

SUPPLEMENTAL AND AMENDED  
DECLARATIONS OF RESTRICTIONS

AFFECTS UNIT # 3  
Unit # 6  
# 7  
# 5

WHEREAS, CHICAGO TITLE AND TRUST COMPANY, and Illinois Corporation as Trustee under Trust dated May 6, 1969, and known as Trust Number 53641 as Trustee and not individually is the Owner of the following described real estate, to wit:

✓ Lots Nos. 181, 184, 186, 187, 188, 189, 192, 193, 194, 195, 196, 197, 198, 199 and 200, all in Unit No. 3, in Long Grove Country Club Estates, a subdivision of part of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 41 North, Range 10, East of the Third Principal Meridian, and part of the Southwest 1/4 of the Southwest 1/4 of Section 30, and the North 10 rods of the West 1/2 of the Northwest 1/4 of Section 31 in Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois, and recorded April 8, 1964, as Doc. #1221500 and subject to Restrictions recorded April 23, 1964, as Document #1223181, amended August 30, 1965, by Document #1275257, and also

✓ Lots 253, 254, 255, 256, 259, 260, 263 and 264, all in Unit No. 6, in Long Grove Country Club Estates, a subdivision of part of the East half of the Northwest 1/4 of Section 31, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois, recorded March 29, 1965, as Document #1258117, and also

✓ Lots Nos. 205, 206, 207, 208, 209, 210, 225, 226 and 230, all in Unit No. 2, in Long Grove Country Club Estates, being a subdivision of part of the East half of the Northwest 1/4 and the West half of the Northeast 1/4 of Section 31, Township 43 North, Range 11, East of the Third Principal Meridian, recorded March 29, 1965, Document #1258118, in Lake County, Illinois, as amended by a Certificate of Correction dated May 10, 1965, and recorded May 14, 1965, as Document #1262701 in Lake County, Illinois, and subject to restrictions, and also

Lots Nos. 245, 246, 247, 248, 249 and 250 all in Unit No. 5 in Long Grove Country Club Estates, a subdivision of part of the East half of the Northwest 1/4 and of the West half of the Northeast 1/4 of Section 31, Township 43 North, Range 11, East of the Third Principal Meridian, according to plat thereof, recorded March 29, 1965, as Document #1258116 as amended by a Certificate of Correction dated May 10, 1965, and recorded May 14, 1965 as Document #1262700 in Lake County, Illinois, and subject to restrictions recorded April 19, 1965, as Doc. No. 1260012, and amended August 30, 1965, by Document #1275258, and

WHEREAS, CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation as Trustee under Trust dated April 24, 1969, and known as Trust Number 53551 as Trustee and not individually is the Owner of the following described real estate, to wit:

Lots Nos. 201, 202, 203, 220, 221, 222, 223, 224, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, all in Unit No. 5 in Long Grove Country Club Estates, a subdivision of part of

the East half of the Northwest 1/4 and of the West half of the Northeast 1/4 of Section 31, Township 43 North, Range 11, East of the Third Principal Meridian, according to plat thereof, recorded March 29, 1965, as Document #1258116 as amended by a Certificate of Correction dated May 10, 1965, and recorded May 14, 1965, as Document #1262700, in Lake County, Illinois, and subject to Restrictions recorded April 19, 1965, as Document No. 1260012, and amended August 30, 1965, by Document #1275258, and also

Lots Nos. 251 and 252 in Unit No. 6 in Long Grove Country Club Estates, a subdivision of part of the East half of the Northwest 1/4 of Section 31, Township 43 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois, recorded March 29, 1965, as Document #1258117, and

WHEREAS, LONG GROVE COUNTRY CLUB ESTATES, INC. (hereinafter referred to as Developer) has heretofore imposed upon the aforesaid real estate, either directly or by direction to the Chicago Title and Trust Company, certain covenants and restrictions, and

WHEREAS, Developer and Trustee desires to further provide for the preservation of the values and amenities, both present and future, of the aforesaid real estate and for the maintenance of both vacant lots and open spaces or common facilities which may be established in the future such as tennis courts, bicycle paths or other recreational facilities, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and present and future amenities of the aforesaid real estate, to create an agency to which should be delegated and assigned the powers of maintaining vacant lots and possible future common facilities and administering and enforcing all covenants and restrictions hereinbefore and hereinafter imposed on the aforesaid real estate, and collecting and dispersing the assessments and charges hereafter created, and

WHEREAS, Developer has incorporated under the laws of the State of Illinois as a not-for-profit corporation, THE FAIRWAYS ASSOCIATION for the purpose of exercising the functions aforesaid:

NOW THEREFORE, Developer and Trustee declare that the aforesaid described real estate shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinbefore recorded as Documents Nos. 1223181, 1260012, 1275258, and 1587291, as amended herein and to the further supplemental charges, liens, covenants and restrictions hereinafter set forth:

## ARTICLE I

### DEFINITIONS

Section 1. The following words, when used in this Declaration, shall have the following meanings:

- (a) "Association" shall mean and refer to THE FAIRWAYS ASSOCIATION.
- (b) "The Fairways" shall mean and refer to the aforesaid real estate and any additions thereto.

- (c) "Common Properties" shall mean and refer to those areas of land which may in the future be deeded to the Association and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of The Properties with the exception of future Common Properties as heretofore defined.
- (e) "Living Unit" shall mean and refer to any building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1. hereof.

## ARTICLE II

### ADDITIONAL PROPERTIES

Section 1. Subject to the approval of the Board of Directors of the Association, the Owner of any other lot(s) in Units 3, 4, 5, 6, 7, 8 or 9 may apply for membership in the Association provided that in the event such application is approved by the Board of Directors the Owner will subject such lot(s) to all of the conditions, terms, covenants and restrictions set forth in this Supplemental and Amended Declaration of Restrictions.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

Section 2. Voting Rights. Each record owner of a fee or undivided fee or interest in any Lot which is subject by covenants of record to assessment by the Association shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. above. When more than one person holds such interest or interests in any Lot all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

## ARTICLE IV

### PROPERTY RIGHTS IN FUTURE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to future Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Future Common Properties. The Developer may retain legal title to future Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (b) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- (c) The right of the Association to dedicate or transfer all or any part of the future Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to casting two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Developer for each Lot owned by him within The Properties hereby covenants and agrees and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyances, be deemed to covenant and agree to pay to the Association: (1) Annual Assessment and charges; and (2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

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

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1974, the annual assessment shall be \$20 per lot. From and after January 1, 1974, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding two years, and at the end of each such period of two years for each succeeding period of two years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessments for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Sections 1. and 3. hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purposes of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3. hereof and for the period herein specified the Association may change the maximum and basis of the assessments fixed by Section 3. hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting.

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

At the first meeting called, as provided in Sections 4. and 5. hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes shall constitute a quorum. If the required quorum is not forthcoming in any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4. and 5., and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments Due Dates. The Annual Assessment provided herein shall be payable on the first day of January following the purchase of any lot, and on January 1 of each year thereafter. The due date of any special assessment under Section 4. hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement in the amount of any assessment against each Lot for such assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

— The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association. If any assessment is not paid on the date due (being the date specified in Section 7. hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the cost of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use, and

(b) All Common Properties as defined in Article I Section 1. hereof.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VI

### SUPPLEMENTAL COVENANTS

Section 1. The Owner of any lot shall commence construction on said lot within eighteen (18) months after date of conveyance. If any Owner fails to commence construction within said eighteen month period such failure shall automatically grant to the Developer an option to reacquire the lot at the purchase price paid by the Owner. If Developer fails to exercise the Option provided herein within ninety (90) days after the expiration of the above eighteen month period, the Option provided herein shall be considered waived and of no further force or effect.

Section 2. In the event any Owner or his agents or employees shall dump grass clippings, construction materials, or any other trash, garbage or other waste on any other lot, drainage ditch or public right-of-way in The Properties, such Owner shall be responsible for the removal of same within five (5) days after written notice of such violation from either the Developer or the Association. In the event Owner refuses or fails to remove such debris within five (5) days after notice, the Developer or Association shall remove same and the cost of such removal shall constitute a Special Assessment against such Owner and the provisions of Article V, Section 9. shall be applicable for the collection of such Special Assessment.

Section 3. The Association shall have the right to clean up rubbish and debris and remove grass and weeds from, and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected lots or property, and the owners thereof may be charged with the reasonable expenses so incurred. The Association or its officers, agents or employees shall not be deemed guilty or liable for any matter of trespass or for any injury resulting from such abatement, removal or planting.

Section 4. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the terms of any of the restrictions and covenants heretofor and herein imposed or the By-Laws or Rules and Regulations adopted by the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be provided by the Court, provided no attorneys' fees may be recovered against the Association in any such action.

Section 5. Until such time as the Developer has sold all of the lots in THE FAIRWAYS the Developer reserves the right to cancel any or all restrictions hereinbefore or herein imposed provided that such cancellation does not adversely affect the value of immediately adjacent lots within THE FAIRWAYS.

ARTICLE VII

AMENDMENT OF EXISTING RESTRICTIVE COVENANTS

Section 1. Restrictive Covenants heretofore imposed on the real estate and recorded as Documents 223181, 1260012, 1275258, and 1587291 are hereby amended as follows:

- (a) Paragraph 1. "Land Use and Building Types" is hereby amended and modified by the deletion of Paragraph 1 in its entirety and the substitution of the following Paragraph 1, to wit:

"1. Land Use: No lot shall be used except for residential purposes or for a 'Common Property' devoted to the convenience, use and enjoyment of members of The Fairways Association. The exterior walls of all buildings shall be at least forty (40) percent brick, glass, stone or other masonry;"

- (b) Paragraph 6. "Livestock and Poultry" is hereby amended to permit two household pets to be kept on any lot.

CHICAGO TITLE AND TRUST COMPANY  
as Trustee under Trust dated May 6, 1969,  
and known as Trust No. 53641, as Trustee  
and not individually.

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FILED FOR RECORD IN RECORDS  
OFFICE LAKE COUNTY, ILLINOIS

JAN 18 '74 - 10 30 AM

Frank J. Nustra  
CLERK & CLERK RECORDER

BY:

Patricia Cuff  
Assistant Vice President

ATTEST:

Thomas F. Winters  
Assistant Secretary

STATE OF ILLINOIS)

) SS

COUNTY OF LAKE)

I, \_\_\_\_\_, a Notary Public in and for the County of COOK, State of Illinois, hereby certify that before me personally appeared on this day PATRICIA CUFF and THOMAS F. WINTERS as Assistant Vice President and Assistant Secretary, respectively, of Chicago Title and Trust Company, an Illinois Corporation, to me known to be the officers who executed the foregoing instrument as Trustees under Trust dated May 6, 1969, and known as Trust No. 53641, for all the purposes expressed in said instrument; and that they affixed to the signature of said corporation on said instrument the official seal of said corporation.

WITNESS, my hand and official seal on this 29th day of November, 1972.

Thomas F. Winters  
Notary Public