the aliases used by KSN's non-attorney employees who regularly sign debt collection letters by affixing facsimile signatures of Attorney KAPUSTKA or other KSN

attorneys when they, the KSN attorneys, and the KSN firm want to convey the impression to the recipients that debt collection letters and other communications mailed by them were produced and written with “meaningful involvement” from KSN attorneys.

18. **Defendant KALMAN MANAGEMENT, INC. as a collection agent** – Defendant KALMAN MANAGEMENT, INC. (KALMAN) advertises its debt collection services on the internet and regularly fulfills the role of being a collection agent, and, in this case, acted as the enforcer of a purported security interest by controlling the entrance ways to the Loch Lomond; by sending repeated mailings to interfere with the easement access of nonpaying easement owners, and by accepting an assignment from Defendant KSN to collect \$106.00 in attorney fees from each easement owner who had not paid the attorney fees and other amounts demanded by Defendant KSN and its employees since its debt-collection letters were mailed to the Class B Plaintiffs in November 2016.

19. **The LLPOA** — In 1957, the LOCH LOMOND PROPERTY OWNERS ASSOCIATION (LLPOA) was incorporated as a voluntary-membership Illinois nonprofit corporation without shareholders or owners, by a mere 10 property owners out of the hundreds in the Loch Lomond Community in Mundelein, Illinois, for purposes other than to be a HOA or corporation to enforce covenants or maintain common property, and was incorporated as a voluntary-membership association, with membership eligibility limited to property owners in the Loch Lomond Community as described in its charter:

“To promote the civic, educational, patriotic, economic, social and charitable purposes of the community known as Loch Lomond; to bring together the members of said community to the end that the strength of their common efforts and unity will result in the greater benefit to all.” (Certificate # 8531)

20. **The LLPOA as an obligor in a 1961 third-party beneficiary agreement** — In 1961, the ARTHUR T. McINTOSH company, the developer of the Loch Lomond community, conveyed the Loch Lomond lake to the LLPOA under an agreement memorialized in a 1961 deed.

21. McINTOSH had created three separate subdivisions beginning in 1954 around a 75-acre lake for the exclusive benefit of those who purchased its lots with perpetual easement rights to use the lake and entrance-way parks.

22. Under the 1961 deed, the LLPOA accepted ownership of the lake subject to three separate pre-1957 covenants, as well as the perpetual easement rights of the Loch Lomond property owners, and a written promise to not dilute the easement rights of the property owners by allowing persons to use the lake other than the owners and occupants of the lots identified in the three subdivisions named in the deed.

23. **Attorney KATHERINE GRIFFITH** — The Plaintiffs are informed and believe and therefore allege that the name KATHERINE GRIFFITH (GRIFFITH) is both

(a) the name of a KSN attorney who was hired by the LLPOA (i) to act contrary to the obligation of the LLPOA to exclude ineligible persons, and (ii) to act contrary to the property rights of the easement owners by assisting the LLPOA in obstructing easement access and demanding annual payments from easement owners based upon false representations that the LLPOA is a mandatory-membership association known as a HOA; and

(b) the name of a non-attorney who acted actually drafted Document # 7241293 and recorded it with the Lake County Recorder of Deeds under the names of KATHERINE GRIFFITH and the Defendant KSN law firm after, *inter alia*, (i) falsely representing in

paragraph one that the nonprofit LLPOA has owners or stockholders (later identified as hundreds of lot owners in six separate subdivisions) and (ii) falsely representing the terms of the LLPOA's charter in paragraph four to misrepresent that the LLPOA was incorporated, like a bona fide HOA, to enforce covenants.

I. FIRST CAUSE OF ACTION

FDCPA Violations — False Representations that the Person or Persons Mailing Debt-Collection Letters is an Attorney

24. **Common facts and allegations** — Paragraphs 1(a), 2, 3(a), 5 through 9(a), 10, 11, 13, and 15 are incorporated by reference on behalf of the Class A Plaintiffs.

25. **Threats in the name of an attorney** — When mailing debt collection letters to the Class A Plaintiffs, Defendant KSN employed nonattorneys to assist with mailing debt collection letters and, according to information and belief, allowed such nonattorneys to misrepresent themselves as being attorneys by using realistic facsimile signatures, which was held to violate the FDCPA, and the Defendant KSN law firm did so in violation of

(a) 15 USC § 1692e(3), which prohibits the false representation or implication that any individual is an attorney or that any communication is from an attorney, and

(b) 15 USC § 1692e(9), which prohibits the use of any written communication which creates a false impression as to its source, authorization, or approval.

(c) 15 USC § 1692f, which prohibits using unfair or unconscionable means to collect or attempt to collect any debt.

26. In addition to similar debt collection letters mailed to other Class A Plaintiffs with false facsimile signatures, Defendant KSN mailed the attached Exhibit A to Plaintiff WAHLERT within the last 365 days to give the false impression that it was mailed by one of Defendant KSN's attorneys.

27. Exhibit B with a similar false facsimile signature was mailed by the Defendant KSN firm to MARTIN WITTRUCK (WITTRUCK) within the last 365 days to give the same false impression.

28. Exhibit C with a similar false facsimile signature was mailed by the Defendant KSN firm to SCOTT WAHLERT (S WAHLERT) within the last 365 days to give the same false impression.

29. Based upon information and belief, it is alleged that within the last 365 days, the Defendant KSN law firm mailed over 100 debt collection letters with similar realistic facsimile signatures to deceive other recipients that the letters were mailed from a KSN attorney.

II. SECOND CAUSE OF ACTION

FDCPA Violations — Law Firm's Unlawful Demands for Payments of Attorney Fees Contrary to the American Rule

30. **Common facts and allegations** — Paragraphs 1 through 17(a) are incorporated by reference on behalf of the Class B Plaintiffs.

31. **KSN's unlawful demands for pre-judgment attorney fees as alleged debts** — Within the last 365 days prior to the filing of this Complaint, as illustrated by Exhibits A, B, and C, Defendant KSN violated the FDCPA, by demanding payments of attorney fees without any basis in any agreement, statute, or court-made exception.

32. Defendants KSN, KAPUSTKA, and DOE I demanded \$106.00 as alleged debts described as attorney fees from each of the Class B Plaintiffs who had not paid the purported HOA dues demanded by Defendant KSN, and also threatened to collect more in attorney fees if the recipients of KSN letters refused to pay the demanded attorney fees, in violation of

(a) 15 USC § 1692e, which prohibits the use of any false, deceptive, or misleading representation or means in connection with the collection of any debt;

(b) 15 USC § 1692e(2)(A), which prohibits the false representation of the character, amount, or legal status of any debt;

(c) 15 USC § 1692e(5), which prohibits threatening to take any action that cannot legally be taken or that is not intended to be taken;

(d) 1692e(10), which prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt;

(e) 15 USC § 1692f, which prohibits using unfair or unconscionable means to collect or attempt to collect any debt; and

(g) 15 USC § 1692f(1), which prohibits the collection of any amount unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

33. **Document signed by adversaries of the LLPOA and the Class B Plaintiffs** — Defendant KSN cannot point to any statute or agreement by which the Class B Plaintiffs are obligated to pay the attorney fees demanded in KSN's debt collection letters, and the false document recorded at the Lake County Recorder of Deeds as Document # 7241293 purported to take away the Class B Plaintiff's property rights without their consent is not binding upon them because it was signed by two and only two persons who were acting as adversaries of both the LLPOA and them.

III. THIRD CAUSE OF ACTION

FDCPA Violations — Threats to Take Actions Which are Illegal and/or not Intended to be Taken

34. **Common facts and allegations** — Paragraphs 1 through 23 are incorporated by reference on behalf of the Class B Plaintiffs.

35. **KSN's threats to take actions which were illegal and not intended to be taken** — In each of the debt collection letters mailed to the Class B Plaintiffs in November 2016, Defendant KSN and the KSN employees who used the facsimile signature of Attorney

KAPUSTKA, demanded that the letter recipients pay or arrange to pay attorney fees plus disputed HOA fees based upon the false debt instrument created and recorded by one or more of KSN employees, they wrote, “If you do neither of these things by [DATE], I will be entitled to initiate legal proceedings against you ...”, while in fact having no legal right or intention to initiate legal proceedings, in violation of

(a) 15 USC § 1692e(5), which prohibits threatening to take any action that cannot legally be taken or that is not intended to be taken; and

(b) 15 USC § 1692f, which prohibits using unfair or unconscionable means to collect or attempt to collect any debt.

36. **Admission by conduct** — In January 2017, after not receiving the amounts demanded in its debt collection letters, and without initiating any of its threatened “legal proceedings” against nonpaying easement owners, Defendant KSN assigned the collection of the demanded attorney fees and other demanded amounts to co-Defendant KALMAN, which advertises its collection activities on its web site, and who likewise made written demands on or about January 31, 2017 for the payments of \$106.00 in attorney fees from each of the nonpaying easement owners. (Exhibit D).

37. **Further admission by conduct** — During the passage of a year since making the November 2016 threats to initiate legal proceedings against nonpaying easement owners, which it knew and still knows would be without legal justification, Defendant KSN, as of the date of the filing of this complaint, has not initiated even one of its threatened actions against the Class B Plaintiffs.

IV. FOURTH CAUSE OF ACTION

FDCPA Violations — Misrepresentations
as to the Alleged Creditor’s Identity

38. **Common facts and allegations** — Paragraphs 1 through 23 are incorporated by reference on behalf of the Class B Plaintiffs.

39. **KSN's false representations as to its client** — In November 2016, when Defendant KSN mailed debt collection letters to the Class B Plaintiffs, it knowingly chose to represent persons who had wrongfully assumed the purported authority of the LLPOA, and contrary to the property rights of its client, the LLPOA, as set forth in the LLPOA's 1957 charter, including the right to limit membership eligibility, as well as its 1961 deed which sets forth the right to limit lake usage to the easement owners.

40. Defendant KSN did so in each of the debt collection letters mailed to the Class B Plaintiffs in November 2016, which contained the misrepresentation that it was seeking to collect debts on behalf of the incorporated voluntary-membership association lake owner known as the LLPOA, in violation of

(a) 15 USC § 1692e(9), which prohibits creating a false impression as to the debt collection letters' source, authorization, or approval, and

(b) 15 USC § 1692f, which prohibits using unfair or unconscionable means to collect or attempt to collect any debt.

41. **2010 efforts to hire the KSN firm as a debt collector** — As early as 2010, as evidenced by the purported officials' of the LLPOA attempts to hire Attorney Nesbit and his KSN firm to collect approximately \$188,000 in so-called back dues from easement owners, (a) Defendant KSN became aware that certain persons who claimed to be corporate officials of the LLPOA intended to act in a manner contrary to covenants for one or more subdivisions identified in the LLPOA's 1961 deed and (b) KSN, by and through Attorney Nesbit, informed them, *inter alia*, that he and his firm could not undertake collection efforts unless and until they

obtained the consent of the easement owners to change the applicable covenants and take the proper steps to convert the voluntary-membership LLPOA to a mandatory-membership HOA.

42. **Initial 2010 absence of fraudulent actions on the part of KSN** — In 2010, based upon information and belief, it is alleged that Attorney Nesbit did not tell the persons claiming to be representatives of the LLPOA that they could expand their territory to collect money from lot owners in six subdivisions by falsely representing that the six subdivisions constituted in fact one subdivision by recording a fraudulent document without authority contrary to the terms of the LLPOA's 1957 charter and its 1961 deed, as KSN's Attorney GRIFFITH subsequently did on October 22, 2015.

43. **2013 hiring of Attorney GRIFFITH** — In 2013, certain unelected persons who intended to act as corporate officials on behalf of a fraudulent HOA hired KSN Attorney GRIFFITH to act on behalf of the LLPOA for purposes of expanding their territory to six subdivisions and perpetuating a scheme described in a June 24, 2013 letter to Attorney NESBIT and his KSN law firm from Plaintiff WAHLERT.

44. Those unelected persons acted without authority, and there was never any enforceable, binding and mandatory HOA created, attendant to the hiring of Attorney GRIFFITH.

45. **Attorney GRIFFITH's knowledge that persons claiming to be corporate officials were not elected** — In an October 5, 2013 neighborhood meeting at a Mundelein firehouse, while Attorney GRIFFITH was sitting at the front of the room with unelected persons who were pretending to be LLPOA officials, she was specifically informed by Plaintiff WAHLERT that the persons sitting with her were not duly-elected in a charter-required election

and she was in a position to observe that not one of the persons sitting with her denied that accusation.

46. **Attorney GRIFFITH's use of a bait-and-switch scheme** — In 2013 and thereafter, KSN Attorney GRIFFITH assisted those unelected persons claiming to be LLPOA officials by using a bait-and-switch scheme whereby (a) she or her non-attorney ghostwriter drafted one document for circulation and approval beginning in 2013 among the property owners in the vicinity of the Loch Lomond lake that referred exclusively to the term “subdivision” in the singular, without disclosing that she intended to thereafter record an altered version, (b) which she did on October 22, 2015 (Document # 7241293), with a previously undisclosed attachment that referred to six separate subdivisions and the approximately 601 lots within them.

47. **Illinois law dealing with forgeries** — Under 720 ILCS § 5/17-3 dealing with forgeries, subsection c-5 defines false document as including, “but is not limited to, a document whose contents are false in some material way, or that purports to have been made by another or at another time, or with different provisions, or by authority of one who did not give such authority.”

48. **Purported real property transfers without authority** — The recorded 2015 document for the benefit of unelected persons claiming to be LLPOA officials, which was signed by two and only two persons, is a false document cognized as a forgery under Illinois law, because it purported to convey real property rights to lot owners in three subdivisions outside of the Loch Lomond Community identified in the LLPOA's 1961 deed and was signed by persons who had no authority to make such transfers.

49. **Purported imposition of debt obligations without authority** — The recorded 2015 document made for the benefit of unelected persons claiming to be corporate officials of a

fraudulent HOA, is a false document and forgery created out of whole cloth, to give those unelected persons cover for continuing with their frauds, because it misrepresents the terms of the LLPOA's 1957 charter.

50. Specifically, it misrepresents the 1957 charter to give the false impression that the LLPOA was incorporated as a mandatory HOA to enforce covenants in a manner consistent the type described in Treas Reg § 1.528-1 and 1.528-1(c), whereas the plain language of the LLPOA's 1957 charter shows that it was not incorporated to enforce the covenants for any subdivision or any combination of the six separate subdivisions identified in the attachment to the 2015 document.

51. **Defendant KSN's knowledge** — At the time when Defendant KSN mailed the debt collection letters to the Class B Plaintiffs, it knew that it had lacked authority to represent the LLPOA, after being informed and knowing that the LLPOA's charter requires the annual election of its officials.

52. Further, Defendant KSN possessed the knowledge that no unincorporated organization has the right to appoint some of its leaders to be purported corporate officials for the purpose of exercising domain over property owned by a nonprofit corporation.

53. Further, after twice being informed in 2013 (in a May 13, 2010 letter and at an October 5, 2013 meeting) that unelected persons who met with KSN in the name of the LLPOA were not elected in charter-required elections but rather held themselves out as LLPOA officials, Defendant KSN's Attorney GRIFFITH knowingly used a fraudulent bait-and-switch technique to prepare two separate documents for the purposes of acting contrary to the property rights of its putative client, the LLPOA.

54. All this was done by KSN and GRIFFITH with the knowledge that it was contrary to the LLPOA's deed, its covenants referenced in the deed, and its charter.

V. FIFTH CAUSE OF ACTION

FDCPA Violation — Use of False Debt Instrument As Unlawful Means to Collect Debts

55. **Common facts and allegations** — Paragraphs 1 through 23, and paragraphs 39 through 54, are incorporated by reference on behalf of the Class B Plaintiffs.

56. **KSN's knowing use of false debt instrument** — Defendant KSN, through the actions of its employee Attorney GRIFFITH, which it ratified, knowingly created and recorded a false document (720 ILCS § 5/17-3) as both a debt instrument and a continuing “assessment” lien for the purposes of unlawfully interfering with the property rights of easement owners as wrongful means to compel them to be members of an association which owns a private lake contrary of the prohibitions of 720 ILCS § 5/32-13 and 720 ILCS § 5/12-6.5, and as a means to collect disputed debts in violation of

(a) 15 USC § 1692d(1) which prohibits debt collectors from using or threatening to use any criminal means to harm the property of any person.

(b) 15 USC § 1692f, which prohibits using unfair or unconscionable means to collect or attempt to collect any debt.

57. **Admission by conduct while making continued assertions of debts** — On or about March 9, 2017, in letters mailed by Defendant KSN to attorneys that were hired to defend the debt claims asserted against the Class B Plaintiffs, which were also signed with facsimile signatures of KSN's Attorney KAPUSTKA to give the false impression that they were produced by him instead of a non-attorney, the (unknown) author wrote:

“While the LLPOA considers the assessments due and owing from each and every owner in the LLPOA, it has directed our office to put the collection of this debt on hold for the time being while the Board considers its options in proceeding.”

59. **Continuing efforts to collect alleged debts** — Notwithstanding such statements, Defendant KSN continued to utilize the services of its collection agent, co-Defendant KALMAN, to continue to mail its own collection letters in efforts collect \$106.00 as attorney fees from nonpaying easement owners, plus other amounts demanded in KSN's debt-collection letters, and KSN retained the benefits of the fraudulent "assessment" lien created and recorded by Attorney GRIFFITH and KSN without removing or correcting it.

VI. SIXTH CAUSE OF ACTION

FDCPA Violations — Use of Collection Agent to do and/or Threaten to do What KSN Could Not Legally do

60. **Common facts and allegations** — Paragraphs 1 through 23, and paragraphs 39 through 54, are incorporated by reference on behalf of the Class B Plaintiffs.

61. **KSN's authorization of agent's subsequent illegal collection efforts** — At a time within 365 days prior to the filing of this complaint, when Defendant KSN knew it could neither lawfully directly or indirectly engage in collection activities, and at a time when it was frustrated in its efforts to collect money from some nonpaying easement owners, Defendant KSN transmitted the names of the nonpaying easement owners to Defendant KALMAN.

62. Co-Defendants KSN and KALMAN were working together as mutual agents in a joint enterprise to accomplish the same goals, so that Defendant KALMAN could mail collection letters to the nonpaying easement owners on or about January 31, 2017 in order to **(a)** demand payments of the \$106.00 in pre-judgment attorney fees which were added to the alleged debts contrary to the American Rule in November 2016; **(b)** demand payment of disputed HOA fees which Defendant KSN also demanded but could not lawfully collect, and **(c)** remind the nonpaying easement owners that lake access was controlled by Defendant KALMAN, who could and did in fact exercise the power to obstruct lake access as a prohibited nuisance in violation of

720 ILCS 5/47-5(5) and would not issue “Beach tags, boat stickers, key cards” to the electronic locks to the entrance way gates until all demanded amounts were paid, in violation of

- (a) 15 USC § d(1) which prohibits debt collectors from using or threatening to use any criminal means to harm the property of any person;
- (b) 15 USC § 1692e, which prohibits the use of any false, deceptive, or misleading representation or means in connection with the collection of any debt;
- (c) 15 USC § 1692e(2)(A), which prohibits the false representation of the character, amount, or legal status of any debt;
- (d) 15 USC § 1692e(5), which prohibits threatening to take any action that cannot legally be taken or that is not intended to be taken;
- (e) 1692e(10), which prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt;
- (f) 15 USC § 1692f, which prohibits using unfair or unconscionable means to collect or attempt to collect any debt;
- (g) 15 USC § 1692f(1), which prohibits the collection of any amount unless such amount is expressly authorized by the agreement creating the debt or permitted by law; and
- (g) 15 USC § 1692f(6)(A), which prohibits taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if there is no present right to possession of the property claimed as collateral through an enforceable security interest.

VII. SEVENTH CAUSE OF ACTION

FDCPA Violations — Use of Collection Agent to Threaten to use Violence and “Reasonable Force” to Remove Nonpaying Easement Owners from Their Homes

63. **Common facts and allegations** — Paragraphs 1 through 23, and paragraphs 39 through 59, are incorporated by reference on behalf of the Class B Plaintiffs.

64. **KSN’s authorization of agent’s illegal threats to use “reasonable force”** — At a time, within the last 365 days prior to the filing of this complaint, when Defendant KSN knew it could not lawfully, directly nor indirectly, threaten to take possession of the residences of the nonpaying easement owners based upon their refusal to pay the amounts demanded in its November 2016 collection letters and the forgery recorded on 10/22/2015, Defendant KSN further authorized Defendant KALMAN, implicitly or explicitly, to mail additional collection letters.

65. Those letters contained photocopies of Article VI, Section 7 of the false document especially created and recorded on 10/22/2015 by Defendant KSN, and purported to (a) demand payments of the \$106.00 in attorney fees which were added to the alleged debts contrary to the American rule on or about the same dates when Defendant KSN mailed its debt collection letters (b) demand payments of disputed HOA fees which Defendant KSN also demanded, but could not lawfully collect, and, instead of merely threatening to obstruct easement access, threatened to use “reasonable force” to remove nonpaying easement owners from their homes in violation of

(a) 15 USC § d(1) which prohibits debt collectors from using or threatening to use violence or any criminal means to harm the physical person or property of any person.

(b) 15 USC § 1692e, which prohibits the use of any false, deceptive, or misleading representation or means in connection with the collection of any debt;

(c) 15 USC § 1692e(2)(A), which prohibits the false representation of the character, amount, or legal status of any debt;

(d) 15 USC § 1692e(5), which prohibits threatening to take any action that cannot legally be taken or that is not intended to be taken;

(e) 1692e(10), which prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt;

(f) 15 USC § 1692f, which prohibits using unfair or unconscionable means to collect or attempt to collect any debt; and

(g) 15 USC § 1692f(1), which prohibits the collection of any amount unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

VIII. EIGHTH CAUSE OF ACTION

Tortious Interference

66. **Common facts and allegations** — Paragraphs 1 through 23, and paragraphs 39 through 59, are incorporated by reference on behalf of the Class B Plaintiffs.

67. At all times relevant, and prior to Defendants' restricting access and collection efforts, WAHLERT and the Class B Plaintiffs had a valid expectancy, as easement owners, and as third-party beneficiaries of the 1961 deed from McINTOSH to the LLPOA to the Loch Lomond lake property, subject to expressly declared, perpetual pre-1957 easement rights (Exhibit E).

68. At all times relevant, and prior to Defendants' restricting access and collection efforts, the Defendants knew of that legitimate expectancy and all contracts and conveyances pertinent thereto, including the 1957 Charter and the 1961 Deed.

69. That, in violation of the aforementioned, the Defendants have intentionally interfered with WAHLERT's and the Class B Plaintiffs' legitimate expectancy of free and unencumbered lake access, causing a breach or termination of their legitimate expectancy and interfering with their relationship to the Charter and Deed discussed supra.

70. The Defendants' interference has damaged WAHLERT and the Class B Plaintiffs, both financially and by denying them the quiet enjoyment of their easement rights and incurring substantive costs and burdens of contesting Defendants' wrongful conduct.

71. At no time did Defendants have any legal justification whatsoever to attempt to charge Plaintiffs assessment fees, to restrict lake access or to deny to Plaintiffs the quiet enjoyment of their easement rights.

I

XI. NINTH CAUSE OF ACTION

Trespass Upon an Easement

72. **Common facts and allegations** — Paragraphs 1 through 23, and paragraphs 39 through 59, are incorporated by reference on behalf of the Class B Plaintiffs.

73. At all times relevant, WAHLERT and the Class B Plaintiff were the owners of an easement to Loch Lomond and had the right of use of their easement, including any use that was reasonably necessary for full enjoyment of the premises.

74. Defendants, by imposing unlawful fees, restricting access, and making harassing collection efforts, have caused WAHLERT and the Class B Plaintiffs aggravation, time and effort, as well as pecuniary injuries, and have unreasonably deprived WAHLERT and the Class B Plaintiffs of the quiet enjoyment of their property.

74. Defendants, because of the forgoing, have committed Trespass upon the Easement owned by WAHLERT and the Class B Plaintiffs.

WHEREFORE, Plaintiffs ask that this Court enter judgment in their favor, against Defendants and award the following:

- (A) Statutory damages as provided under the FD CPA, 15 U.S.C. § 1692k;

- (B) Actual damages in an amount to be proven at trial;
- (C) Punitive or exemplary damages;
- (D) Reasonable attorney's fees, litigation expenses and costs incurred in bringing this action;
- (E) An Order enjoining Defendants from restricting access to Loch Lomond, seeking fees, or otherwise impeding the use and enjoyment of the Defendants' Easements;
- (F) Any other relief that this Court deems appropriate and just under the circumstances.

Plaintiff Demands A Trial By Jury

Respectfully submitted,

By: /s/ Lance A. Raphael
One of Plaintiffs' Attorneys

Lance A. Raphael
Consumer Advocacy Center, P.C.
180 West Washington, Suite 700
Chicago, IL 60602
(312) 782-5808

Christopher Kruger
Werner Gruber
KRUGER & GRUBER, LLP
500 N. Michigan Ave. Suite 600
Chicago, IL 60611
(773) 663-4949

DOCUMENT PRESERVATION DEMAND

Plaintiff hereby demands that the Defendants take affirmative steps to preserve all recordings, data, documents, and all other tangible things that relate to Plaintiff, the events described herein, any third party associated with any telephone call, campaign, account, sale or file associated with Plaintiff, and any account or number or symbol relating to them. These materials are likely very relevant to the litigation of this claim. If any Defendant is aware of any third party that has possession, custody, or control of any such materials, Plaintiff demands that Defendant request that such third party also take steps to preserve the materials. This demand shall not narrow the scope of any independent document preservation duties of the Defendants.

By: /s/ Lance A. Raphael

EXHIBIT A

COLLECTION LETTER TO PLAINTIFF J. WAHLERT

DATED NOVEMBER 7, 2017



175 North Archer | Mundelein, IL 60060 T 847.537.0983 | F 847.537.9311
collections@ksnlaw.com

November 7, 2016

Jerome Guy Wahlert and Virginia K Wahlert
1303 Dunleer Drive
Mundelein, IL 60060

SUBJECT: Loch Lomond Property Owners Association
OUR FILE #: CLOC001-61075

Dear Jerome Guy Wahlert and Virginia K Wahlert:

We have been retained by the Loch Lomond Property Owners Association to collect from you the entire balance, which as of November 1, 2016 was \$3,062.50, pursuant to the attachment, plus attorneys fees of \$106.00 for a total of **\$3,168.50** that you owe to the Loch Lomond Property Owners Association. If you want to resolve this matter without a lawsuit, you must, by December 1, 2016, either pay our office for the debt owed to the Loch Lomond Property Owners Association of **\$3,168.50**, or call us and work out arrangements for payment. If you do neither of these things by December 1, 2016, I will be entitled to initiate legal proceedings against you, for the collection of this debt.

Federal law gives you thirty days after you receive this letter to dispute the validity of the debt or any part of it. If you don't dispute it within that period, I'll assume that it's valid. If you do dispute it by notifying me in writing to that effect I will, as required by the law, obtain and mail to you proof of the debt. And if, within the same period, you request in writing the name and address of your original creditor, if the original creditor is different from the current creditor, I will furnish you with that information too.

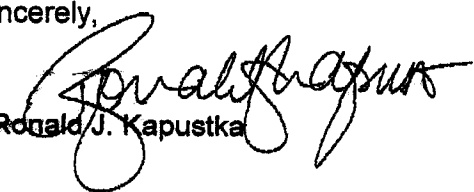
The law does not require me to wait until the end of the thirty-day period before proceeding to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this letter, the law requires me to suspend my efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Pursuant to the Declaration of and/or rules and regulations for the Association, you will also be responsible for the payment of all late charges and legal fees and costs incurred by the Association.

Kindly submit payment in full or advise us of your intentions or questions. Please remit all payments to our Mundelein office, payable to the Association. Payments can either be mailed or accepted at our office between the hours, 9 a.m. to 5 p.m., Monday through Friday.

THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR
THAT PURPOSE.

Sincerely,


Ronald J. Kapustka

cc: Board of Directors

If you need to contact this office to discuss this matter, you may email Lisa Mariscal at lmарiscal@ksnlaw.com or call 847.537.0983

EXHIBIT B

COLLECTION LETTER TO PLAINTIFF WITTROCK

DATED NOVEMBER 7, 2017



KOVITZ
SHIFRIN
NESBIT

175 North Archer | Mundelein, IL 60060 T 847.537.0983 | F 847.537.9311
collections@ksnlaw.com

November 7, 2016

~~Martin Wittrock~~ and Beth Wittrock
1092 Highland Road
Mundelein, IL 60060

SUBJECT: Loch Lomond Property Owners Association
OUR FILE #: CLOC001-61076

Dear Martin Wittrock and Beth Wittrock:

We have been retained by the Loch Lomond Property Owners Association to collect from you the entire balance, which as of November 1, 2016 was \$3,062.50, pursuant to the attachment, plus attorneys fees of \$106.00 for a total of **\$3,168.50** that you owe to the Loch Lomond Property Owners Association. If you want to resolve this matter without a lawsuit, you must, by December 1, 2016, either pay our office for the debt owed to the Loch Lomond Property Owners Association of **\$3,168.50**, or call us and work out arrangements for payment. If you do neither of these things by December 1, 2016, I will be entitled to initiate legal proceedings against you, for the collection of this debt.

Federal law gives you thirty days after you receive this letter to dispute the validity of the debt or any part of it. If you don't dispute it within that period, I'll assume that it's valid. If you do dispute it by notifying me in writing to that effect I will, as required by the law, obtain and mail to you proof of the debt. And if, within the same period, you request in writing the name and address of your original creditor, if the original creditor is different from the current creditor, I will furnish you with that information too.

The law does not require me to wait until the end of the thirty-day period before proceeding to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this letter, the law requires me to suspend my efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Pursuant to the Declaration of and/or rules and regulations for the Association, you will also be responsible for the payment of all late charges and legal fees and costs incurred by the Association.

Kindly submit payment in full or advise us of your intentions or questions. Please remit all payments to our Mundelein office, payable to the Association. Payments can either be mailed or accepted at our office between the hours, 9 a.m. to 5 p.m., Monday through Friday.

THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR
THAT PURPOSE.

Sincerely,


Ronald J. Kapustka

cc: Board of Directors

If you need to contact this office to discuss this matter, you may email Lisa Mariscal at lmарiscal@ksnlaw.com or call 847.537.0983

EXHIBIT C

COLLECTION LETTER TO PLAINTIFF S. WAHLERT

DATED NOVEMBER 7, 2017



**KOVITZ
SHIFRIN
NESBIT**

175 North Archer | Mundelein, IL 60060 T 847.537.0983 | F 847.537.9311
collections@ksnlaw.com

November 7, 2016

Scott M Wahlert
963 Dunbar Road
Mundelein, IL 60060

SUBJECT: Loch Lomond Property Owners Association
OUR FILE #: CLOC001-61077

Dear Scott M Wahlert:

We have been retained by the Loch Lomond Property Owners Association to collect from you the entire balance, which as of November 1, 2016 was \$3,465.00, pursuant to the attachment, plus attorneys fees of \$106.00 for a total of **\$3,571.00** that you owe to the Loch Lomond Property Owners Association. If you want to resolve this matter without a lawsuit, you must, by February 1, 2016, either pay our office for the debt owed to the Loch Lomond Property Owners Association of **\$3,571.00**, or call us and work out arrangements for payment. If you do neither of these things by February 1, 2016, I will be entitled to initiate legal proceedings against you, for the collection of this debt.

Federal law gives you thirty days after you receive this letter to dispute the validity of the debt or any part of it. If you don't dispute it within that period, I'll assume that it's valid. If you do dispute it by notifying me in writing to that effect I will, as required by the law, obtain and mail to you proof of the debt. And if, within the same period, you request in writing the name and address of your original creditor, if the original creditor is different from the current creditor, I will furnish you with that information too.

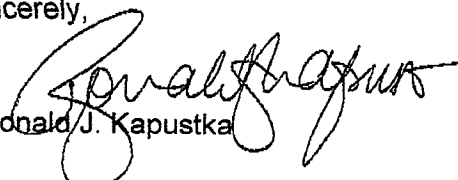
The law does not require me to wait until the end of the thirty-day period before proceeding to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this letter, the law requires me to suspend my efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Pursuant to the Declaration of and/or rules and regulations for the Association, you will also be responsible for the payment of all late charges and legal fees and costs incurred by the Association.

Kindly submit payment in full or advise us of your intentions or questions. Please remit all payments to our Mundelein office, payable to the Association. Payments can either be mailed or accepted at our office between the hours, 9 a.m. to 5 p.m., Monday through Friday.

THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR
THAT PURPOSE.

Sincerely,


Ronald J. Kapustka

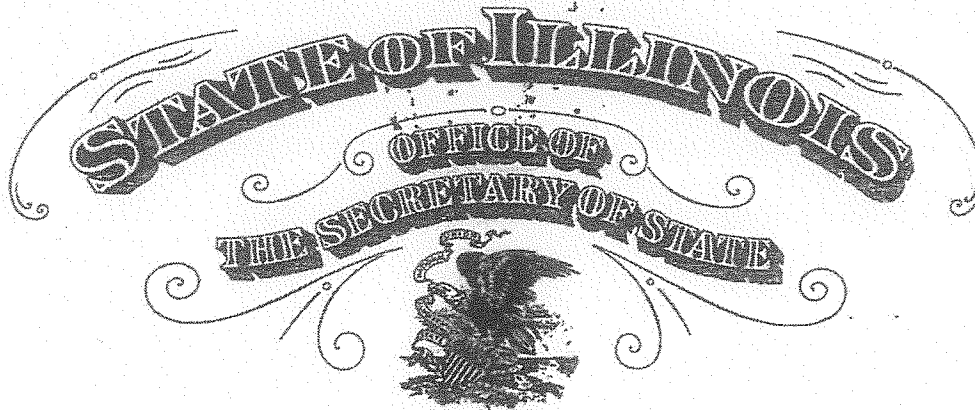
cc: Board of Directors

If you need to contact this office to discuss this matter, you may email Lisa Mariscal at lmарiscal@ksnlaw.com or call 847.537.0983

EXHIBIT D

1957 CHARTER FOR “LAKE LOMOND PROPERTY OWNERS ASSOCIATION”

Certificate Number 8531



To all to whom these Presents Shall Come, Greeting:

Whereas, *Articles of Incorporation, duly signed, and verified, of*

LOCH LOMOND PROPERTY OWNERS ASSOCIATION

have been filed in the Office of the Secretary of State, on the 2nd day of August A. D. 1951, as provided by the "GENERAL NOT FOR PROFIT CORPORATION ACT" of Illinois, approved July 17, 1943, in force January 1, A. D. 1944;

Now Therefore, I, CHARLES F. CARPENTIER, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this Certificate of Incorporation, and attach thereto a copy of the Articles of Incorporation of the aforesaid corporation.

In Testimony Whereof, Thereto, set my hand and cause to be affixed the Great Seal of the State of Illinois

Done at the City of Springfield, this 2nd day of August A. D. 1951 and of the Independence of the United States the one hundred and 82nd.

Charles F. Carpentier

SECRETARY OF STATE

(SEAL)



Filing Fee \$10.00

FORM NP-1

**ARTICLES OF INCORPORATION
UNDER THE
GENERAL NOT FOR PROFIT CORPORATION ACT**

(These Articles Must Be Filed in Duplicate)

(Do Not Write in This Space)

Date Paid 8-2-57

Filing Fee : 10.00

Clark MM

To CHARLES F. CARPENTIER, Secretary of State, Springfield, Illinois.

1971 16

We, the undersigned,

(Not less than three)

Name	Number	Street	City	State
<u>George D. Schulze</u> George D. Schulze	870	Lucerne	Mundelein	Illinois
<u>Mrs. Mary Petersen</u> Mrs. Mary Petersen	772	Dublin Dr.	Mundelein	Illinois
<u>James W. Spaulding</u> James W. Spaulding	745	N. Firth Rd.	Mundelein	Illinois

being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

- The name of the corporation is: Loch Lemond Property Owners Association
- The period of duration of the corporation is: perpetual.
(Please state "perpetual" or a definite number of years)
- The address of its initial Registered Office in the State of Illinois is: 772 Dublin Drive
in the Village of Mundelein (County) County of Lake
(Cons)
the name of its initial Registered Agent at said Address is: Mrs. Mary Petersen
- The first Board of Directors shall be ten (10) in number, their names and addresses being as follows:
(Not less than three)

Name	Street	Address City	State
George D. Schulze	870 Lucerne	Mundelein	Illinois
Mrs. Mary Petersen	772 Dublin Dr.	Mundelein	Illinois
James W. Spaulding	745 N. Firth Rd.	Mundelein	Illinois
Richard K. Ersk	947 Ridgeland	Mundelein	Illinois
Robert H. Allen	1067 Brasburn	Mundelein	Illinois
Robert G. Altman	1107 Middlethian	Mundelein	Illinois
Donald Herten	314 Banbury	Mundelein	Illinois
W. L. Adams	955 Lucerne Ct.	Mundelein	Illinois
Fred Pacholka	571 Killarney Pass	Mundelein	Illinois
John Belle	562 Dublin Dr.	Mundelein	Illinois

- The purpose or purposes for which the corporation is organized are: To promote the civic, educational, patriotic, economic, social and charitable purposes of the community known as Loch Lemond; to bring together the members of said community to the end that the strength of their common efforts and unity will result in the greater benefit to all.

PAID
AUG 2 1957
Clerk of State

(OVER)

6. In order to vote or hold office, a property owner's yearly dues must be paid by the time the annual meeting is called to order.

(NOTE: Any special provision authorized or permitted by statute to be contained in the Articles of Incorporation, may be inserted above.)

(INCORPORATORS MUST SIGN BELOW)

George D. Schulze
Mary C. Peterson
James W. Spaulding } Incorporators

ACKNOWLEDGMENT

STATE OF ILLINOIS,

County of Lake ss.

I, Mladys Dolph, a Notary Public do hereby certify that on the 13th day of July, 1957, George D. Schulze, Mrs. Mary Peterson, and James W. Spaulding (Names of Incorporators)

personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

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

PLACE (NOTARIAL SEAL) HERE

MY COMMISSION EXPIRES SEPT. 16, 1958.

Mladys Dolph
Notary Public

3714 316811

FORM NP-1

ARTICLES OF INCORPORATION

under the

GENERAL NOT FOR PROFIT

CORPORATION ACT

of

FILED

AUG 2 1957

Charles S. Coffey
Secretary of State.

(These Articles Must Be Encountered and Filed in Duplicate)

Filing Fee \$10.00

6728-20M-11-50 3

EXHIBIT E

1961 DEED FROM ARTHUR T. McINTOSH,
CONVEYING LAKE TO LOCH LOMOND
PROPERTY OWNERS ASSOCIATION

THIS INDENTURE, made this 4th day of August, A. D. 1961, between ARTHUR T. MCINTOSH & COMPANY, a corporation created and existing under and by virtue of the laws of the State of Delaware, and duly authorized to transact business in the State of Illinois, as Grantor, and LOCH LOMOND PROPERTY OWNERS ASSOCIATION, a not for profit corporation organized and existing under and by virtue of the laws of the State of Illinois and having its principal office in the Village of Mundelein, County of Lake and State of Illinois, as Grantee,

Witnesseth:

WHEREAS the Grantor is the owner of a certain private lake (hereinafter referred to as the "Lake") which is designated by the name of "Loch Lomond" on the plats of subdivision known as Loch Lomond, Loch Lomond Unit No. 2 and Loch Lomond Unit No. 3, heretofore recorded in the office of the Recorder of Deeds of Lake County, Illinois, as Documents numbered 820686, 903400 and 868693, respectively, reference to which plats of subdivision is hereby made for the location and the limits of said Lake; and

WHEREAS the Grantor is also the owner of a certain private park (hereinafter referred to as "Lomond Park") being designated by that name on the aforesaid plat of subdivision known as Loch Lomond, reference to which plat of subdivision recorded as Document 820686, as aforesaid, is hereby made for the location and the limits of said Lomond Park; and

WHEREAS the Grantor is also the owner of a second private park (hereinafter referred to as "Lomond Park No. 2") being designated by that name on the aforesaid plat of subdivision known as Loch Lomond Unit No. 2, reference to which plat of subdivision recorded as Document 903400, as aforesaid, is hereby made for the location and limits of said Lomond Park No. 2; and

WHEREAS the Grantor subsequent to the recording of each of the aforesaid plats of subdivision executed certain declarations of restrictions and ease-

BOOK 1876 PAGE 530

ments pertaining to the lots and parcels of real estate in each such subdivision, including the Lake, Lomond Park and Lomond Park No. 2, which said declarations of restrictions and easements have been recorded in the office of the Recorder of Deeds of Lake County, Illinois as Documents numbered 822721, 903401 and 874973, respectively; and

WHEREAS each such declaration of restrictions and easements reserves to the Grantor the right at any time to convey the Lake, Lomond Park and Lomond Park No. 2 to any association or group of property owners organized for the purposes of acquiring and holding title to said Lake, Lomond Park and Lomond Park No. 2; and

WHEREAS the Grantee is an association of property owners organized for the purpose of holding title to the Lake, Lomond Park and Lomond Park No. 2, and has requested that the Grantor convey said Lake, Lomond Park and Lomond Park No. 2 to the Grantee.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and pursuant to authority given by the Board of Directors of the Grantor, does hereby convey and quit claim unto the Grantee all interest in the Lake, Lomond Park and Lomond Park No. 2, all as bounded and described in the plats of subdivision recorded in the office of the Recorder of Deeds of Lake County, Illinois, as Documents numbered 820686, 903400 and 890993, respectively, subject, however, to (a) general taxes for the year 1961 and subsequent years; (b) the restrictions, rights and easements declared, granted and reserved in the declarations of restrictions and easements recorded in the office of the Recorder of Deeds of Lake County, Illinois, as Documents numbered 822721, 903401 and 874973, respectively; and (c) the conditions and reservations hereinafter by this instrument created.

It is a express condition of the conveyance of the above-described premises that the Grantor or its successor shall have the right to re-enter and take

possession of said premises and to hold, own and possess the same in the same manner and to the same extent as if this conveyance had never been made upon the happening or suffering of either, any or all of the following events or contingencies, and provided the Grantor or its successor shall then be the owner of, or have an interest in, one or more of the lots or parcels of real estate in any of the aforesaid three subdivisions: (i) if the Grantee shall attempt to sell, convey, mortgage, lease or otherwise dispose of said premises, or any part or parts thereof; (ii) if the Grantee shall cease its corporate activities or surrender or forfeit its corporate franchise, or abandon said premises, or any part or parts thereof; (iii) if the Grantee shall fail to pay any general real estate taxes, special assessments or other charges imposed upon or assessed against said premises, or any part or parts thereof; (iv) if any creditor or creditors of the Grantee shall seek to subject said premises, or any part or parts thereof, to their claim; or (v) if the Grantee shall authorize or permit the use of said premises, or any part or parts thereof, by any person or persons other than the owners and occupants of the lots and parcels of real estate described in the declarations of restrictions and easements recorded as Documents numbered 822721, 903401 and 874973, as aforesaid.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Asst. Secretary this 4th day of August, 1961.

Arthur T. McIntosh & Company

By: [Signature]
Vice President

Attest:

[Signature]
Asst. Secretary

1876 531

BOOK 1876 PAGE 532

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Hilding N. Johnson, personally known to me to be the Vice President of Arthur T. McIntosh & Company, a corporation, and Charles R. Howland, personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Asst. Secretary, they signed and delivered the said instrument as Vice President and Asst. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of August, 1961.



Commission expires October 27, 1964, 1961

Omar C. Groves
Notary Public

*Wm. J. ...
Bennett, ...
Bentley & ...
120 South ...
Chicago 3, Ill.*

Book of Deeds } ss. No. 1118144
County of Cook }
Filed for record in Recorder's Office

AUG -9 1961 - 3 02 PM

recorded in Book 1876
of RECORDS Page 5329

Frank P. ...

*No Revenue stamps
Required.*

GROUP EXHIBIT F

PRE-1957 COVENANTS GRANTING EASEMENT
RIGHTS IN PERPETUITY TO LOT PURCHASERS

BLOCK 1243 PAGE 84

DECLARATION OF RESTRICTIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, ARTHUR T. McINTOSH & COMPANY, a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, is the owner of each and every lot and parcel of real estate in Loch Lomond, being a subdivision of part of Section 24, Township 44 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois, which subdivision is hereinafter for convenience referred to as the "Subdivision"; and

WHEREAS, the undersigned is also the owner of certain additional real estate, being the real estate hereinafter described and hereinafter for convenience sometimes referred to as the "McIntosh Acreage"; and

WHEREAS, the plat of the Subdivision, recorded in the Office of the Recorder of Deeds of Lake County, Illinois on April 7, 1954 as Document 820686, includes a body of water designated thereon as "Loch Lomond", which body of water constitutes only a portion of an entire private lake and channel known and described by that name (which is hereinafter referred to as the "Lake"), the remainder of which Lake is situated upon the McIntosh Acreage and is yet unplatted, and the exact location and limits of which are to be as fixed in any plat or plats of the McIntosh Acreage hereafter filed by the undersigned, or its successors or assigns; and

WHEREAS, it is the intention and desire of the undersigned that the Subdivision be developed into a protected community of homes, and in furtherance of such intention and desire it is the present purpose of the undersigned hereby to create a plan of development of the Subdivision and to fix and establish certain restrictions with respect thereto and also to declare, grant and reserve certain easements as hereinafter set forth;

BOOK 124J PAGE 85

NOW THEREFORE, in consideration of the premises, the undersigned does hereby declare and make known:

1. Until January 1, 1980, each and every lot in the Subdivision, except as hereinafter provided, shall be subject to the following restrictions, which shall each be construed as a covenant running with the land; and at any time on or after January 1, 1980, any and all of such restrictions may be extended to continue in effect beyond January 1, 1980, by the owner or owners of two-thirds (2/3) in number of said lots in the Subdivision by filing in the Office of the Recorder of Deeds of Lake County, Illinois, a written agreement signed and acknowledged by such owner or owners stating the manner and extent, and period for which, such restrictions are extended to continue in effect.

(a) No building or structure of any nature or kind whatever, including, but without limiting the generality of the foregoing, shelters, boat houses, floating docks, rafts or similar structures, shall be located nearer the lot line of any lot than the building setback lines shown on the plat of the Subdivision, except that piers may be constructed beyond such lines by the owners of lots abutting on the Lake. Before erection of any such piers, plans and specifications for same, showing the shape, size, materials and location, shall be submitted to Arthur T. McIntosh & Company, or its successors, or assigns, for written approval.

(b) No building shall be erected or maintained on any lot for manufacturing, industrial or business purposes, except that Lot 6 in Block 9 and Lots 10, 11 and 12 in Block 16 may be used for business purposes, and except that such water supply and water storage and water distribution facilities, structures and appurtenances as, in the judgment of Arthur T. McIntosh & Company, or its successors, or assigns, are necessary or desirable for the supply and distribution of water, may be erected on any lot or lots in the Subdivision, notwithstanding any of the restrictions herein set forth.

(c) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(d) No building shall be erected or maintained on any lot (other than Lot 6 in Block 9 and Lots 10, 11 and 12 in Block 16, and other than those lots on which water supply and water storage and distribution facilities are erected, as hereinabove provided) unless it be a dwelling house designed and equipped for occupancy as a private residence by a single family only,

BOOK 1241 PAGE 86

provided that at the time of or after (but not before) the erection of any such dwelling house, one accessory building (including servant's quarters, private garage or other out-building) may be erected and maintained as an appurtenance of such dwelling house. No more than one such dwelling house and no more than one such accessory building appurtenant thereto shall be maintained on any one lot at the same time.

(e) No main dwelling house shall be erected or maintained on any lot unless the square foot area of the ground floor thereof shall be not less than nine hundred (900) square feet in the case of a one-story structure, and not less than eight hundred (800) square feet in the case of a one and one-half or two-story structure.

(f) Before any building shall be occupied or used, a septic tank or other facilities for the disposal of sewage shall be erected or installed, and the arrangements for sewage disposal shall be such as to prevent all nuisance and all possibility of contamination and such as to be satisfactory to the State health authorities and local authorities.

(g) No advertising sign or billboard shall be erected or maintained on any lot (other than Lot 6 in Block 9 and Lots 10, 11 and 12 in Block 16)

(h) No stables or other quarters shall be erected, maintained or used on any tract for stabling or accommodating any horses, cattle, swine, goats, sheep, bees or fowls.

(i) No obstruction or diversion of any drainage ditch, channel or lake shall be suffered or permitted; no sewage or drainage of any kind or character whatsoever shall be permitted to enter said lake other than surface water in its natural flowage; and no rubbish, waste, grass cuttings or any foreign matter whatsoever shall be thrown into or deposited in said Lake.

(j) Notwithstanding that it may comply with the foregoing restrictions, no such dwelling or accessory building or any building, sign or billboard to be erected on Lot 6 in Block 9 and Lots 10, 11 and 12 in Block 16, or septic tank or other facilities for the disposal of sewage, shall be erected, and no alteration costing more than Nine Hundred Dollars (\$900) shall be made to any such dwelling house or accessory building or such other building or structure or septic tank or other facilities for the disposal of sewage, until and unless the plans and specifications for the same have been drawn by a licensed architect, showing the nature, shape, size, architectural design, materials, location and approximate cost, and (1) shall have been first submitted to and approved in writing by Arthur T. McIntosh & Company, 105 West Madison Street, Chicago, Illinois, or its successors or assigns, or if not approved in writing by Arthur T. McIntosh & Company, or its successors or assigns, within thirty (30) days after the submission to it of such plans and specifications, (2) shall have been submitted to a committee of three architects, the first of whom shall have been appointed by the owner of the lot, the second of whom shall have been appointed by Arthur T. McIntosh & Company, or its successors or assigns, and the third of whom shall have been appointed by the two architects first so appointed, and shall have been approved

1243 PAGE 87

in writing by two of such committee of architects.

2. The undersigned grants, declares and consents to the following rights and easements, vis.:

(a) A perpetual easement in, upon, over and across the Lake in favor of the owners from time to time of any and all lots in the Subdivision and the owners from time to time of the McIntosh Acreage, or of any lot or tract into which the McIntosh Acreage, or any part thereof, shall be subdivided or resubdivided by the undersigned, or its successors or assigns, for the purpose of skating, bathing, fishing and boating (other than in motor boats) but not including the purpose of hunting; provided,

(i) that the use of said Lake for such purposes shall at all times be subject to reasonable regulations by the owner or owners from time to time of said Lake;

(ii) that neither the grant of such easements as herein provided, nor the use of said Lake by the grantees of such easements, nor anything in this instrument or in any recorded plat of subdivision contained, shall be deemed or construed to impose upon the undersigned, or its successors or assigns, or the owner or owners from time to time of said Lake, any duty to maintain said Lake in its present, or any other, size, depth, or condition;

(iii) that the easements herein granted are hereby limited to the waters of said Lake lying within the boundary lines thereof shown on the plat of the Subdivision, or to be shown on any plat or plats of the McIntosh Acreage hereafter filed by the undersigned, or its successors or assigns;

(iv) that in the event of a lowering of the water level of said Lake and a resultant formation of beaches or additional land adjoining the lots or tracts abutting on said Lake, said easements shall attach thereto solely in favor of the owner of each such abutting lot or tract, and the owners of lots or tracts not abutting on said Lake shall have no easement rights hereunder, in, upon over, or across any such beach or additional land;

(v) that the easements herein granted shall not prohibit the erection or maintenance of piers by the owners or lawful occupants of the lots or tracts abutting on the Lake under the restrictions and conditions hereinabove specified; and

(vi) that the channel portion of the Lake which abuts on Lomond Drive, all as shown on the plat of the Subdivision, shall never be used by the owners or lawful occupants of any lots or tracts not abutting on said channel as a means of access to and ingress and egress to and from the Lake for the enjoyment of the easements herein granted.

124.3 P. 88

(b) A perpetual easement in, upon, over and across the real estate known and hereinafter referred to as "Lomond Park," a private park designated by that name on the plat of the Subdivision, in favor of the owners from time to time of any and all lots in the Subdivision and the owners from time to time of the McIntosh Acreage, or of any lot or tract into which the McIntosh Acreage, or any part thereof, shall be subdivided or resubdivided by the undersigned, or its successors or assigns, for use as a park, and as a means of access to and ingress and egress to and from the Lake for the enjoyment of the easements granted under subparagraph (a) above; provided,

(i) that the use of said Park for such purposes shall at all times be subject to reasonable regulation by the owner or owners from time to time of said Park;

(ii) that neither the grant of such easements as herein provided, nor the use of said Park by the grantees of such easements, nor anything in this instrument or in any recorded plat of subdivision contained, shall be deemed or construed to impose upon the undersigned, or its successors or assigns, or the owner or owners from time to time of said Park, any duty to maintain said Park in its present or any other condition; and

(iii) that neither the easements herein granted nor the easements granted under subparagraph (a) above shall prohibit the erection or maintenance by the undersigned, or its successors or assigns, or by the owner or owners from time to time of said Park, of shelters, piers, floating docks, rafts or similar structures in or upon said Park, or in or upon the waters of the Lake bordering upon said Park.

3. The easements hereinabove granted and declared shall be deemed to be and shall be construed as easements appurtenant and appendant to the lots and parcels of real estate hereinabove referred to and not easements in gross, and said easements shall be available, as hereinabove provided, not only to the legal owners from time to time of said lots and parcels of real estate but also to the lawful occupants from time to time of said premises.

4. A perpetual and exclusive right and easement in, upon, along and under all streets or public ways shown on the plat of the Subdivision is hereby reserved by the undersigned from time to time (a) to install, renew, repair, operate and maintain water mains, connections, valves, meters and appurtenances:

1244 pag 89

(b) to convey or grant to others the right to install, renew, repair, operate and maintain water mains, connections, valves, meters and appurtenances; and
(c) to convey or grant to the owners or occupants of property abutting on any such street or public way the right to install, renew, repair, operate and maintain water service pipes, connections, valves, meters and appurtenances and to connect such water service pipes with the water mains installed by, or under the authority of, the undersigned, or its successors or assigns. All such water mains, service pipes, connections, valves, meters and appurtenances shall, in each case, remain the property of the person, firm or corporation installing same or his or its heirs, executors, administrators, successors or assigns.

5. At any time hereafter, the undersigned, or its successors or assigns, shall have the right to convey the Lake or Lomond Park, or any part or parts thereof, to any association or group of property owners organized for the purpose of acquiring and holding title to the Lake or said Park. Any such conveyance shall be made subject to the easements and rights declared, granted and reserved in this instrument.

6. The real estate owned by the undersigned and herein referred to as the "McIntosh Acreage" is composed of the following described lots and parcels of real estate located in Lake County, Illinois, except the part or parts thereof which are included in the Subdivision, as hereinabove set forth:

PARCEL 1: The South East quarter of the South East quarter of Section 13, Township 44 North, Range 10, East of the 3rd P. M., (except that part thereof lying Easterly of the Westerly line of right of way of Minneapolis, St. Paul and Saulte St. Marie Railway Company, formerly Chicago and Wisconsin Railroad Company).

PARCEL 2: The North East quarter of the North East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., (except the right of way of the Minneapolis, St. Paul and Saulte St. Marie Railway Company, formerly Chicago and Wisconsin Railroad Company and also except the South 50 feet of that part of said quarter quarter section lying within two lines running parallel with and respectively 43-1/2 feet distant Westerly and 93-1/2 feet distant Westerly from the center line of the main track of said Railway Company conveyed by Deed dated December 19, 1914

BOOK 1243 PAGE 90

and recorded January 14, 1915 as Document 157142).

PARCEL 3: The West half of the North East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., (except the North 20 rods thereof).

PARCEL 4: The East half of the North West quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., (except the North 20 rods thereof).

PARCEL 5: That part of the West half of the South East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., lying North of the center of the public highway known as State Route No. 176.

PARCEL 6: That part of the East half of the South West quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., lying North of the center of the public highway known as State Route No. 176.

PARCEL 7: The North 20 rods of the North East quarter of the North West quarter and of the North West quarter of the North East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., except that part described as follows: That part of the North 20 rods of the North West quarter of the North East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., described aforesaid: Beginning at the North West corner of the North East quarter of Section 24 and running East 410 feet; thence South 330 feet; thence West 410 feet; thence North 330 feet to the place of beginning.

PARCEL 8: That part of the East half of the East half of Section 24, Township 44 North, Range 10, East of the 3rd P. M., described as follows: Commencing at the North Westerly corner of Lot 13 in J. E. Holcomb's Addition to the Town of Holcomb (now Mundelein), a Subdivision of part of Section 24, Township 44 North, Range 10, East of the 3rd P. M., according to the plat thereof, recorded August 14, 1884, as Document 59482, in Book "D" of Plats, page 7; thence North 78 degrees West 27.0 feet, more or less, to the West line of said East half of the East half of Section 24; thence North along said West line of the East half of the East half of Section 24, 715.60 feet to the place of beginning and the North West corner of premises intended to be described herein; thence South 78 degrees East 215.0 feet; thence South Westerly 243.78 feet, more or less, along a straight line to a point on said West line of the East half of the East half of Section 24, 168.0 feet South of the place of beginning; and thence North along said West line of the East half of the East half of Section 24, 168.0 feet to the place of beginning.

PARCEL 9: Lot 94 in Seminary View Subdivision of part of the North East quarter of the South East quarter and of the South East quarter of the North East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., according to the plat thereof, recorded September 27, 1946, as Document 288952, in Book "Q" of Plats, pages 50 and 51.

PARCEL 10: All that part of Lot "A" lying North of a line projected East to State Route 45 from the North line of Lot 97 in aforementioned Seminary View Subdivision and Lots 1, 2 and 3, all in the Resubdivision of Seminary View Subdivision of part of the East half of Section 24,

BOOK 1243 PAGE 11

Township 44 North, Range 10, East of the 3rd P. M., excepting therefrom the following: (a) The Northerly 175.00 feet of Lot 1 measured radially Southerly from the principal Northerly curved line of said Lot 1 to the curving Southerly line of the herein described Parcel, which Southerly line shall be concentric with said principal Northerly line of said Lot 1 in the Resubdivision of part of Seminary View Subdivision of part of the East half of Section 24, Township 44 North, Range 10, East of the 3rd P. M. (b) The North Westerly 175.00 feet of Lot 2 measured radially Southerly from two principal North Westerly curved lines of limits of said Lot 2 to the curving South Easterly limits of the herein described Parcel, which South Easterly limits shall be concentric with the two principal North Westerly lines or limits of said Lot 2 in the Resubdivision of part of Seminary View Subdivision aforesaid. (c) The Northerly 175.00 feet of Lot 3 measured radially Southerly from the Northerly curved line of said Lot 3 to the curving Southerly line of the herein described Parcel, which Southerly line shall be concentric with said Northerly line of said Lot 3 in the Resubdivision of part of Seminary View Subdivision. (d) That part of Parcel 2 falling in that part of Lot 3 lying South of the South line of Laramie Street produced West to the West line of said subdivision.

PARCEL 11: The Northerly 175.00 feet of Lot 1, measured radially Southerly from the principal Northerly curved line of said Lot 1 to the curving Southerly line of the herein described parcel which Southerly line shall be concentric with said principal Northerly line of said Lot 1, in the Resubdivision of part of Seminary View Subdivision of part of the East half of Section 24, Township 44 North, Range 10, East of the 3rd P. M., according to the plat thereof, recorded August 21, 1939 as Document 468671, in Book "Z" of Plats, page 54.

PARCEL 12: The North Westerly 175.00 feet of Lot 2, measured radially Southerly from the 2 principal North Westerly curved lines of limits of said Lot 2 to the curving South Easterly limits of the herein described parcel which South Easterly limits shall be concentric with the two principal North Westerly lines or limits of said Lot 2 in the Resubdivision of part of Seminary View Subdivision aforesaid.

PARCEL 13: The Northerly 175.00 feet of Lot 3, measured radially Southerly from the Northerly curved line of said Lot 3 to the curving Southerly line of the herein described parcel which Southerly line shall be concentric with said Northerly line of Lot 3, in the Resubdivision of part of Seminary View Subdivision aforesaid.

PARCEL 14: That part of the East half of Section 24, Township 44 North, Range 10, East of the 3rd P. M., described as follows: Commencing at a point 58.2 feet North of the South West corner of the South East quarter of the North East quarter of said Section; thence South 78 degrees 11 minutes East 483.15 feet, more or less, to the West line of Lot 3 of Resubdivision of Seminary View Subdivision, as shown by Plat thereof, recorded August 21, 1939 as Document 468671, Book "Z" of Plats, page 54; thence North on the Westerly line of said Lot 3 and North Easterly along the Northerly line of said Lot 3 in said resubdivision to the intersection of said Northerly line of said Lot 3 with the Westerly line of Granville Avenue in said resubdivision; thence Northerly along the Westerly line of Granville Avenue in said resubdivision to its intersection with the Northerly line of Edgement Street in

Doc# 1366 PAGE 63

DECLARATION OF RESTRICTIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, ARTHUR T. McINTOSH & COMPANY, a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, is the owner of each and every lot and parcel of real estate in Loch Lomond Unit No. 3, being a subdivision of part of the East Half of Section 24, Township 44 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois, which subdivision is hereinafter for convenience sometimes referred to as the "Subdivision";

WHEREAS, the undersigned was heretofore the owner of each and every lot and parcel of real estate in Loch Lomond, being a subdivision of part of Section 24, Township 44 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois, which subdivision is hereinafter for convenience referred to as "Unit No. 1"; and the undersigned, while the owner of all such property, executed under date of April 26, 1954 a certain Declaration of Restrictions and Easements, which was recorded April 28, 1954 as Document 822721 in the office of the Recorder of Deeds of Lake County, Illinois, and is hereinafter for convenience referred to as the "Declaration of Restrictions and Easements, No. 1";

WHEREAS, the undersigned, at the time of executing and recording the Declaration of Restrictions and Easements, No. 1, was also the owner of the additional real estate therein described and referred to as the "McIntosh Acreage", which property was at that time unplatted;

WHEREAS, the real estate so described and referred to in the Declaration of Restrictions and Easements, No. 1 as the McIntosh Acreage includes

BOOK 1366 PAGE 64

the property in Loch Lomond Unit No. 3, the plat of subdivision of which was recorded in the office of the Recorder of Deeds of Lake County, Illinois on June 13, 1955 as Document: 888693, and also includes other property which is as yet unplatted;

WHEREAS, the plat of subdivision of Unit No. 1, recorded in the office of the Recorder of Deeds of Lake County, Illinois on April 7, 1954 as Document 820686, includes a body of water designated therein as "Loch Lomond", which body of water constitutes only a portion of an entire private lake and channel known and described by that name (which is referred to in Declaration of Restrictions and Easements, No. 1 and in this Declaration as the "Lake"), the remainder of which Lake is situated in part in Loch Lomond Unit No. 3, on the location and within the limits shown on the plat of such Subdivision, and is situated in part on that portion of the McIntosh Acreage which is as yet unplatted, the exact location and limits of which are to be as fixed in any plat or plats of such remaining portion of the McIntosh Acreage hereafter filed by the undersigned or its successors or assigns; and,

WHEREAS, it is the intention and desire of the undersigned that Loch Lomond Unit No. 3 be developed into a protected community of homes, and in furtherance of such intention and desire it is the present purpose of the undersigned hereby to create a plan of development of such Subdivision and to fix and establish certain restrictions with respect thereto, to set forth certain rights and easements heretofore declared, granted and reserved in Declaration of Restrictions and Easements, No. 1, and to reserve certain rights and easements as hereinafter set forth:

NOW THEREFORE, in consideration of the premises, the undersigned does hereby declare and make known:

BOOK 1366 PAGE 65

1. Until January 1, 1980, each and every lot in Loch Lomond Unit No. 3 shall be subject to the following restrictions, which shall each be construed as a covenant running with the land; and at any time on or after January 1, 1980, any and all of such restrictions may be extended to continue in effect beyond January 1, 1980, by the owner or owners of two-thirds (2/3) in number of said lots in the Subdivision by filing in the office of the Recorder of Deeds of Lake County, Illinois, a written agreement, signed and acknowledged by such owner or owners, stating the manner and extent, and period for which, such restrictions are extended to continue in effect:

(a) No building or structure of any nature or kind whatever, including, but without limiting the generality of the foregoing, shelters, boat houses, floating docks, rafts or similar structures, shall be located nearer the lot line of any lot than the building set-back lines shown on the plat of the Subdivision, except that piers may be constructed beyond such lines by the owners of lots abutting on the Lake. Before erection of any such piers, plans and specifications for the same, showing the shape, size, materials and location, shall be submitted to Arthur T. McIntosh & Company, or its successors or assigns, for written approval.

(b) No building shall be erected or maintained on any lot for manufacturing, industrial or business purposes, except that such water supply and water storage and water distribution facilities, structures and appurtenances as, in the judgment of Arthur T. McIntosh & Company or its successors or assigns, are necessary or desirable for the supply and distribution of water may be erected on any lot or lots in the Subdivision, notwithstanding any of the restrictions herein set forth.

(c) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(d) No building shall be erected or maintained on any lot (other than those lots on which water supply and water storage and distribution facilities are erected as hereinabove provided) unless it be a dwelling house designed and equipped for occupancy as a private residence by a single family only, provided, that at the time of or after (but not before) the erection of any such dwelling house one accessory building (including servants' quarters, private garage or other outbuilding) may be erected and maintained as an appurtenance of such dwelling house. No more than one such dwelling house and no more than one such accessory building appurtenant thereto shall be maintained on any one lot at the same time.

BOOK 1366 PAGE 66

(e) No main dwelling house shall be erected or maintained on any lot unless the square-foot area of the ground floor thereof shall be not less than nine hundred (900) square feet in the case of a one-story structure and not less than eight hundred (800) square feet in the case of a one and one-half (1 1/2) or two (2) story structure.

(f) Before any building shall be occupied or used, a septic tank or other facilities for the disposal of sewage shall be erected or installed, and the arrangements for sewage disposal shall be such as to prevent all nuisance and all possibility of contamination and such as to be satisfactory to the State health authorities and local authorities.

(g) No advertising sign or bill board shall be erected or maintained on any lot.

(h) No stables or other quarters shall be erected, maintained or used on any tract for stabling or accommodating any horses, cattle, swine, goats, sheep, bees or fowl.

(i) No obstruction or diversion of any drainage ditch, channel or lake shall be suffered or permitted; no sewage or drainage of any kind or character whatsoever shall be permitted to enter said Lake other than surface water in its natural flowage; and no rubbish, waste, grass cuttings or any foreign matter whatsoever shall be thrown into or deposited in said Lake.

(j) Notwithstanding that it may comply with the foregoing restrictions, no such dwelling or accessory building or septic tank or other facilities for the disposal of sewage shall be erected, and no alteration costing more than Nine Hundred Dollars (\$900) shall be made to any such dwelling house or accessory building or septic tank or other facilities for the disposal of sewage, until and unless the plans and specifications for the same have been drawn by a licensed architect, showing the nature, shape, size, architectural design, materials, location and approximate cost, and (1) shall have been first submitted to, and approved in writing by, Arthur T. McIntosh & Company, 105 West Madison Street, Chicago, Illinois, or its successors or assigns, or (2) if not approved in writing by Arthur T. McIntosh & Company, or its successors or assigns, within thirty (30) days after the submission to it of such plans and specifications, shall have been submitted to a committee of three architects, the first of whom shall have been appointed by the owner of the lot, the second of whom shall have been appointed by Arthur T. McIntosh & Company, or its successors or assigns, and the third of whom shall have been appointed by the two architects first so appointed, and shall have been approved in writing by two-thirds (2/3) of such committee of architects.

BOOK 1366 PAGE 67

2. Because Loch Lomond Unit No. 3 forms a part of the real estate described and referred to in the Declaration of Restrictions and Easements, No. 1 by the term "McIntosh Acreage", each and every lot in Loch Lomond Unit No. 3 is entitled to the benefit of, and that portion of the Lake which is contained in such Subdivision is subject to, the following rights and easements, which were expressly granted, declared and consented to by the undersigned in the Declaration of Restrictions and Easements, No. 1, viz.:

"(a) A perpetual easement in, upon, over and across the Lake in favor of the owners from time to time of any and all lots in the Subdivision and the owners from time to time of the McIntosh Acreage, or of any lot or tract into which the McIntosh Acreage, or any part thereof, shall be subdivided or resubdivided by the undersigned, or its successors or assigns, for the purpose of skating, bathing, fishing and boating (other than in motor boats) but not including the purpose of hunting; provided,

(i) that the use of said Lake for such purposes shall at all times be subject to reasonable regulations by the owner or owners from time to time of said Lake;

(ii) that neither the grant of such easements as herein provided, nor the use of said Lake by the grantees of such easements, nor anything in this instrument or in any recorded plat of subdivision contained, shall be deemed or construed to impose upon the undersigned, or its successors or assigns, or the owner or owners from time to time of said Lake, any duty to maintain said Lake in its present, or any other, size, depth, or condition;

(iii) that the easements herein granted are hereby limited to the waters of said Lake lying within the boundary lines thereof shown on the plat of the Subdivision, or to be shown on any plat or plats of the McIntosh Acreage hereafter filed by the undersigned, or its successors or assigns;

(iv) that in the event of a lowering of the water level of said Lake and a resultant formation of beaches or additional land adjoining the lots or tracts abutting on said Lake, said easements shall attach thereto solely in favor of the owner of each such abutting lot or tract, and the owners of lots or tracts not abutting on said Lake shall have no easement rights hereunder, in, upon, over, or across any such beach or additional land;

(v) that the easements herein granted shall not prohibit the erection or maintenance of piers by the owners or lawful

BOOK 1366 PAGE 68

occupants of the lots or tracts abutting on the Lake under the restrictions and conditions hereinabove specified; and

(vi) that the channel portion of the Lake which abuts on Lomond Drive, all as shown on the plat of the Subdivision, shall never be used by the owners or lawful occupants of any lots or tracts not abutting on said channel as a means of access to and ingress and egress to and from the Lake for the enjoyment of the easements herein granted.

"(b) A perpetual easement in, upon, over and across the real estate known and hereinafter referred to as "Lomond Park", a private park designated by that name on the plat of the Subdivision, in favor of the owners from time to time of any and all lots in the Subdivision and the owners from time to time of the McIntosh Acreage, or of any lot or tract into which the McIntosh Acreage, or any part thereof, shall be subdivided or resubdivided by the undersigned, or its successors or assigns, for use as a park, and as a means of access to and ingress and egress to and from the Lake for the enjoyment of the easements granted under subparagraph (a) above; provided,

(i) that the use of said Park for such purposes shall at all times be subject to reasonable regulation by the owner or owners from time to time of said Park;

(ii) that neither the grant of such easements as herein provided, nor the use of said Park by the grantees of such easements, nor anything in this instrument or in any recorded plat or subdivision contained, shall be deemed or construed to impose upon the undersigned, or its successors or assigns, or the owner or owners from time to time of said Park, any duty to maintain said Park in its present or any other condition; and

(iii) that neither the easements herein granted nor the easements granted under subparagraph (a) above shall prohibit the erection or maintenance by the undersigned, or its successors or assigns, or by the owner or owners from time to time of said Park, of shelters, piers, floating docks, rafts or similar structures in or upon said Park, or in or upon the waters of the Lake bordering upon said Park."

It is further provided in the Declaration of Restrictions and Easements, No. 1,

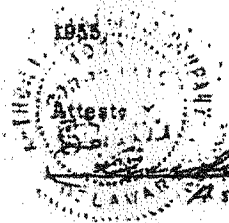
(a) That such easements shall be deemed to be and shall be construed as easements appurtenant and appendant to the lots and parcels of real estate therein referred to and not easements in gross, and that said easements shall be available, as therein provided, not only to the legal owners from time to time of said lots and parcels of real estate but also to the lawful occupants from time to time of said premises; and,

BOOK 1366 PAGE 69

(b) That the undersigned, or its successors or assigns, shall have the right at any time to convey the Lake or the said Lomond Park in Unit No. 1, or any part or parts thereof, to any association or group of property owners organized for the purpose of acquiring and holding title to the Lake or said Park, and that any such conveyance shall be made subject to the easements and rights declared, granted and reserved in such Declaration.

3. A perpetual and exclusive right and easement in, upon, along and under all streets or public ways shown on the plat of subdivision of Loch Lomond Unit No. 3 is hereby reserved by the undersigned from time to time, (a) to install, renew, repair, operate and maintain water mains, connections, valves, meters and appurtenances; (b) to convey or grant to others the right to install, renew, repair, operate and maintain water mains, connections, valves, meters and appurtenances; and (c) to convey or grant to the owners or occupants of property abutting on any such street or public way the right to install, renew, repair, operate and maintain water service pipes, connections, valves, meters and appurtenances, and to connect such water service pipes with the water mains installed by or under the authority of the undersigned or its successors or assigns. All such water mains, service pipes, connections, valves, meters and appurtenances shall in each case remain the property of the person, firm or corporation installing the same, or of his or its heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the undersigned has caused its name to be affixed to these presents by its VICE President and its corporate seal to be here to affixed and attested by its Asst Secretary, this 22nd day of July.



ARTHUR T. McINTOSH & COMPANY

By [Signature]
Vice President

[Signature]
Secretary

BGC 1432 PAGE 292

DECLARATION OF RESTRICTIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, ARTHUR T. McINTOSH & COMPANY, a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, is the owner of each and every lot and parcel of real estate in Loch Lomond Unit No. 2, being a subdivision of part of Section 24, Township 44 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois, which subdivision is hereinafter for convenience sometimes referred to as the "Subdivision":

WHEREAS, the undersigned was heretofore the owner of each and every lot and parcel of real estate in Loch Lomond, being a subdivision of part of Section 24, Township 44 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois, which subdivision is hereinafter for convenience referred to as "Unit No. 1"; and the undersigned, while the owner of all such property, executed under date of April 26, 1954, a certain Declaration of Restrictions and Easements, which was recorded April 28, 1954, as Document 822721 in the office of the Recorder of Deeds of Lake County, Illinois, and is hereinafter for convenience referred to as the "Declaration of Restrictions and Easements, No. 1";

WHEREAS, the undersigned, at the time of executing and recording the Declaration of Restrictions and Easements, No. 1, was also the owner of the additional real estate therein described and referred to as the "McIntosh Acreage", which property was at that time unplatted;

WHEREAS, the real estate so described and referred to in the Declaration of Restrictions and Easements, No. 1 as the McIntosh Acreage includes the property in Loch Lomond Unit No. 3, the plat of subdivision of which was

BOOK 1432 PAGE 293

recorded in the office of the Recorder of Deeds of Lake County, Illinois, on June 13, 1955, as Document 888893, and also includes the property in Loch Lomond Unit No. 2, the plat of subdivision of which was recorded in the office of the Recorder of Deeds of Lake County, Illinois, on April 5, 1956, as Document 503400

WHEREAS, the plat of subdivision of Unit No. 1, recorded in the office of the Recorder of Deeds of Lake County, Illinois, on April 7, 1954, as Document 820688, includes a body of water designated therein as "Loch Lomond", which body of water constitutes only a portion of an entire private lake and channel known and described by that name (which is referred to in Declaration of Restrictions and Easements, No. 1 and in this Declaration as the "Lake"), the remainder of which Lake is situated in part in Loch Lomond Unit No. 3 and in part in Loch Lomond Unit No. 2; and,

WHEREAS, it is the intention and desire of the undersigned that Loch Lomond Unit No. 2 be developed into a protected community of homes, and in furtherance of such intention and desire it is the present purpose of the undersigned hereby to create a plan of development of such Subdivision and to fix and establish certain restrictions with respect thereto, to set forth certain rights and easements heretofore declared, granted and reserved in Declaration of Restrictions and Easements, No. 1, and to reserve certain rights and easements as hereinafter set forth:

NOW THEREFORE, in consideration of the premises, the undersigned does hereby declare and make known:

1. Until January 1, 1980, each and every lot in Loch Lomond Unit No. 2 shall be subject to the following restrictions, which shall each be construed as a covenant running with the land; and at any time on or after January 1, 1980, any and all of such restrictions may be extended to continue in affect beyond

BOOK 1432 PAGE 294

January 1, 1980, by the owner or owners of two-thirds (2/3) in number of said lots in the Subdivision by filing in the office of the Recorder of Deeds of Lake County, Illinois, a written agreement, signed and acknowledged by such owner or owners, stating the manner and extent, and period for which, such restrictions are extended to continue in effect:

(a) No building or structure of any nature or kind whatever, including, but without limiting the generality of the foregoing, shelters, boat houses, floating docks, rafts or similar structures, shall be located nearer the lot line of any lot than the building set-back lines shown on the plat of the Subdivision, except that piers may be constructed beyond such lines by the owners of lots abutting on the Lake. Before erection of any such piers, plans and specifications for the same, showing the shape, size, materials and location, shall be submitted to Arthur T. McIntosh & Company, or its successors or assigns, for written approval.

(b) No building shall be erected or maintained on any lot for manufacturing, industrial or business purposes, except that such water supply and water storage and water distribution facilities, structures and appurtenances as, in the judgment of Arthur T. McIntosh & Company or its successors or assigns, are necessary or desirable for the supply and distribution of water may be erected on any lot or lots in the Subdivision, notwithstanding any of the restrictions herein set forth.

(c) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(d) No building shall be erected or maintained on any lot (other than those lots on which water supply and water storage and distribution facilities are erected as hereinabove provided) unless it be a dwelling house designed and equipped for occupancy as a private residence by a single family only, provided, that at the time of or after (but not before) the erection of any such dwelling house one accessory building (including servants' quarters, private garage or other building) may be erected and maintained as an appurtenance of such dwelling house. No more than one such dwelling house and no more than one such accessory building appurtenant thereto shall be maintained on any one lot at the same time.

(e) No main dwelling house shall be erected or maintained on any lot unless the square-foot area of the ground floor thereof shall be not less than one thousand (1000) square feet in the case of a one-story structure and not less than eight hundred (800) square feet in the case of a one and one-half or two-story structure.

(f) Before any building shall be occupied or used, a septic tank or other facilities for the disposal of sewage shall be erected or

BOOK 1432 PAGE 295

installed, and the arrangements for sewage disposal shall be such as to prevent all nuisance and all possibility of contamination and such as to be satisfactory to the State health authorities and local authorities.

(g) No advertising sign or bill board shall be erected or maintained on any lot.

(h) No stables or other quarters shall be erected, maintained or used on any tract for stabling or accommodating any horses, cattle, swine, goats, sheep, bees or fowl.

(i) No obstruction or diversion of any drainage ditch, channel or lake shall be suffered or permitted; no sewage or drainage of any kind or character whatsoever shall be permitted to enter said Lake other than surface water in its natural flowage; and rubbish, waste, grass cuttings or any

(j) No tank for the storage of fuel oil for heating or other purposes shall be exposed to public view, but any such tank shall be placed and maintained underground or within or under any building which may be erected on the lot in conformity with these restrictions.

(k) Notwithstanding that it may comply with the foregoing restrictions, no such dwelling or accessory building or septic tank or other facilities for the disposal of sewage shall be erected, and no alteration costing more than Nine Hundred Dollars (\$900) shall be made to any such dwelling house or accessory building or septic tank or other facilities for the disposal of sewage, until and unless the plans and specifications for the same have been drawn by a licensed architect, showing the nature, shape, size, architectural design, materials, location and approximate cost, and (1) shall have been first submitted to, and approved in writing by, Arthur T. McIntosh & Company, 105 West Madison Street, Chicago, Illinois, or its successors or assigns, or (2) if not approved in writing by Arthur T. McIntosh & Company, or its successors or assigns, within thirty (30) days after the submission to it of such plans and specifications, shall have been submitted to a committee of three architects, the first of whom shall have been appointed by the owner of the lot, the second of whom shall have been appointed by Arthur T. McIntosh & Company, or its successors or assigns, and the third of whom shall have been appointed by the two architects first so appointed, and shall have been approved in writing by two-thirds (2/3) of such committee of architects.

2. [REDACTED]

BOOK 1432 PAGE 296

which were expressly granted, declared and consented to by the undersigned in the Declaration of Restrictions and Easements, No. 1, viz:

"(a) A perpetual easement in, upon, over and across the Lake in favor of the owners from time to time of any and all lots in the Subdivision and the owners from time to time of the McIntosh Acreage, or of any lot or tract into which the McIntosh Acreage, or any part thereof, shall be subdivided or resubdivided by the undersigned, or its successors or assigns, for the purpose of skating, bathing, fishing and boating (other than in motor boats) but not including the purpose of hunting; provided,

(i) that the use of said Lake for such purposes shall at all times be subject to reasonable regulations by the owner or owners from time to time of said Lake;

(ii) that neither the grant of such easements as herein provided, nor the use of said Lake by the grantees or such easements, nor anything in this instrument or in any recorded plat of subdivision contained, shall be deemed or construed to impose upon the undersigned, or its successors or assigns, or the owner or owners from time to time of said Lake, any duty to maintain said Lake in its present, or any other, size, depth or condition.

(iii) that the easements herein granted are hereby limited to the waters of said Lake lying within the boundary lines thereof shown on the plat of the Subdivision, or to be shown on any plat or plats of the McIntosh Acreage hereafter filed by the undersigned, or its successors or assigns;

(iv) that in the event of a lowering of the water level of said Lake and a resultant formation of beaches or additional land adjoining the lots or tracts abutting on said Lake, said easements shall attach thereto solely in favor of the owner of each such abutting lot or tract, and the owners of lots or tracts not abutting on said Lake shall have no easement rights hereunder, in, upon, over, or across any such beach or additional land;

(v) that the easements herein granted shall not prohibit the erection or maintenance of piers by the owners or lawful occupants of the lots or tracts abutting on the Lake under the restrictions and conditions hereinabove specified; and

(vi) that the channel portion of the Lake which abuts on Lomond Drive, all as shown on the plat of the Subdivision, shall never be used by the owners or lawful occupants of any lots or tracts not abutting on said channel as a means of access to and ingress and egress to and from the Lake for the enjoyment of the easements herein granted.

7

BOOK 1432 PAGE 297

"(b) A [redacted] n, upon, over and across the real estate known and [redacted] referred to as "Lomond Park", a private park designated by that name on the plat of the Subdivision, in favor of the owners from time to time of any and all lots in the Subdivision and the owners from time to time of the McIntosh Acreage, or of any lot or tract into which the McIntosh Acreage, or any part thereof, shall be subdivided or resubdivided by the undersigned, or its successors or assigns, [redacted]

above; provided,

(i) that the use of said Park for such purposes shall at all times be subject to reasonable regulation by the owner or owners from time to time of said Park;

(ii) that [redacted]

(iii) that neither the easements herein granted nor the easements granted under subparagraph (a) above shall prohibit the erection or maintenance by the undersigned, or its successors or assigns, or by the owner or owners from time to time of said Park, of shelters, piers, floating docks, rafts or similar structures in or upon said Park, or in or upon the waters of the Lake bordering upon said Park."

It is further provided in the Declaration of Restrictions and Easements, No. 1,

(a) That such easements shall be deemed to be and shall be construed as easements appurtenant and appendant to the lots and parcels of real estate therein referred to and not easements in gross, and that said easements shall be available, as therein provided, not only to the legal owners from time to time of said lots and parcels of real estate but also to the lawful occupants from time to time of said premises; and,

(b) That the undersigned, or its successors or assigns, shall have the right at any time to convey the Lake or the said Lomond Park in Unit No. 1, or any part or parts thereof, to any association or group of property owners organized for the purpose of acquiring and holding title to the Lake or said Park, and that any such conveyance shall be made subject to the easements and rights declared, granted and reserved in such Declaration.

3. A perpetual and exclusive right and easement in, upon, along and under all streets or public ways shown on the plat of subdivision of Loch Lomond

BGM 1432 PAGE 298

Unit No. 2 is hereby reserved by the undersigned from time to time, (a) to install, renew, repair, operate and maintain water mains, connections, valves, meters and appurtenances; (b) to convey or grant to others the right to install, renew, repair, operate and maintain water mains, connections, valves, meters and appurtenances; and (c) to convey or grant to the owners or occupants of property abutting on any such street or public way the right to install, renew, repair, operate and maintain water service pipes, connections, valves, meters and appurtenances, and to connect such water service pipes with the water mains installed by or under the authority of the undersigned, or its successors or assigns. All such water mains, service pipes, connections, valves, meters and appurtenances shall in each case remain the property of the person, firm or corporation installing the same, or of his or its heirs, executors, administrators, successors or assigns.

4. The undersigned grants, declares and consents to a perpetual easement in, upon, over and across the real estate known and hereinafter referred to as 'Lomond Park No. 3', a private park designated by that name on the plat of the Subdivision of Loch Lomond Unit No. 3 (Lots 14 and 15 in Block 5), in favor of the owners from time to time of any and all lots in Loch Lomond Unit No. 1, Loch Lomond Unit No. 2 and Loch Lomond Unit No. 3, for use as a park, and as a means of access to and ingress and egress to and from the Lake for the enjoyment of the easements granted under subparagraph (a) quoted in paragraph 2 above; provided, (i) that the use of said Park for such purposes shall at all times be subject to reasonable regulation by the owner or owners from time to time of said Park; (ii) that neither the grant of such easements as herein provided, nor the use of said Park by the grantees of such easements, nor anything in this instrument or in any recorded plat of subdivision contained, shall be deemed or construed to impose upon the undersigned, or its successors or assigns, or the owner or owners from time to time of said Park, any duty to

BOOK 1432 PAGE 299

[REDACTED] and (iii) that neither the easements herein granted nor the easements granted under said subparagraph (a) above shall prohibit the erection or maintenance by the undersigned, or its successors or assigns, or by the owner or owners from time to time of said Park, of shelters, piers, floating docks, rafts or similar structures in or upon said Park, or in or upon the waters of the Lake bordering upon said Park.

5. The easements hereinabove in paragraph 4 granted and declared shall be deemed to be and shall be construed as easements appurtenant and appendant to the lots in said subdivisions hereinabove referred to and not easements in gross, and said easements shall be available, as hereinabove provided, not only to the legal owners from time to time of said lots but also to the lawful occupants from time to time of said premises.

6. At any time hereafter the undersigned, or its successors or assigns, shall have the right to convey Lomond Park No. 2, or any part or parts thereof, to any association or group of property owners organized for the purpose of acquiring and holding title to said Park. Any such conveyance shall be made subject to the easements and rights declared, granted and reserved in this instrument.

IN WITNESS WHEREOF, the undersigned has caused its name to be affixed to these presents by its President and its corporate seal to be hereto affixed and attested by its Asst. Secretary, this 5th day of April

1956.



ARTHUR T. MCINTOSH & COMPANY

By [Signature] Vice President

[Signature] Asst. Secretary

BOOK 1432 PAGE 300

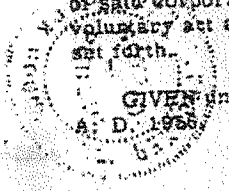
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WAV THOMPSON, personally known to me to be the VICE President of ARTHUR T. MCINTOSH & COMPANY, a corporation, and FLINDA A R FHR, personally known to me to be the ASST Secretary of said corporation, and personally acknowledged that as such VICE President and ASST Secretary they signed and delivered the said instrument as VICE President and ASST Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of April

A. D. 1956

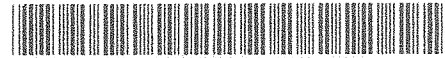
Thomas C. [Signature]
Notary Public



State of Illinois ss. No. 54341
Cook County ss. No. 100
Filed for Record at 1:00 o'clock
P.M. APR 5 - 1956 and
recorded in Book 1432 of
RECORDS Page 292
Stanley H. [Signature]
Notary Public

EXHIBIT G

“AMENDED AND RESTATED” DOCUMENT
PURPORTING TO IMPOSE FINANCIAL
OBLIGATIONS ON EASEMENT OWNERS CREATED
BY ATTORNEY KATHERINE GRIFFITH OF KOVITZ
FIRM



Image# 054491330030 Type: DEC
Recorded: 10/22/2015 at 04:10:24 PM
Receipt#: 2015-00064636
Page 1 of 30
Fees: \$65.00
IL Rental Housing Fund: \$9.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder
File 7241293

**AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS AND EASEMENTS FOR
LOCH LOMOND PROPERTY OWNERS
ASSOCIATION**

Document Prepared By
And after Recording Send To:

Katharine W. Griffith
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060

30 CG

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND
EASEMENTS FOR
LOCH LOMOND PROPERTY OWNERS ASSOCIATION**

TABLE OF CONTENTS

ARTICLE I – DEFINITIONS	1
ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION.....	3
ARTICLE III - ASSOCIATION OF OWNERS AND ADMINISTRATION AND OPERATION OF THE PROPERTY	3
ARTICLE IV - USE RESTRICTIONS	5
ARTICLE V – EASEMENTS	6
ARTICLE VI - COMMON EXPENSES/ASSESSMENTS	8
ARTICLE VII – INSURANCE	11
ARTICLE VIII – AMENDMENTS.....	12
ARTICLE IX - GENERAL PROVISIONS.....	12
EXHIBIT A – LEGAL DESCRIPTION.....	15
EXHIBIT B - CERTIFICATION AS TO OWNER APPROVAL	16
EXHIBIT C - BYLAWS.....	17

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND
EASEMENTS FOR
LOCH LOMOND PROPERTY OWNERS ASSOCIATION**

This Amended and Restated Declaration is adopted pursuant to a vote of two-thirds (2/3) of the Owners of the Loch Lomond Property Owners Association ("Association") approving to amend the Original Declarations. Any Amendment hereto must be recorded.

WHEREAS, the Association and its Owners hold legal title to a certain parcel of real estate in the County of Lake and State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof, and hereinafter referred to as the "Property"; and

WHEREAS, the Association and its Owners desire to preserve the values and amenities in their community by subjecting the Property owned by them and described herein to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property; and

WHEREAS, the Association is a Not-for-Profit Corporation, incorporated under the laws of the State of Illinois to administer and enforce the covenants, conditions, restrictions, easements, charges, and liens as delineated in this Declaration; and

WHEREAS, the Association and its Owners affirmatively elect to be covered by the Illinois Common Interest Community Association Act, 765 ILCS, 160 et seq.; and

NOW THEREFORE, the Association and its Owners hereby declare that the real Property hereinabove set forth shall be held, occupied, sold and conveyed subject to the covenants, conditions, restrictions, reservations, easements, charges and liens created herein, which are for the purpose of promoting and enhancing the value, desirability and attractiveness of the Property. These easements, restrictions, covenants and conditions shall be considered as covenants running with the Property and shall be binding on all parties acquiring any interest in and to the aforesaid Property or any part thereof, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

(a) Act – Illinois Common Interest Community Association Act, 765 ILCS, 160 et seq.

(b) Association – The Loch Lomond Property Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

(c) Board – The Board of Directors of the Association, which is the governing body of the Association.

(d) Bylaws – The Amended Bylaws, attached hereto as Exhibit C, which govern the administration and operation of the Association, as the same may be amended from time to time.

(e) Common Area – That portion of the Property other than the Lots, together with all improvements thereon, title to which is held by the Association.

(f) Common Expenses – All expenditures lawfully made or incurred by or on behalf of the Association for the maintenance, repair and replacement of the Common Area, taxes and insurance thereon, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

(g) Community Instruments – All documents and authorized amendments thereto recorded by the Association, including, but not limited to the Declaration, Bylaws, Plat and rules and regulations.

(h) Declaration – This Amended and Restated Declaration of Restrictions and Easements for Loch Lomond Property Owners Association and all amendments thereof filed for record in the Office of the Recorder of Deeds of Lake County, Illinois.

(i) Dwelling – Any improved property intended for use as a single-family detached dwelling located within the Property.

(j) Lot – Any plot of land shown upon the plat which is designated as a separate lot thereon.

(k) Member – The individual or entity designated as an Owner and entitled to one vote as defined by the Declaration and Bylaws.

(l) Original Declaration – The Declaration recorded by Arthur T. McIntosh & Company as Document Nos. 822721, 874973 and 903410 with the Office of the Recorder of Deeds of Lake County, Illinois, and as amended by the Agreement to Extend Restrictions and Easements recorded as Document No. 2087334 with the Office of the Recorder of Deeds of Lake County, Illinois.

(m) Owner – The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any lot, including contract sellers having such interest merely as security for the performance of an obligation.

(n) Plat – The plat of subdivision recorded against the subject property in the Office of the Recorder of Lake County, Illinois and any amendments or additions thereto, incorporated herein by reference only.

(o) Prescribed Delivery Method – Mailing, delivering, posting in an Association publication that is routinely mailed to all owners, or any other delivery method, including electronic, that is approved in writing by the owner and authorized by the Community Instruments.

(p) Property – The real estate described in Exhibit A, attached hereto, together with all improvements thereon.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

The real Property legally described in Exhibit A, which is attached hereto and made a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. Said real Property described in Exhibit A shall hereinafter be referred to as the "Property".

ARTICLE III
ASSOCIATION OF OWNERS AND
ADMINISTRATION AND OPERATION OF THE PROPERTY

Section 1. Association. An Illinois Not-For-Profit Corporation has been and shall be formed to act as the governing body for all of the Owners.

Section 2. Membership. Every Owner of a Dwelling or Lot is hereby declared to be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of such Owner's Dwelling or Lot. Each such Owner, by acceptance of a deed or other conveyance of a Dwelling or Lot, thereby becomes a Member, whether or not this Declaration or such Membership is made a part of, incorporated by reference in, or expressed in said deed or conveyance. There shall be one Membership allocable to each Dwelling or Lot (herein called a "Unit Membership") and any Member who is the Owner of more than one such Dwelling or Lot shall have the number of Unit Memberships equal to the number of such Dwellings or Lots. If the record ownership of a Dwelling or Lot shall be in more than one person, or if an Owner of a Dwelling or Lot is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto, shall be designated by such Owner or Owners in writing.

Section 3. Voting Rights. The Association shall have one class of voting Membership. Members shall be all those Owners as defined in Article I. Members shall be entitled to one vote for each Lot or Dwelling in which they hold the interest required for Membership by this Article. When more than one person holds such interest in any Lot or Dwelling, all such persons shall be Members. The vote for such Lot or Dwelling shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling. All Members holding any interest in a single Lot or Dwelling shall together be entitled to cast only one vote for the Lot or Dwelling.

Section 4. Applicability. The provisions of this Article shall be mandatory. No owner of any interest in any Lot or Dwelling shall have any right or power to disclaim, terminate or withdraw from his Membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

Section 5. Method of Voting. The total number of votes which may be cast on any matter requiring assent of Members of the Association shall be equal to the total number of Unit Memberships at the time of any such vote. Whenever a vote of the Members of the Association is required pursuant to this Declaration, or pursuant to the Articles of Incorporation or Bylaws of the Association, or is otherwise required by law, such votes shall be cast only by the respective Members or by proxy. Unless this Declaration or the Articles of Incorporation or Bylaws of the Association, or any law, shall specify a greater vote, all Association matters requiring action by Members shall be decided by a majority of the votes cast by the Members voting at a meeting at which a quorum (as defined in the Bylaws) is present.

Section 6. Board of Directors. The Association shall be governed by its Board of Directors duly appointed or elected as provided in the Bylaws of the Association. The Board shall administer the Common Areas in accordance with the terms and provisions of this Declaration, and in accordance with the Bylaws of the Association. All matters requiring action by the Board shall be decided by the majority vote of the Board, except as otherwise provided herein or in the Bylaws.

Section 7. Informal Action by Directors. Unless specifically prohibited by the Bylaws of the Association, any action required by this Declaration to be taken by the Board may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the directors of the Board entitled to vote with respect to the subject matter thereof. Any such consent signed by all the directors of the Board shall have the same effect as a unanimous vote.

Section 8. Board Liability. The Board, Members of the Board, Officers of the Association, and the agents and employees of any of them (all of the above hereinafter referred to as the "Protected Parties"), shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions which shall occur subsequent to the date of the recording of this Declaration, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend any and all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. Each Owner shall be entitled to a right of contribution from every other Owner in respect of said indemnity to the end that, to the extent possible, the burden of any such indemnity shall be borne by the Owners at the time the loss, cost, damage or expense is incurred in the proportion that the number of Dwellings or Lots in the Property owned by each respective Owner bears to the total number of Dwellings or Lots in the Property at the time the loss, cost, damage or expense is incurred. The Board shall assess each Owner for his share of the cost of such indemnification, and such assessment shall be collectible and enforceable in mode and manner as set forth in Article VI hereof. To the extent possible the obligation of the Owners for indemnification and the Board's liability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

Section 9. Nonprofit Purposes of Association. Nothing herein shall be construed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of the Members.

Section 10. Governing Law. Except as otherwise provided in this Declaration, the Association, the Board, officers and Members shall be governed by the Illinois General Not for Profit Corporation Act and the Illinois Common Interest Community Association Act.

Section 11. Board as Representative of Owners. The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Area or more than one Dwelling or Lot, on behalf of the Owners as their interests may appear.

Section 12. Management of Property. The Board may engage the services of a qualified property manager (herein sometimes referred to as the "Managing Agent") to maintain, repair, and administer and operate the Common Areas, to the extent deemed advisable by the Board. The cost of such services shall be a Common Expense.

ARTICLE IV
USE RESTRICTIONS

Section 1. No building or structure of any nature or kind whatever, including, but without limiting the generality of the foregoing, shelters, boat houses, floating docks, rafts or similar structures, shall be located nearer the lot line of any lot than the building setback lines shown on the plat of the Subdivision, except that piers may be constructed beyond such lines by the owners of lots abutting on the lake. Before erection of any such piers and rafts, plans and specifications for same, showing the shape, size, materials and location, shall be submitted to the Loch Lomond Property Owners Association for written approval.

Section 2. No building or structure shall be erected or maintained on any lot for manufacturing, industrial or business purposes.

Section 3. No noxious or offensive activity or nuisance shall be carried on in the Property nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Dwellings on the Property. An Owner of a Lot shall do no act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

Section 4. No building shall be erected or maintained on any lot unless it be a dwelling house designed and equipped for occupancy as a private residence by a single family only, provided that at the time or after (but not before) the erection of any such dwelling house, one accessory building (including private garage or other out-building) may be erected and maintained as an appurtenance of such dwelling house. Owners whose lots have more than one accessory building as of the effective date of this Declaration shall be permitted to maintain those existing accessory buildings, provided that after the effective date of this Declaration, all Owners must obtain prior written consent from the Board before erecting additional accessory buildings on a lot.

Section 5. No permanent advertising sign or billboard shall be erected or maintained on any Lot.

Section 6. No obstruction or diversion of any drainage ditch, channel or lake shall be suffered or permitted, including the use of lake water for private use; no sewage or drainage of any kind or character shall be permitted to enter said Lake other than surface water in its natural flowage; and no rubbish, waste, grass cuttings or any foreign matter whatsoever shall be thrown into or deposited in said Lake. No noxious substances shall be allowed to enter the lake. No fertilizer or chemicals, other than those approved by the Board of Directors shall be allowed to enter the lake.

Section 7. The Board shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area as the Board of Directors of the Association in its sole discretion deems appropriate or necessary.

ARTICLE V **EASEMENTS**

Section 1.

(a) A perpetual easement in, upon, over and across the Lake in favor of the Owners from time to time of any and all lots in the Association, or of any lot or tract into which the Association, or any part thereof, shall be subdivided or resubdivided by the undersigned, or its successors or assigns, for the purpose of skating, bathing, fishing and boating (other than in motor boats or motorized vehicles of any description which shall only be permitted with prior written Board consent or for emergency purposes) but not including the purpose of hunting, provided:

(i) that the use of said Lake for such purposes shall at all times be subject to regulations by the Loch Lomond Property Owners Association from time to time of said Lake;

(ii) that the grant of such easements as herein provided, and the use of said Lake by the grantees of such easements shall be deemed and construed to impose upon the Loch Lomond Property Owners Association, and its successors or assigns, from time to time of said Lake, the duty to maintain said Lake in its present, or any other, size, depth or condition;

(iii) that in the event of a permanent lowering of the water level of said Lake and a resultant formation of beaches or additional land adjoining the lots or tracts abutting on said Lake, said easements shall attach thereto solely in favor of the owner of each such abutting lot or tract, and the owners of lots or tracts not abutting on said Lake shall have no easement rights hereunder in, upon, over or across any such beach or additional land; that the Loch Lomond Property Owners Association will not be liable for any damage caused to lots abutting on said Lake by reason of erosion caused by natural factors;

(iv) that the easements herein granted shall not prohibit the erection or maintenance of piers or rafts by the owners or lawful occupants of the lots or tracts abutting on the Lake under the restrictions and conditions hereinabove specified; and

(v) that the channel portion of the Lake which abuts on Lomond Drive, all as shown on the plat of the Subdivision, shall never be used by the owners or lawful occupants of any lots or tracts not abutting on said channel as a means of access to and ingress and egress to and from the Lake for the enjoyment of the easements herein granted.

(b) A perpetual easement in, upon, over and across the real estate known and hereinafter referred to as North and South Beach; private beaches designated by the name of Lomond Park on the plat of the Subdivision, in favor of the owners from time to time of any and all lots in the Subdivision for use as beaches and as means of access to and ingress and egress to and from the Lake for the enjoyment of the easements granted under subparagraph (a) above; provided,

(i) that the use of said beaches for such purposes shall at all times be subject to reasonable regulations by the Loch Lomond Property Owners Association from time to time of said beaches;

(ii) that the grant of such easements as herein provided, and the use of said Beaches by the grantees of such easements, shall be deemed and construed to impose upon the Loch Lomond Property Owners Association, and its successors or assigns, the duty to maintain said Beaches in their present or any other conditions, and

(iii) that neither the easements herein granted nor the easements granted under subparagraph (a) above shall prohibit the erection or maintenance by the Loch Lomond Property Owners Association, or its successors or assigns, or by the owner or owners from time to time of said Beaches, of shelters, piers, floating docks, rafts or similar structures in or upon said Beaches, or in or upon the waters of the Lake bordering upon said Beaches.

(c) None of the easements herein granted extend to the Loch Lomond dams or spillways or any watercourse on Loch Lomond Property Owners Association property except to the Loch Lomond Property Owners Association for purposes of authorized inspection and maintenance.

Section 2. The easements hereinabove granted and declared shall be deemed to be and shall be construed as easements appurtenant and appendant to the lots and parcels of real estate hereinabove referred to and not easements in gross, and said easements shall be available as hereinabove provided, to the legal owners from time to time of said lots and parcels of real estate, and to the lawful occupants of said premises.

Section 3. The Loch Lomond Property Owners Association from time to time may make minor adjustments in the legal description of the subdivision because of changed circumstances, but at no time will the boundaries be extended beyond the roads currently known as U.S. Route

45, Illinois Route 176, Midlothian Road, Dunbar Road, and the lots currently fronting on Dunleer Road and Rye Road.

ARTICLE VI
COMMON EXPENSES/ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation. Each Owner of a Dwelling or Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each Dwelling or Lot owned by such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association such assessments as are levied pursuant to the provisions of this Declaration. Such assessments, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and continuing lien upon the Dwelling or Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the personal obligation of the Owner who was the Owner of such Dwelling or Lot at the time when the same fell due. Such personal obligation shall pass to his successors in title and shall also constitute a lien on the land effected thereby until fully paid.

Section 2. Purpose of Assessments. The assessments for Common Expenses levied by the Association shall be used for the making of repairs, replacements and additions to the Common Area, defraying the cost of labor, equipment, and material required for the maintenance and enjoyment of the Common Area, and Board-approved activities. Common Expenses shall include all costs of insurance on the Common Areas and the real estate taxes on same.

Section 3. Assessment Procedures.

(a) Preparation of Estimated Budget. Each year, the Association shall estimate the total amount necessary for Common Expenses to meet the Association's obligations during the ensuing fiscal year for Common Expenses, a copy of which estimated budget shall be provided to all Owners at least thirty (30) days but not more than sixty (60) days prior to its adoption by the Association. The annual budget shall take into account any estimated net operating income or deficit which may result from the operation of the Common Area during such year and income from user charges to be received pursuant to this Section 3. Said "estimated cash requirement" shall be allocated among and assessed to Owners in accordance with the provisions of Section 6 hereof. The Association shall give written notice, mailed or delivered, to each Owner no less than ten (10) and no more than sixty (60) days prior to any meeting of the Association concerning the adoption of any proposed budget or any increase or establishment of an assessment. The Board shall (i) make available for review to all owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and sharing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

(b) Date Payments Due. On or before March 15th of the ensuing year, or by Memorial Day of the ensuing year for those Owners who have requested and been approved by the Board to make two installment payments, each Owner shall be personally obligated to pay, in the manner prescribed by Sections 6 and 7 hereof, such Owner's annual Common Expense assessment. If the actual expenditures paid or provided for by the Association during said year shall be more or less than said estimated cash requirement, any net shortage or excess shall be applied to the subsequent tax year's estimated cash requirement or transferred into the Association's reserve fund.

(c) Commencement of Assessments. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of annual assessment shall be due on the first day of the month immediately preceding the effective date of the changed assessment. An Owner shall first be liable for payment of the assessment on the date of the conveyance of title to him, prorated through the end of the calendar year.

(d) Reserve. The Board shall build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve.

(e) Failure to Prepare Annual Budget. The failure or delay of the Association to prepare an annual or an adjusted estimated budget shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of the estimated cash requirement as herein provided, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate, each Owner shall continue to pay the annual charge at the then existing rate established for the previous period.

Section 4. In addition to the annual assessment authorized by Section 3, the Board has the authority to levy a separate assessment or revised budget, subject to the following:

(a) If an adopted budget or any separate assessment adopted by the board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the common interest community association, upon written petition by Owners with 20% of the votes of the association delivered to the board within 14 days of the board action, shall call a meeting of the Owners within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Owners are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(b) If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all Owners and specifically identify the subsequent assessments needed to offset this variance in future budgets.

(c) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of subsections (a) and (d) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership

(d) Assessments for additions and alterations to the Common Areas or to the Association-owned Property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the Owners at a meeting called for that purpose.

(e) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (c) and (d) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

Section 5. Allocation of Assessments Among Owners. Both annual and special assessments shall be fixed at a uniform rate for all Lots, and the rate shall equal the assessments for the Common Area against Lots in Association.

Section 6. Payment of Assessments.

(a) Assessments allocated under Section 6 hereof to Owners shall be levied against each such Owner for the Common Expenses as, provided in the Declaration. Each such Owner shall pay the assessment levied by the Association directly to the Association on an annual basis or as otherwise directed by the Association.

(b) Upon written demand of an Owner or a Mortgagee at any time, the Association shall furnish such Owner or Mortgagee a written dated certificate signed by an officer or agent of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's Dwelling or Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments theretofore levied and not stated therein as unpaid.

(c) The Association may provide that the assessments may be paid in full the first day of the calendar year until otherwise provided.

Section 7. Nonpayment of Assessments.

(a) Any installment of an assessment which is not paid to the Association when due shall be delinquent. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, late fees, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may enforce and foreclose any lien it has or which may exist for its benefit.

(b) No Owner shall be relieved of personal liability for the assessments and for other amounts due as provided herein by nonuse of the Common Area or abandonment or transfer of ownership of his Dwelling or Lot, provided that upon transfer of ownership of a Dwelling or Lot, the transferor shall not be responsible for assessments accruing after the date of transfer.

(c) The lien of the assessments provided for in Section 1 hereof shall be subordinate to the lien of any first 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 the earlier of the date the holder of said mortgage takes possession of the Dwelling or Lot, accepts a conveyance of any interest in the Dwelling or Lot or has a receiver appointed in a suit to foreclose his lien. Such taking of possession, conveyance or appointment shall not relieve the holder of said mortgage from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Except for the foregoing, the lien for assessments provided for in Section 1 shall not be affected by any sale or transfer of a Dwelling or Lot.

(d) In addition to the rights and remedies set forth in this Section 7, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after written notice to said Owner by the Board, of the amount of unpaid charges or assessments and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Dwelling from any defaulting Owner, to put out said Owner, or an occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided in the Forcible Entry and Detainer Act, 735 Illinois Compiled Statutes 5/9-101, et. seq.

ARTICLE VII INSURANCE

Section 1. The Association or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Association deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Area against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Association) of any repair or reconstruction in the event of damage or destruction from any such hazard.

Section 2. The Association or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Area and all damage or injury caused by the negligence of the Association, its Members, its trustees and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Association.

Section 3. All such insurance coverage for the Common Area obtained by the Association shall be written in the name of the Association and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force shall be vested in the Association.

Section 4. It shall be the individual responsibility of each Owner at his own expense to provide public liability, property damage, title, and other insurance with respect to his own Lot, Dwelling and personal property.

Section 5. The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association plus the Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company.

ARTICLE VIII **AMENDMENTS**

This Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by owners representing not less than two-thirds (2/3rds) of the Lots. Any change, modification or rescission shall not be effective until such instrument is duly recorded in the Office of the Recorder of Deeds for Lake County, Illinois.

ARTICLE IX **GENERAL PROVISIONS**

Section 1. Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. The Association shall have the authority to levy and collect reasonable fines from Owners, after notice and an opportunity to be heard, for violations of the Declaration, Bylaws and rules and regulations of the Association. The Association shall also have the authority to charge reasonable late fees, as established by the Board from time to time for unpaid assessments after thirty (30) days from due date and interest at the current rate provided by Illinois law. All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceeding, including court costs and attorneys' fees, together with interest thereon at the current Illinois rate per annum provided by Illinois law, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his lot and be enforceable as provided in Article VI.

Section 2. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the harmonious development of the Property.

Section 3. Headings and Gender. The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles or Paragraphs to which they apply. The word "his", whenever used in this Declaration shall include the masculine, feminine, and neuter pronouns.

Section 4. Rights of Mortgage. All covenants and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of Trust in the nature of a mortgage now or hereafter executed, encumbering any of the Property so that none of said covenants or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of Trust in the nature of a mortgage.

Section 5. Rights and Obligations. Each grantee and their successors and assigns, by the acceptance of a deed of conveyance, a mortgage or a Trust deed, accepts said deed, mortgage or Trust deed, as the case may be, subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits, and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Title in Land Trust. In the event title to any lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot.

Section 7. If any provision or provisions, or if any portion of any provision or provisions in this Declaration or the Bylaws is found by a court of law to be illegal, invalid, unlawful, void or unenforceable as written, then such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable that the remainder of this Declaration and the Bylaws shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein; and that the rights,

obligations and interests arising under the remainder of this Declaration and the Bylaws shall continue in full force and effect.

Section 8. If found unlawful, void or voidable for violation of the rule against perpetuities, then such provisions of this Declaration shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the President of the United States and the Governor of Illinois.

Section 9. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, as shown in the records of the Association at the time of such mailing, or as distributed through a prescribed delivery method approved by the Owner and authorized by the Community Instruments.

Signed and Acknowledged this 19 day of October, 2015.

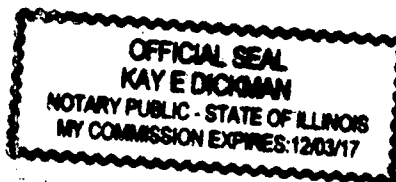
Loch Lomond Property Owners Association

James Carroll
President

[Signature]
Secretary

Subscribed and Sworn to before me this
19th day of OCTOBER, 2015.

Kay E. Dickman
Notary Public



My Commission Expires: 12/03/2017

EXHIBIT A

Legal: Lots 1 Through 31 In Block 1; Lots 1 Through 3 In Block 2; Lots 1 Through 35 In Block 3; Lots 1 Through 41 In Block 4; Lots 1 Through 18 In Block 5; Lots 1 Through 40 In Block 6; Lots 1 Through 19 In Block 7; Lots 1 Through In Block 8; Lots 1 Through 14 In Block 9; Lots 1 Through 18 In Block 10; Lots 1 Through 16 In Block 11; Lots 1 Through 16 In Block 12; Lots 1 Through 3 In Block 13; Lots 1 Through 27 In Block 14; Lots 1 Through 13 In Block 15; And Lots 1 Through 12 In Block 16 In Loch Lomond A Subdivision In Part Of Section 24, Township 44 North, Range 10 East Of The Third Principal Meridian, According To The Plat Thereof Recorded April 7, 1954 As Document 820686 In Book 32 Of Plats, Page 98 In Lake County, Illinois.

Lots 1 Through 23 In Block 1; Lots 1 Through 27 In Block 2; Lots 1 Through 15 In Block 3; Lots 1 Through 34 In Block 4; Lots 1 Through 27 In Block 5; Lots 1 Through 14 In Block 6; Lots 1 Through 21 In Block 7; Lots 1 Through 7 In Block 8; Lots 1 Through 16 In Block 9; Lots 18 Through 22 In Block 9; Lots 1 Through 19 In Block 10 In Loch Lomond, Unit Number 2, A Subdivision Of Part Of Sections 13 And 24, Township 44 North, Range 10, East Of The Third Principal Meridian, According To The Plat Thereof, Recorded April 8, 1956 As Document 903400, In Lake County, Illinois.

Lots 1 Through 13 In Block 1; Lots 1 Through 7 In Block 2; Lots 1 Through 12 In Block 3; Lots 1 Through 7 In Block 4 In Loch Lomond Unit No. 3, A Subdivision Of Part Of The East Half Of Section 24, Township 44 North, Range 10, East Of The Third Principal Meridian, According To The Plat Thereof Recorded June 13, 1955 As Document 868693 In Book 1349 Of Records, Page 115, In Lake County, Illinois.

Lots 94, 95, 96, 97, 141, 142 And 159 In Seminary View Subdivision, Being A Subdivision Of Part Of The Northeast Quarter Of The Southeast Quarter And Of The Southeast Quarter Of The Northeast Quarter Of Section 24, Township 44 North, Range 10, East Of The Third Principal Meridian, In Book "Q" Of Plats, Pages 50 And 51 As Recorded On September 27th, 1926 As Document Number 286952 In Lake County Illinois.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 And 24 In Peramores Fourth Addition To Loch Lomond Being A Subdivision Of Part Of The Southeast Quarter Of Section 24, Township 44 North, Range 10, East Of The Third Principal Meridian, In Lake County, Illinois.

Lots 1 Through 11 In Hickory Hills Estates, Being A Subdivision Of Part Of The Northeast 1/4 And The Northwest 1/4 Of Section 24, Township 44 North, Range 10, East Of The Third Principal Meridian, According To The Plat Thereof Recorded December 4, 1997 As Document 4055349, In Lake County, Illinois.

EXHIBIT B

CERTIFICATION AS TO OWNER APPROVAL

I, JEAN POTILLO, do hereby certify that I am the duly elected and qualified secretary for the Loch Lomond Property Owners Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration was duly approved by at least 2/3 of the owners.

J Potillo
Secretary

Dated this 19 day of October, 20 15

EXHIBIT C

BYLAWS

ARTICLE I – ASSOCIATION

Section 1. The Association shall be governed by a Board of Directors as described below.

Section 2. This organization shall operate under a not-for-profit State of Illinois charter and in accordance with the Illinois Common Interest Community Association Act.

ARTICLE II – MEMBERSHIP

Section 1. Membership. Every Owner of a Dwelling or Lot is hereby declared to be a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of such Owner's Dwelling or Lot. Each such Owner, by acceptance of a deed or other conveyance of a Dwelling or Lot, thereby becomes a Member, whether or not the Declaration or such Membership is made a part of, incorporated by reference in, or expressed in said deed or conveyance. There shall be one Membership allocable to each Dwelling or Lot (herein called a "Unit Membership") and any Member who is the Owner of more than one such Dwelling or Lot shall have the number of Unit Memberships equal to the number of such Dwellings or Lots. If the record ownership of a Dwelling or Lot shall be in more than one person, or if an Owner of a Dwelling or Lot is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto, shall be designated by such Owner or Owners in writing. All members shall pay yearly dues and assessments as hereinafter set forth.

Section 2. Voting Rights. The Association shall have one class of voting Membership. Members shall be all those Owners as defined in Article I of the Declaration. Members shall be entitled to one vote for each Lot or Dwelling in which they hold the interest required for Membership by Article III of the Declaration. When more than one person holds such interest in any Lot or Dwelling, all such persons shall be Members. The vote for such Lot or Dwelling shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling. All Members holding any interest in a single Lot or Dwelling shall together be entitled to cast only one vote for the Lot or Dwelling.

Section 3. Applicability. The provisions of this Article shall be mandatory. No owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his Membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

Section 4. Method of Voting. The total number of votes which may be cast on any matter requiring assent of Members of the Association shall be equal to the total number of Unit Memberships at the time of any such vote. Whenever a vote of the Members of the Association

is required pursuant to this Declaration, or pursuant to the Articles of Incorporation or Bylaws of the Association, or is otherwise required by law, unless this Declaration or the Articles of Incorporation or Bylaws of the Association or any law, shall specify a greater vote, all Association matters requiring action by Members shall be decided by a majority of the votes cast by the Members voting at a meeting at which a quorum (as defined in the Bylaws) is present.

A member may vote:

(a) by proxy executed in writing by the member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the community instruments or the written proxy itself provide otherwise, proxies will not be valid for more than 11 months after the date of its execution; or

(b) by submitting an Association-issued ballot in person at the election meeting; or

(c) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration or Bylaws.

Section 5. The members of the Association shall register with the Secretary or property manager under contract to the Association and conform to the membership regulations set forth in this article. In the event of a change of voter, mailing address, or e-mail address, the Secretary or property manager under contract to the Association shall be notified of said change in writing, by e-mail, or by editing member's data on a website maintained for the purpose, within thirty days of the effective change.

ARTICLE III – MEETINGS OF MEMBERS

Section 1. The Annual Meeting of the Association, held for the election of Directors and other business that may come before it, shall be held during the month of November. The Annual Meeting shall be held at such hour and place as the Board of Directors shall direct.

Section 2. Special Meetings of the Association may be called at any time by the President, the Board of Directors, or by twenty percent (20%) of the membership, the call stating the object thereof. The notice of such Special Meeting shall in like manner state the object for which it is called, and only objects mentioned in such notice, and matters germane thereto, shall be considered at that Special Meeting. The Board of Directors may designate any place as the place of meeting for any annual meeting or for any special meeting. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Illinois.

Section 3. Notice of meetings. Written notice of any regular or special meeting shall be distributed through a prescribed delivery method not less than ten (10) days nor more than thirty (30) days prior to regular or special membership meetings, stating the date, place and the hour of the meeting, or in the case of removal of one or more directors, a merger, consolidation, dissolution or sale, lease or exchange of assets not less than twenty (20) nor more than sixty (60) days before the date of the meeting, to each Member entitled to vote thereat.

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 Association, with postage thereon prepaid.

Section 4. Quorum. Twenty percent (20%) of the membership, in person or via proxy, shall constitute a quorum at meetings of the members.

ARTICLE IV – BOARD OF DIRECTORS

Section 1. The Board of Directors shall be elected at large and shall be comprised of up to eleven (11) persons, although not less than three (3) persons, duly elected or appointed as provided in the Declaration and these Bylaws. Each Director shall be a Member of the Association. Each Director shall serve a term of one (1) year. Each director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves.

Section 2. Special meetings of the Board of Directors may be called by or at the request of the President or twenty-five percent (25%) of the members of the Board. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors called by them.

Section 3. Notice of each meeting of the Board of Directors shall be given at least forty-eight hours (48) previous thereto by sending written notice by using a prescribed delivery method or by posting copies of notices in conspicuous places on the Property, to each Owner unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. If mailed, such notice shall be deemed to be delivered when deposited in the United States Postal Service mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director 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 or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

The Board shall give Owners notice no less than ten (10) days nor more than sixty (60) days of any Board meeting, by mail or delivery, concerning the adoption of (i) the proposed annual budget, or (ii) regular assessments.

Section 4. The Board shall meet at least four (4) times annually. There shall be an Owners' forum at every Board meeting, but the Board may establish the time and length of said forum. All meetings of the Board of Directors shall be open to any Owner, and any vote on matters addressed there shall be taken during portions of such meetings open to any Owner, except for the portion of any meeting held: (a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Directors finds that such an action is probable or imminent; (b) to consider third party

contracts or information regarding appointment, employment or dismissal of an employee; or (c) to discuss violations of the Rules and Regulations of the Association or unpaid assessments owed to the Association.

Section 5. If there is a vacancy on the Board, the remaining members may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the membership or until members holding twenty percent (20%) of the votes of the Association request a meeting of the members to fill the vacancy for the balance of the term. A meeting of the members shall be called for the purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by the membership holding twenty percent (20%) of the votes of the Association requesting such a meeting.

Section 6. Any Director may be removed from office by a two-thirds majority vote of the membership, at a duly called Special Meeting.

Section 7. Board members shall not be compensated.

Section 8. A majority of the number of directors shall constitute a quorum for the transaction of business at a Board meeting.

Section 9. Conflict of Interest. A member of the Board of the Association may not enter into a contract with a current Board member, or with a corporation or partnership in which a Board member or a member of his or her immediate family has 25% or more interest, unless notice of intent to enter into the contract is given to owners within 20 days after a decision is made to enter into the contract and the owners are afforded an opportunity by filing a petition, signed by 20% of the membership, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this subsection, a Board member's immediate family means the Board member's spouse, parents, and children.

Section 10. Informal Action by Directors. Unless specifically prohibited by the Bylaws of the Association, any action required by the Declaration to be taken by the Board may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the directors of the Board entitled to vote with respect to the subject matter thereof. Any such consent signed by all the directors of the Board shall have the same effect as a unanimous vote.

Section 11. Board Liability. The Board, Members of the Board, officers of the Association, and the agents and employees of any of them (all of the above hereinafter referred to as the "Protected Parties"), shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions which shall occur subsequent to the date of the recording of the Declaration, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend any and all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. Each Owner shall be entitled to a right of contribution from

every other Owner in respect of said indemnity to the end that, to the extent possible, the burden of any such indemnity shall be borne by the Owners at the time the loss, cost, damage or expense is incurred in the proportion that the number of Dwellings or Lots in the Property owned by each respective Owner bears to the total number of Dwellings or Lots in the Property at the time the loss, cost, damage or expense is incurred. The Board shall assess each Owner for his share of the cost of such indemnification, and such assessment shall be collectible and enforceable in mode and manner as set forth in Article IV hereof. To the extent possible the obligation of the Owners for indemnification and the Board's liability hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

Section 12. Nonprofit Purposes of Association. Nothing herein shall be construed to give the Association authority to conduct an active business for profit on its own behalf or on behalf of the Members.

Section 13. Governing Law. Except as otherwise provided in the Declaration, the Association, the Board, officers and Members shall be governed by the Illinois General Not For Profit Corporation Act.

Section 14. Board as Representative of Owners. The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Area or more than one Dwelling or Lot, on behalf of the Owners as their interests may appear.

ARTICLE V – DUTIES OF OFFICERS

Section 1. The Board shall elect from among its members, those who shall hold the office of President, Vice-President, Secretary and Treasurer.

Section 2. The President shall preside at all meetings, appoint all committees and execute all the Association business. In addition, the President shall perform all such duties as naturally pertain to such an office or which may devolve upon the President from time to time. In the absence of the President, those duties shall devolve upon the Vice-President, who shall perform the duties of the President and shall be vested with all the President's powers. In the absence of both the President and Vice-President, the order of succession shall be the Treasurer, then the Secretary, and then the other members of the Board of Directors by seniority.

Section 3. The Vice-President shall assist the President in performing all duties as necessary and when requested. The Vice-President shall perform the President's duties in the absence of the President.

Section 4. The Secretary shall keep a record of all the meetings of the Association and of the Board of Directors, and shall, in the absence of other directions by the Board of Directors or the Association, carry on all correspondence in the name of the Association. The Secretary shall include in the minutes of each meeting of the Association and of the Board of Directors an itemized listing fully identifying all expenditures authorized or approved at each meeting.

Further, the Secretary shall be responsible for the custody and archival of all correspondence and other records not otherwise provided for in these Bylaws.

Section 5. The Treasurer shall collect all dues and other monies of the Association and deposit them in an insured State or National bank to be selected by the Board of Directors. The Treasurer shall keep the accounts of the Association and shall make disbursements of Association funds as directed by the Board of Directors. The Treasurer shall present in writing at each regularly scheduled meeting of the Association and of the Board of Directors a complete statement of all receipts and disbursements, bank balances, and obligations due, and shall submit additional information if required. A summary of the Treasurer's Report shall be incorporated into the minutes of each meeting and the detailed report shall be retained in the Secretary's records. The Treasurer shall also prepare an Annual Report of Receipts and Disbursements to be made available for audit and presented in writing to the membership at the Annual Meeting. The Treasurer shall also ensure that all required tax returns are prepared and filed in accordance with statutory requirements and such other reports as are required from time to time. The Treasurer shall be responsible for maintaining insurance coverage as directed by the Board. Some or all of the financial duties of the Treasurer may be delegated to a professional management firm selected by the Board and under contract to the Association.

ARTICLE VI –POWERS OF THE BOARD OF DIRECTORS

Section 1. General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these Bylaws, the Board shall have the following general powers and duties:

- (a) To elect the officers of the Association as hereinabove provided;
- (b) To administer the affairs of the Association and the Common Area;
- (c) To engage the services of a manager or managing agent who shall manage and operate the Common Area;
- (d) To formulate policies for the administration, management and operation of the Common Area;
- (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Common Area, and to amend such rules and regulations from time to time;
- (f) To provide for the maintenance, repair and replacement of the Common Area and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) To provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration,

management and operation of the Common Area and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners, their respective shares of such estimated expenses, as provided in the Declaration and these Bylaws; and

(i) After notice and an opportunity to be heard, to levy and collect reasonable fines from owners for violations of the Declaration, Bylaws, and rules and regulations of the Association.

(j) To exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Owners by the Articles of Incorporation, the Declaration or these Bylaws.

Section 2. Capital Additions and Improvements. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions or capital improvements to the Common Area (other than for purposes of replacing or restoring portions of the Common Area, subject to all the provisions of the Declaration) having a total cost in excess of Ten Thousand Dollars (\$10,000.00), without in each case the prior approval of the Members holding two-thirds (2/3) of the total votes.

Section 3. Tax Relief. In connection with the Common Area, the Board shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge all expenses incurred in connection therewith to the maintenance fund.

Section 4. Rules and Regulations. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Common Area, and for the health, comfort, safety and general welfare of the Owners and Occupants. Written notice of such rules and regulations shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

Section 5. Liability of the Board of Directors. The Members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board Members. The Owners shall indemnify and hold harmless each of the Members of the Board and each of the officers against all contractual liability to others arising out of contracts made by the Board or officers on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any Owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the Members

of the Board or officers, to the extent not covered by insurance, shall be limited to his proportionate share of the total liability thereunder.

ARTICLE VII – RULES OF ORDER

Section 1. The Order of Business must be read by the presiding Officer preceding all business at the Annual or Special Meeting:

1. Call to order
2. Presentation and approval of minutes of previous meeting
3. Presentation and approval of the Treasurer's Report
4. Reports of standing committees
5. Reports of special committees
6. Old Business
7. New Business
8. Adjournment

Section 2. In all cases not specifically covered by these Bylaws, Robert's Rules of Order Newly Revised (revised 2000) shall govern and shall be deemed to be a part thereof.

ARTICLE VIII - BOOKS AND RECORDS

Section 1. Records of the Association. The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any owner subject to the authority of the Board, their mortgagees, and their duly authorized agents or attorneys:

(a) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and Bylaws and any Amendments, Articles of Incorporation, annual reports, and any rules and regulations adopted by the Board shall be available.

(b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Community Areas, specifying and itemizing the maintenance and repair expenses of the Community Areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.

(c) The minutes of all meetings of the Board which shall be maintained for not less than 7 years.

(d) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the owners, which shall be maintained for not less than one year.

(e) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(f) With respect to units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the unit owner and a designation shall remain in effect until a subsequent document is filed with the Association.

Section 2. Request for Records. Where a request for records under this Section is made in writing to the Board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board.

Section 3 Fees. A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.

Section 4. Providing Records. If the Board fails to provide records properly requested under this Section within the time period provided above, the owner may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the owner prevails and the court finds that such failure is due to the acts or omissions of the Board.

ARTICLE IX - COMMITTEES

Section 1. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, which committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the Board of Directors in the management of the Association, by the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The members of the committees may either be directors or members of the Association, provided that at least one director shall participate on each committee.

Section 2. Each member of the committee shall continue as such until the next annual meeting of the members of the Association 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. One member of each committee shall be appointed chairman.

Section 4. 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. 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. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE X – DEFINITION OF TERMS

The terms used in these Bylaws shall have the same definition as set forth in the Declaration to which these Bylaws are attached to the extent such terms are defined therein.

ARTICLE XI - FISCAL YEAR

The fiscal year of the Association shall be from November 1 to October 31.

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