

## Kathy Lis

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**From:** Judy Holz [judyholz@comcast.net]  
**Sent:** Thursday, August 23, 2012 11:52 AM  
**To:** Kathy Lis  
**Subject:** RE: Reply to your July 18, 2012 email

**Categories:** Red Category

Kathy,

Would it be possible for you to provide me with the final full document which includes the last two revisions. I want to make sure that I have it correctly before it is uploaded to our website and printed out for mail to residents? Ideally I would like it in Word format which I would convert to pdf. However, having the document in Word format would be helpful should the future board members want to put forth any changes in the future for a vote.

Thanks.

Judy Holz

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**From:** Kathy Lis [mailto:kathy@hdoml.com]  
**Sent:** Wednesday, July 18, 2012 3:01 PM  
**To:** sharonfj91@comcast.net; rossconsultants@aol.com; bitstream72@hotmail.com; judyholz@comcast.net  
**Subject:** FW: Reply to your July 18, 2012 email

*Kathleen M. Lis  
Secretary to John C. Voorn  
Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.  
10759 West 159th Street  
Suite 201  
Orland Park, Illinois 60467  
(708) 403-5050  
(708) 403-9667 Fax*

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**From:** Kathy Lis  
**Sent:** Wednesday, July 18, 2012 2:51 PM  
**To:** Jim DeGrado  
**Cc:** John Voorn  
**Subject:** Reply to your July 18, 2012 email

***Kathleen M. Lis***  
***Secretary to John C. Voorn***  
***Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.***  
***10759 West 159th Street***  
***Suite 201***  
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**FOURTH AMENDMENT AND  
RESTATEMENT OF THE  
DECLARATION OF COVENANTS  
CONDITIONS, RESTRICTIONS,  
RESERVATIONS, EQUITABLE  
SERVITUDES, GRANTS AND  
EASEMENTS FOR GEORGETOWN HOMEOWNERS OF FRANKFORT**

**THIS FOURTH AMENDMENT AND RESTATEMENT OF** the Declaration of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements for **Georgetown Homeowners of Frankfort** (hereinafter Fourth Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WHEREAS**, the **Georgetown Homeowners of Frankfort** Estates Subdivision (hereinafter "**Georgetown Subdivision**") was established by the recording of the Plats of Subdivision (hereinafter the "plats") in the Office of the Recorder of Deeds, Will County, Illinois on May 30, 1989 as Document Number R89-25414 and May 30, 1989 as Document Number R89-25415.

**WHEREAS**, the Declaration (hereinafter "Declaration") of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements for **Georgetown Homeowners of Frankfort** was recorded in the Office of the Recorder of Deeds, Will County, Illinois on May 30, 1989 as Document Number R89-025420.

**WHEREAS**, a First Amendment to the Declaration was recorded with the Recorder of Deeds, Will County, Illinois on October 24, 2011 as Document Number R2011099488.

**WHEREAS**, a Second Amendment to the Declaration was recorded with the Recorder of Deeds, Will County, Illinois on March 26, 2002 as Document Number R 2002052168.

**WHEREAS**, a Third Amendment to the Declaration was recorded with the Recorder of Deeds, Will County, Illinois on May 24, 2004 as Document Number R2004091334.

**WHEREAS**, Bylaws were subsequently promulgated by the Board of Directors to provide

**This Document Prepared By and Return To:**  
**John C. Voorn**  
**Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.**  
**10759 West 159<sup>th</sup> Street**  
**Suite 201**  
**Orland Park, Illinois 60467**  
**(708) 403-5050**

**Common Address:**  
**Intersection of Harlem Avenue and Georgetown Commons Drive**  
**Frankfort, Illinois 60423**  
**PINs: See Exhibit "B"**

administrative provisions to govern the operation of the Association.

**WHEREAS**, the **Georgetown Subdivision** is a detached single-family home subdivision in Frankfort, Will County, Illinois, the legal description of which is set forth on Exhibit "A".

**WHEREAS**, the owners of the residential lots in the **Georgetown Subdivision** are members of an Illinois not-for-profit corporation named **Georgetown Homeowners Association of Frankfort**.

**WHEREAS**, the Association is governed by the owner elected/appointed Board of Directors.

**WHEREAS**, the Board and Lot Owners seek to remedy the many deficiencies in the Declaration and prior amendments by completely amending and restating it to include the Bylaws attached as Exhibit "C".

**WHEREAS**, the developer no longer owns any lots that are buildable in the subdivision.

**WHEREAS**, the Declaration contained an Amendment provision on Page 11, which provides as follows:

*"At any time and from time to time while these restrictions are in effect, they may be amended or revoked by the recording in the Office of the Recorder of Will County, Illinois, of an instrument declaring such amendment or revocation, which instrument shall be signed either by the Developer (or its successor and assigns) or by the then owners of not less than sixty percent (60%) of the lots in said subdivision, which Declaration (sic) shall be effective from and after the date of its recording; provided, however that if the Developer or its successors and assigns shall hold legal title to any lot or lots in the Subdivision, then an amendment or revocation signed by not less than sixty percent (60%) of the owners of such lots must also be signed by the Developer or its successors or assigns and if not so signed such amendment or revocation shall not be valid. A certificate signed and acknowledged by the Recorder of Will County or by an abstractor or title company doing business in Will County that any such instrument or amendment or revocation has been signed by the then owners of not less than sixty percent (60%) of such lots shall be deemed prima facie evidence that such instrument has been signed by the owners of the required number of lots. No certificate of any nature shall be required if such amendment or revocation shall be signed by the Developer or its successors and assigns. In the voting providing for herein and in making amendments and revocations of this Declaration, each of said originally platted lots shall be entitle (sic) to one (1) vote and shall count as one owner in determining the number of votes and owners." (Emphasis added)*

**WHEREAS**, the successor and assign of the developer has executed a written consent to this Fourth Amendment which Consent is attached hereto.

**WHEREAS**, in excess of sixty percent (60%) of the Lot Owners and the Board of Directors approve this Amendment to the Declaration and Bylaws.

**NOW THEREFORE**, the Declaration and Bylaws are hereby completely amended and restated as follows:

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
AND  
BYLAWS FOR GEORGETOWN HOMEOWNERS  
ASSOCIATION OF FRANKFORT**

**Article 1  
Definitions**

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.1 **ASSOCIATION**: Georgetown Homeowners Association of Frankfort, an Illinois not-for-profit corporation, its successors and assigns.

1.2 **BOARD**: The Board of Directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Five.

1.3 **BY-LAWS**: The By-Laws of the Association attached as Exhibit "C" to this Declaration.

1.4 **CHARGES**: The Community Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.5 **COMMON AREA**: Those Lots or portions of the Premises (if owned by the Association) in Exhibit "A" hereto or as is otherwise determined to be common area by the Board of Directors together with all improvements located above and below the ground and rights appurtenant thereto, but only if legal or beneficial ownership to the Common Areas is in the Association. Any reference in this Declaration to Community Expenses attributable to Common Areas will only be operative and be effective if the Common Areas are owned by the Association.

1.6 **COMMON AREA FIXTURES**: Those fixtures that may be located on the Common Area, including but not limited to play ground equipment, trash receptacles, seating, landscaping, etc.

1.7 **COMMUNITY ASSESSMENT:** The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.8 **COMMUNITY EXPENSES:** The expenses of administration (including management and professional services), operation, maintenance, repair, replacement, improvements and landscaping of the Common Area and the Association; the cost of insurance; and other necessary expenses for the Common Area and the Association; the cost of general and special real estate taxes and assessments levied or assessed against any portion of the Common Area owned by the Association; the cost of, and expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the operation and maintenance of the Common Area or otherwise; any expenses designated as Community Expenses by this Declaration; expenses for beautification of the subdivision, community sanctioned events and any other expenses lawfully incurred by the Association for the common benefit of all the owners; and the enforcement of the covenants, conditions and restrictions and other matters as set forth in the Declaration, except to the extent otherwise provided in the Declaration and Bylaws. Notwithstanding any other provision of the Declaration and Bylaws, no Community Expenses shall be expended for the Common Areas unless legal or beneficial ownership of the designated Common Areas is in the Association.

1.9 **COUNTY:** Will County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in Will County as of the Recording of this Declaration.

1.10 **DECLARATION:** This instrument with all Exhibits hereto attached, as amended from time to time. Wherever in the amendment and restatement of the Declaration the word Declaration appears it shall be interpreted to include this amendment and restatement of the Declaration.

1.11 **FIRST MORTGAGE:** A *bona fide* first mortgage, first trust deed or equivalent security interest covering a Lot.

1.12 **FIRST MORTGAGEE:** The holder of a First Mortgage, or similar instrument as referred to in Article 1.11.

1.13 **GOVERNING DOCUMENTS.** The Articles of Incorporation, Declaration, Bylaws Rules and Regulations, any Standards promulgated by the Board, as they may be amended from time to time.

1.14 **HOME:** Those portions, if any, of a Lot which are improved with a single-family residence and attached garage.

1.15 **HOME EXTERIOR:** All portions of each Lot which are not improved with the Home, including, without limitation, driveways, walkways, patios, decks, grass, shrubbery and other landscaping, if any.

1.16 **LOT:** Each subdivided lot which is designated on Exhibit "A" hereto as a Lot, together with all improvements thereon and thereto (excluding the Common Area).

1.17 **MUNICIPALITY:** The Village of Frankfort, Illinois, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality of Frankfort as of the recording of this Declaration.

1.18 **OWNER:** A record owner, whether one or more persons, of fee simple title to a Lot, including a contract seller, but excluding those who have such interest merely as security for the performance of an obligation.

1.19 **PERSON:** A natural individual, corporation, partnership, trust or other legal entity capable of holding title to real property.

1.20 **PREMISES:** The real estate which is legally described in Exhibit A hereto and all improvements thereon and rights appurtenant thereto.

1.21 **RECORD:** To record in the office of the Recorder of Deeds of Will County, Illinois.

1.22 **RESIDENT:** An individual who resides in a Home on a Lot and who is either the Owner, a lessee of the Owner, a contract purchaser of the Lot, or a relative of any such Owner, lessee or contract purchaser.

1.23 **RULES AND REGULATIONS.** The Rules and Regulations adopted by the Board, as amended from time to time.

1.24 **VOTING MEMBER:** The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five and the Bylaws.

## ***Article 2***

### ***Scope of Declaration/Certain Easements***

2.1 **PROPERTY SUBJECT TO DECLARATION:** The premises as legally described on Exhibit "A" to the extent it has been subjected to the provisions of this Declaration.

2.2 **CONVEYANCES SUBJECT TO DECLARATION:** All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Premises.

2.3 **DURATION:** Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and be binding

on all persons and all persons claiming an interest in the property unless revoked, changed or amended in whole or in part approved by the Voting Members of not less than two-thirds (2/3rds) of the Lots pursuant to the provisions of Article 10.

2.4 **LOT CONVEYANCE:** Any conveyance or transfer of a Lot shall be of the entire Lot and there shall be no re-subdivision, conveyance or transfer of a portion of the Lot without the prior written consent of the Board.

2.5 **EASEMENT FOR ENCROACHMENT:** In the event that, by reason of the construction, repair, reconstruction, settlement, or shifting of any facilities servicing any such Lot, or any improvements to a Lot or the Common Area, shall encroach upon any part of any other Lot or the Common Area, then, in any case, there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

2.6 **ACCESS EASEMENT:** Each Owner shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to dedicated streets and roads and over and across private roads and walkways located on the Common Area, which easement shall run with the land, be appurtenant to and pass with the title to every Lot. The County, the Municipality or any municipality or other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over the Common Area and dedicated streets for police, fire, ambulance, waste removal, snow removal and other vehicles for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees, agents and contractors, shall have the right of ingress to, egress from and parking on the Common Area and the right to store temporary equipment on the Common Area, for the purposes of furnishing any maintenance, repairs or replacements of the Common Area as required or permitted hereunder.

2.7 **RIGHT OF ENJOYMENT:** Each Resident shall have (i) the exclusive right to use and enjoy the Lot on which the Resident resides and the Home and Home Exterior thereon and, (ii) the non-exclusive right and easement to use and enjoy the Common Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, subject to and governed by the provisions of this Declaration, the By-Laws, and the covenants and restrictions from time to time adopted by the Association and the Rules and Regulations adopted by the Board

2.8 **DELEGATION OF USE:** Subject to the provisions of this Declaration, the By-Laws, and the Rules and Regulations from time to time adopted by the Board, any Owner may delegate his right to use and enjoy the Owner's Lot, Home and the Common Area to Residents of

his Lot. An Owner shall delegate such rights to lessees and contract purchasers of the Lot who are Residents.

2.9 **EASEMENTS, LEASES, LICENSES AND CONCESSIONS:** The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Common Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities and similar and related purposes. Any and all proceeds from leases, easements, licenses or concessions with respect to the Common Area shall be used to pay the Community Expenses. Also, the Association through its Board of Directors shall have the right and power to dedicate any part or all of the roads or parking areas located on the Common Area to the County, the Municipality or any municipality or other governmental authority which has jurisdiction over the Common Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to the Association, acting through its Board of Directors, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Article. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly recorded. However, nothing contained in this Declaration shall be construed or deemed to constitute a grant of any easement or right of way to the public of access onto or across any portion of the Premises.

2.10 **ASSOCIATION'S ACCESS:** Agents of the Association and members of the Board and the Board shall have the right and power to come onto any Lot, unoccupied Home or Home Exterior for the purposes of furnishing the services required to be furnished hereunder, inspecting any construction thereon, enforcing the Association's rights and powers hereunder, or as is necessary to perform the duties and obligations of the Board. Board Members and the agents and contractors will not be able to enter occupied homes without notice and permission of an owner, except as permitted by law.

### **Article 3** ***Covenants and Restrictions as to Use and Maintenance of the Common Area and Lots***

3.1 **IN GENERAL:** The covenants, restrictions and limitations contained in this Article shall be enforceable as set forth in Article Nine.

3.2 **MAINTENANCE, REPAIR, REPLACEMENT AND IMPROVEMENT OF THE COMMON AREA AND COMMON AREA FIXTURES:** Maintenance, repairs, replacements, and improvements of the Common Area shall be furnished by the Association.

The cost of maintenance, repairs, replacements and improvements to the Common Area shall be designated as a Community Expense. In the event that any of the improvements to the Common Area are damaged and such damage is covered by insurance carried by the Association under Section 4.1(a), then unless a resolution to the contrary is adopted by the affirmative vote of at least two-thirds (2/3) of the Voting Members, the damaged improvements shall be repaired, replaced or

reconstructed and the insurance proceeds shall be used first to pay the cost thereof, and any excess shall be used to pay the Community Expenses.

3.3 **DAMAGE BY RESIDENT:** If, due to the act or omission of a Resident, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to the Common Area, including but not limited to Common Area Fixtures, and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Association.

3.4 **ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMON AREA:** No alterations, additions or improvements shall be made to the Common Area without the prior written approval of the Board. The Association may cause alterations, additions or improvements to be made to the Common Area, and the cost thereof in the sole discretion of the Board may be paid from a special assessment, as more fully described in Section 6.5. Any alterations, additions or improvements can be paid from the reserve fund if the cost does not exceed a designated amount as determined by the Board of Directors.

3.5 **MAINTENANCE, REPAIR AND REPLACEMENT OF LOTS, HOMES AND HOME EXTERIORS:**

a. Except as otherwise specifically provided in this Declaration, each Owner shall be responsible for the maintenance, repair and replacement of his Lot, Home and Home Exterior, and shall at all times keep his Lot, Home and Home Exterior in good condition and repair and free of debris. With respect to a Lot on which construction of a Home has not yet commenced, the Owner shall at all times maintain the Lot in a neat and clean condition and shall cut grass on the Lot subject to reasonable rules and regulations adopted from time to time by the Board.

b. If in the sole judgment of the Board, an Owner has failed to maintain the Owner's Lot, Home and Home Exterior, if any, in good condition and repair or the appearance of portions is not of the character and quality of that of other Homes and Home Exteriors in the Development, or in compliance with rules and regulations adopted by the Board from time to time, then without limiting any rights or remedies available to the Board hereunder, the Board shall have the right to impose a fine upon the Owner in accord with the provisions of Article 9, and any fine schedule then in effect as well as pursue any other legal remedies set forth in Article 9 to secure compliance.

3.6 **NO DEDICATION TO PUBLIC USE:** Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, easement, or right of way to the public, express or implied, of any part of the Common Area or any Lot, or for any public use or purpose whatsoever.

### 3.7 **BUILDING AND USE RESTRICTIONS.**

#### a. **FAMILY RESIDENT BUILDINGS ONLY**

Only one residential building shall be erected or allowed to exist upon any of the Lots in the Georgetown Subdivision and said residential building shall be used or occupied by a single family only. None of said lots, as originally placed and subdivided on the plats, shall be divided or resubdivided except for the purpose of combining portions thereof with an adjoining lot or lots, provided that no additional building site is created thereby. Any single ownership or single holding by any person or persons which comprises the whole of one of said lots (as originally platted and subdivided) and a part or parts of one or more adjoining lots shall, for all purposes of this Declaration, be deemed to constitute a single lot upon which only one residential building may be erected, constructed or allowed to exist.

Said building on said premises or any part or portion thereof shall be used or occupied for single family, private residential purposes exclusively and shall never be used or occupied for multi-family, trade, commercial, home occupation business, or agricultural purposes of any kind or nature. The non-permissive uses prohibited above shall include, but shall not be limited to, the use of the premises for apartment dwellings, hospitals, sanitariums, rest homes, nursing homes, hotels, beauty shops, motels and boarding houses or for the storing of commercial equipment or materials or for professional offices or business or professional purposes. In addition such non-permissive uses prohibited above may not be established as incidental to any single family use on the premises.

No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of any entire residence as a single unit to a single family. No business or profession of any nature shall be conducted on any lot or in any residence constructed on any lot in this Subdivision, except the *use of a home office, the nature of which does not involve solicitors, vendors, suppliers, customers, etc to the residence* is permissible.

Anything herein to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent the owner from erecting a single family residential building on any lot or lots in the Subdivision.

#### b. **TWO CAR ATTACHED GARAGE REQUIRED**

As apparent to the residential building permitted by sub-paragraph (a) hereof and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not less than two (2) standard size American made automobiles shall be constructed or erected and maintained, which garage must be either attached to such residential building as an integral part thereof or attached thereto by an enclosed breezeway. Such garage shall not be used at anytime as a residence, either temporarily or permanently. Such garage shall in architectural design and in proportionate construction cost conform to said residential building.

c. ***SIDE YARD SETBACKS***

For any building or structure, other than a fence, driveway, sidewalk, or decorative wall, hereinafter erected or structurally altered on a lot in the Subdivision, there shall be side yard setbacks from the sides of the building or structure to the said side lot line of such lot of not less than the set back required by the Village of Frankfort, Illinois.

d. ***MANDATORY APPROVAL OF HOUSE PLANS  
AND RIGHTS OF COMMITTEE***

Before anyone shall commence the construction, reconstruction, erection, remodeling, addition to, alteration or placing of any building, fence, wall, structure or improvement whatsoever on any of said lots in said Subdivision, there shall be submitted to the Architectural Review Committee (hereinafter defined and for convenience sometimes referred to as the "Committee") or the Board of Directors two (2) complete sets of construction plans for such building or structure, which plans shall include drawings, specifications, exterior elevations, construction material, finished ground elevation (foundation grade or elevation in relation to the bench mark shown on the plat of the subdivision) a site plan showing location of the buildings, fences and other structures upon the lot (all of which for convenience shall be referred to herein as the "construction plans") and no such building, fence, wall, improvement or structure shall be erected, constructed, or reconstructed, remodeled, added to, altered or placed upon any lot in said Subdivision unless and until said complete construction plans, including but not limited to the site plan and foundation grade and elevation, and location of any building with respect to the topography of the land, have received written approval of the Architectural Review Committee or the Board of Directors as herein provided. Within thirty (30) days after said complete construction plans have been submitted to it, the Committee or the Board shall in writing notify the owner of the lot on which said construction plans are proposed of its approval or disapproval of said construction plans, the date of mailing or personal delivery of said notice to be deemed to be the date of such notice. Anything herein to the contrary notwithstanding, recording in the Office of the Recorder of Deeds of Will County of any such notice disapproving of the construction of any such building, improvement or structure commenced prior to approval by the Committee or the Board shall be sufficient notice to the owner and all persons of such nonconformity and shall preserve the right of the Committee, Board and any owner in the Subdivision to file suit to enjoin the construction of said building, improvement or structure and removal of any portions thereof which may have been commenced, which said right to file suit, shall extend for one hundred twenty (120) days after the date of filing of said notice. If the Committee or Board shall fail to file such notice of disapproval within thirty (30) days after said complete construction plans have been submitted to it, and if no action shall have been instituted by the Committee or Board or the owner to enjoin the construction of the proposed building or structure, it shall be presumed that the Committee or Board has approved such proposed construction plans.

Any suit filed by the Committee, the Board or the owners of any lot in the Subdivision to enjoin the erection or construction of any building or structure not conforming fully to the requirements of this Subparagraph (d) or any other of these restrictions shall be timely if filed within one hundred twenty (120) days after the date the nonconforming owner shall have been notified of

such default, provided such notice shall have been given within thirty (30) days after discovery of said non-conformance. The heights, ground elevation or grade of the top of each and every foundation, basement, crawl space or base walls for buildings constructed in the Subdivision shall be set and established by the Architectural Review Committee or Board and no building shall be constructed unless the top of the foundation, basement, crawl space or base walls shall be in accordance therewith.

There is provided a 5' drainage easement on each side and rear lot line of each lot and the Owner agrees to landscape his lot including a swale so as to permit natural drainage along said 5' drainage easements.

Any excess soil from foundation elevation from original construction of residence that is not to be used on a lot in the subdivision owned by such lot owner shall be removed to a location within the subdivision as directed by the Architectural Review Committee or Board, or if the Architectural Review Committee or Board shall not designate an area within the subdivision for such soil, the owner shall remove the soil from the subdivision at the owners expense.

The Committee or Board shall have the unrestricted discretion to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, the sole opinion of the Committee or Board:

e. Such construction plans are not in accordance with all of the provisions of this Declaration; as amended;

f. If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent building or structures; or

g. Prefabricated components shall be permitted only upon specific approval of the committee and vinyl and aluminum siding shall not be permitted on any residential structure, however aluminum fascia and soffit systems are permitted.

h. If such construction plans as submitted are incomplete; or

i. If the Committee or Board deems the construction plans or any part thereof or any material used on the exterior of the building or the finished ground elevations of the foundation or the location of the building with respect to the topography of the land to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare or rights of all or any part of the real property, subject hereto, or the owners, all in the sole uncontrolled discretion of the committee or the Board; or

j. If the Committee or Board shall, within its sole and unlimited opinion and discretion, deem the construction plans or any part thereof or the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable material or exterior color schemes, as shall depreciate or adversely affect the values of other

building sites or buildings in the Subdivision.

The decisions of the Committee or Board shall be final. Neither the owner nor any architect or agent of the owner nor any member of the Committee or Board shall be responsible in any way for the defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans. From and after the date of this Declaration, the number of members of the Architectural Review Committee shall be determined from time to time by the Board of Directors or any person whom they may in writing appoint and the members thereof shall be appointed by said Board.

k. ***MINIMUM LIVING AREA***

In addition to all other requirements in this Declaration, residences erected on the lots in this subdivision shall be as follows, and no such residence shall be erected or allowed to exist which does not conform to the following requirements:

l. A one story residence shall contain at least 2000 square feet of living area, exclusive of garage, breezeway, porches and basements.

m. A one and one-half story residence shall contain at least 1500 square feet of living area on the first floor exclusive of garage, breezeway, porches and basement (for all the purposes of this Declaration, a one and one-half story residence shall be defined as a residence with a second floor above the first floor, which second floor is smaller in living area than the first floor, but not to include those buildings commonly described as multilevel, split-level, bi-level or tri-level).

n. A two story residence shall contain at least 1300 square feet of living area on the first floor exclusive of garage, breezeway, porches and basement

o. A multilevel, split-level, bi-level, tri-level or staggered level residence must contain at least 2400 square feet of living area exclusive of garage, breezeway, porches and basement.

It is specifically declared that although a residence sought to be erected on any lot in this Subdivision may conform to or exceed the minimum square foot living area requirements set out in this Subparagraph, such residence may not conform to all of the requirements of Subparagraph (d) above, and the Architectural Review Committee may otherwise disapprove of such construction plans based upon the provisions of said Subparagraph (d) above.

p. ***FRONT LINE SET BACKS***

No building or portion thereof shall be erected closer to the front lot line or street right of way than the building set back line shown on the plat of the Subdivision for that particular lot.

q. ***GARBAGE BURNING***

No garbage or trash shall be burned on the premises except in an incinerator located inside of a residence.

r. ***NO TEMPORARY BUILDINGS, OUT BUILDINGS, CAMPERS, TRAILERS ETC.***

No out building, temporary house, campers, habitable motor vehicles, trailer, stand, recreational appurtenances, shack, barn, basement or other structure or building not attached to the residence constructed on said lot, whether of a permanent or of a temporary character, shall be constructed, placed, allowed to exist or used on any lot at any time either as a residence or otherwise and either temporarily or permanently. No residence erected on any lot shall be occupied in any manner at any time prior to this full completion in accordance with approved plans as hereinabove provided.

s. ***ABOVE GROUND SWIMMING POOLS PROHIBITED.***

The construction, erection, or maintaining of above ground swimming pools are expressly prohibited on any Lot in the subdivision. An "above ground" swimming pool shall be defined as any pool the structure of which is above grade. All swimming pools shall be of in-ground construction and not of a temporary nature. Children's inflatable wading pools are excluded from this definition.

t. ***SIGNS***

No advertising or signs of any type or character shall be erected, placed, permitted or maintained on any lot other than a name plate of the occupant and a street number not exceeding 2' x 1' in size and except for a "For Sale" or "For Rent" sign not exceeding 3' x 3' in size and of type, design and appearance approved by the Board of Directors.

u. ***NO TRUCK, CAMPERS, ETC. TO BE KEPT ON ANY LOT OR STREET***

No trucks, truck mounted campers, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained stored or parked on, any dedicated or undedicated street or right of way in the Subdivision and the dedication of any such right of way or street in the plat of subdivision shall be subject to this provision. No trucks, truck mounted campers, trailers, house trailers, buses, boats, boat trailer, campers, junk automobiles, dilapidated or disable vehicles of any kind shall be maintained, stored or parked on any of the lots in the Subdivision unless housed or garaged completely in a structure which complies with this Declaration and which has been architecturally approved by the Architectural Review Committee or the Board so as to fully screen them from view from the streets and from neighboring yards.

v. ***JUNK MACHINERY AND MATERIALS***

No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any lot so they are visible from the streets or any neighboring lots, except as necessary during the period of construction of a building thereon. No part of the Subdivision shall be used for storage or junk or for wrecking yards.

w. ***DESTRUCTION OF BUILDING***

In the event any building or structure is destroyed either wholly or partially by fire or any other casualty said building or structure shall be promptly rebuilt, repaired or remodeled, and all remaining portions of the building or structure, including the foundations and all debris shall, within sixty (60) days from the date of such fire or other casualty, be removed from the property and any excavation remaining therein shall be promptly filled with dirt, stone or other suitable non-organic fill material approved by the Committee or the Board.

x. ***GARBAGE CANS***

No garbage, trash or refuse cans, containers or receptacles shall be maintained or kept in any portion of the lot beyond the front of any building constructed thereon, and all such garbage, trash or refuse cans, containers, and receptacles shall be placed so as to reasonably screen them from view from the streets.

y. ***PETS***

(1) Pet ownership will adhere to the current Will County Animal Ordinance, Village of Frankfort Zoning Ordinance and any future Village of Frankfort Animal Ordinance.

(2) No animal of any kind shall be raised, bred or kept in the Common Area. A pet owner is required to immediately clean up after his pet in the Common Area and other neighborhood lots, and to maintain his own lot in a sanitary condition. Responsible pet owners will be expected to control their pet so that the pet does not cause a nuisance (excessive barking, property damage, etc) or unsafe conditions.

(3) Any public nuisance should be reported to the Will County Animal Control during normal business hours or the non-emergency police number. Any vicious animal behavior should be reported by calling 911.

z. ***FENCES. DOG RUNS AND APPROVAL REQUIRED***

No fence or dog run or enclosure shall be erected on any lot in the Subdivision that shall be more than five (5') feet in height and such fence shall not extend in front of the front wall of the building thereon. No fence of any type shall be erected on any lot in front of the front wall of the

building thereon. Permitted fences are for the backyards only of the building thereon, constructed along the lot line, and shall be constructed of wood or ornamental aluminum. Evergreen hedging is approved for the purpose of decorative visual beauty but fences of metal, screen, fiberglass, chain-link, woven or cyclone fence, vinyl fencing, barbed wire, or like materials are prohibited. The only interior permitted fence material is ornamental aluminum for the purpose of surrounding in-ground pools.

aa. ***BURIED UTILITY LINES***

All public utility, cable television and radio wires, pipes, mains, tiles, conduits, cables, lines, service lines, and other appurtenances constructed, laid or installed in the Subdivision must be buried beneath the ground, except the necessary pedestals and transformers required to serve the underground facilities in the Subdivision.

bb. ***TANKS AND OUTSIDE AIR CONDITIONING UNITS***

No elevated tanks of any kind shall be erected, placed or permitted to exist in the Subdivision. Any tanks for use in connection with any residence constructed in the Subdivision, including tanks for the storage of gas or oil shall be buried below ground.

All air conditioning condensing units or other refrigeration, cooling or heating apparatus which are to be placed outside of a residence shall be located only in the side or rear yards of any residence constructed in the Subdivision, and no such unit or apparatus shall be located in any front yard of any residence in the Subdivision. No window units are permitted. Satellite or microwave dish antennas shall not exceed 39" diameter. No satellite or microwave dish, and no television, radio antenna or tower shall be erected on the lot or structure located on the lot so as to be clearly visible from Streets or neighboring yards.

cc. ***PAVED DRIVEWAY BEFORE OCCUPANCY***

No residence or building erected or placed on any lot in the Subdivision shall be occupied in any manner at any time prior to the installation and construction thereon by the owner thereof (at the owner's sole expense) of a concrete, asphalt or bituminous paved driveway from the street to the garage, provided, however, that this requirement may be extended by the Architectural Review Committee or the Board for a period of not to exceed one hundred twenty (120) days in the event any such building shall be ready for occupancy during a time when inclement weather or labor strike shall prevent the construction and installation of such driveway. No driveway, sidewalk, walkway, private road, or drive shall be constructed or allowed to exist on any lot in the Subdivision unless it shall be surfaced with concrete, asphalt or bituminous concrete, provided, however, that slabs of stone, exposed aggregate concrete, or like materials may be used only upon the express written consent of the Architectural Review Committee or the Board.

dd. ***LAWNS AND TREES***

Within sixty (60) days after a residence or building erected or placed on any lot in the

Subdivision shall be occupied, the owner of such lot shall lay, install or establish a grass lawn on all of such lot upon which no building, driveway, planting or other approved improvement exists, provided, however that the time for completion of such lawn may be extended by the Architectural Review Committee of the Board for a period not to exceed one hundred twenty (120) days, in the event that during said sixty (60) day period following occupancy, inclement weather or labor strike shall prevent the laying, installation or establishment of such lawn. The Architectural Review Committee or the Board may waive the requirement for an established lawn in areas where in the opinion of the Committee, existing trees make such lawns unnecessary. Each lot owner shall plant within such sixty (60) day period a minimum of two trees located on the lot as approved by the Architectural Review Committee or the Board and the type and size of such trees is to be selected from a list provided by the Committee or the Board.

ee. ***SIDEWALKS***

No residence or building erected or constructed on any lot in said Subdivision shall be occupied in any manner at any time prior to the installation and construction thereon by the owner, at the owner's sole expense, of a sidewalk which shall in all respects, including size, shape, placement, grade and material conform to all the requirements but not limited to the ordinances which are commonly known as "Subdivision Ordinance" and "Sidewalk Ordinance" of said Village as they may presently exist and hereafter be amended. The actual physical presence of a sidewalk which has been constructed on any such lot together with the issuance of a "Certificate of Occupancy and Compliance" by the Village of Frankfort or any other document used by the Village of Frankfort to serve the same purposes of said "Certificate of Occupancy and Compliance" shall be prima facie evidence of the full compliance with the terms of this Subparagraph of this Declaration by the owner of any such lot upon which said sidewalk shall be constructed. In the event a sidewalk is not so constructed on the lot within one year after delivery of deed to owner, the Board shall have the right to construct such sidewalk on the lot and file a lien for the cost of such sidewalk against said lot with the Recorder of Deeds of Will County. The lot owner is responsible for removing snow and ice debris from their lot in a reasonable time.

ff. ***CURBSIDE MAIL BOX***

Curbside mail boxes (boxes not attached to a residence) are required for delivery of the U.S. Mail in the Subdivision. The owner of each lot upon which a residence shall be constructed shall install, erect or place on such lot or any right of way in the Subdivision only such a mail box or receptacle and such a post holding such mail box or receptacle as the Architectural Review Committee or the Board shall approve. Each lot owner shall erect, maintain, number and letter the residence and/or mail box in accordance with requirements of the U.S. Post Office.

gg. ***NINETY DAYS TO COMPLETE SHELL AND SIX MONTHS TO COMPLETE FINISHED EXTERIOR***

The work of construction, altering or remodeling any residence on any said lot shall be diligently pursued until the completion thereof. Unless otherwise specifically authorized in writing by the Architectural Review Committee or the Board, the complete exterior structure or shell, not

including finished exterior wall matters (e.g., brick, stone or other approved material) must be completed and erected and constructed within ninety (90) days after the date construction of any residence shall have been commenced. The complete shell (including roof and all exterior walls and all exterior masonry and other wall covering) on every building or residence commenced to be constructed in the Subdivision shall be completed within six (6) months after the date of commencement of such building. The effect of this provision shall be to require that on the exterior, and from neighboring lots, each such residence shall appear completed within said six (6) months. Unless otherwise approved by the Architectural Review Committee or the Board, no excavation on any lot in the Subdivision shall remain open for a period of more than sixty (60) days.

hh. ***WEED CUTTING AND CLEAN UP***

Each lot shall at all times be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to collect or remain exposed on any lot except as is necessary during the period of construction. The owner of each lot shall be responsible for the cutting or removal of weeds each year on such lot so as to conform with the requirements, ordinances, and regulations of the Village of Frankfort, Illinois, and Will County, Illinois.

ii. ***EASEMENTS***

An easement of the widths shown on said plat or in any separately recorded grant of easement is hereby reserved for the use of approved utilities and the Village of Frankfort, and a cable television operator who obtains a franchise from the Village of Frankfort, their successors and assigns, and anyone working by, through or under them, all as shown by dotted or broken lines on the plat of subdivision or recorded grant of easement and marked "Utility Easement" or "P.U. Easement", to install, lay construct, renew, operate and maintain pipes, mains, tiles, conduits, manholes, cables, under and beneath the ground only, which are necessary appurtenances for the purpose of serving this Subdivision and adjoining property with electric, telephone, cable television, gas, sewer or water service together with the right to enter upon said easements at all times to install, lay, construct, renew, operate, and maintain said pipes, mains, tiles, conduits, manholes, and cables. All such utility pipes, mains, tiles, conduits, cables and appurtenances (except necessary pedestals and transformers required to serve the underground facilities so constructed in the Subdivision) and lines of any nature and whether constructed, installed, laid or reconstructed in such easements or in a street or right of way in the Subdivision, must be buried under and beneath the ground; no permanent building, fence, tree or shrubs shall be placed on said easement, but some may be landscaped and used for other purposes that do not interfere with the use of said easement for public utility purpose.

jj. ***MANDATORY SCHOOL, LIBRARY, DISTRICT  
AND VILLAGE CONTRIBUTION***

Each lot owner shall, prior to any obligation to issue a building permit on the part of the Village of Frankfort, pay to the Village of Frankfort; (1.) a fee in accordance with the school contribution ordinance for use by the elementary and high school districts servicing the subject area. (2.) An impact fee for use by the Village of Frankfort. (3.) A fee in accordance with the library

contribution ordinances for use by the public library servicing the Subject area. (4.) Pay to Utilities Inc., or such other utility or agency, a connection fee for connection to sewer lines in an amount approved by the Illinois Commerce Commission.

kk. ***PROHIBITION OF HAM RADIO EQUIPMENT***

No ham radio equipment shall be erected, placed, permitted to be or maintained on any lot or residence in the Subdivision.

ll. ***ACCEPTANCE BY GRANTEES***

Each grantee of a lot in this Subdivision, by the acceptance of a deed conveying any lot in this Subdivision, shall accept title thereto upon and be subject to each and all of the covenants, conditions, restrictions, reservations, equitable servitude's, grants and easements herein contained, and by such acceptance shall for himself, his heirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to and with the grantees and subsequent owners of each said other lots, to keep, observe, comply with and perform said covenants, conditions, restrictions, reservations, equitable servitude's and grants.

3.8 ***USE RESTRICTIONS:***

a. ***Industry and Residential Use:*** No industry or business of any kind that would create a public nuisance either by noise or excessive traffic volume will be permitted on any part of the premises. Each home shall be used as a residence; provided that no owner is precluded, with respect to his home, from (i) maintaining a home desk and computer to conduct business, (ii) maintaining a personal professional library, (iii) keeping his personal business records or accounts therein, or (iv) handling his personal business or professional calls or correspondence therefrom.

b. ***Unightly Uses:*** Each Lot shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board. Owners shall comply with any standards promulgated by the Board, e.g., design standards, fence standards, etc.

3.9 ***PARKING/GARAGES:*** No vehicle of any kind shall be repaired or restored upon any Lot, or within any portion of the Common Area, except (i) within enclosed garages or (ii) emergency repairs only to the extent necessary to enable movement of the vehicle to a proper repair facility. Parking of vehicles on the Premises shall be subject to rules and regulations adopted by the Board, which rules and regulations may provide for the removal of any violating vehicles at the vehicle owner's expense or for imposition of a fine for a violation of the rules and regulations. Without limiting the foregoing, unless expressly permitted by the Board, no trucks over one (1) ton, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated or undedicated street or right-of-way in the subdivision or Common Area, and the

dedication of any such right-of-way or street in the Plat of Subdivision shall be subject to this provision.

3.10 **OBSTRUCTIONS:** Except as permitted under any other provisions of this Declaration, there shall be no obstruction of the Common Area, and nothing shall be permanently stored in the Common Area.

3.11 **PROSCRIBED ACTIVITIES:** No noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

3.12 **LEASE OF HOME:** Any Owner shall have the right to lease all (and not less than all) of his Home. Any lease shall be in writing and shall provide that such lease shall be subject to the terms of the governing documents and that any failure of the lessee to comply with the terms of the governing documents shall be a default under the lease. A lessee shall be bound by the provisions of the governing documents regardless of whether the lease specifically refers to the governing documents. It is the Owner who is responsible for ensuring the lessee's compliance with the governing documents and the owner will be liable for any violations thereof. The Owner is required to update the Board with any changes in the lessee's contact information.

3.13 **STORM DRAINAGE FACILITIES:** Certain storm drainage facilities may be located in the side and/or back yards of each Lot and/or in the Common Area directly adjacent to a Lot. No storm drainage facilities located on a Lot or in the Common Area shall be altered in any way and the grade of the land in such areas shall not be altered without an Engineering Site Development Permit from the Frankfort Building Department. Exceptions for the Permit are defined by the municipality depending on the quantity of clearing, excavation or fill or any combination thereof. In addition, individual homeowner sump pump drainage outlets shall not discharge on the surface within the Common Area. All surface drainage must be located on the homeowners' lot. The allowed distance of the discharge outlet from the center of the road will be determined by current Frankfort Township Highway Department regulations.

3.14 **RULES AND REGULATIONS:** The use and enjoyment of the Lots, Homes and the Common Area shall at all times be subject to reasonable rules and regulations duly adopted by the Board. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners and Residents, their families, lessees, guests, invitees, servants, and agents, until and unless any such rule or regulation is canceled or modified by the Board. Notwithstanding the foregoing, before any Rules and Regulations, revisions or amendment thereto are adopted by the Board, the Board shall call a meeting of the members for the purpose of discussing the Rules and Regulations and shall enclose with the notice of the meeting the text of the proposed rules and Regulations. No quorum is needed at the members meeting and the members will not vote on the proposed Rules and Regulations.

**Article 4**  
**Insurance/Condemnation**

**4.1 COMMON AREA INSURANCE:**

a. The Association shall have the authority to and may obtain any and all appropriate insurance coverage on the Common Area.

b. The Association shall have the authority to and may obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with the Common Area. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Article 5.6. Such insurance coverage shall include cross liability claims of one or more insured parties.

c. Fidelity bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any officer, agent or employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Board shall deem desirable.

d. The premiums for any insurance obtained under this section shall be Community Expenses.

**4.2 LOT INSURANCE:**

a. Each Owner of a Lot shall be responsible for and shall procure fire and all risk coverage insurance upon such Owner's Home for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies, in such form and for such premiums and periods, as the owner may determine to be appropriate. Each Owner shall also be responsible for his own insurance on the contents of his Home and furnishings and personal property therein.

b. No Owner shall cause or permit anything to be done or kept on the Premises which will result in the cancellation of insurance on such Owner's Lot, any other Lot, or the Common Area.

**4.3 REBUILDING OF DAMAGED HOME:**

a. In the event of damage to or destruction of any Home by fire or other casualty for which the Owner is required to carry insurance hereunder, the Owner thereof shall,

within a reasonable time, but in no event more than one year after such damage or destruction, either raze the Home or rebuild the Home. If the Home is rebuilt, the procedures set forth in Articles Four and Eight and elsewhere in this Declaration, as applicable, shall be followed. If the Home is razed, and is not rebuilt, then the foundation shall be removed and the Lot shall be returned as nearly as possible to its condition before the Home was built.

b. In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in Subsection (a) (but in no event more than one year thereafter), to raze the Home or perform the necessary repair or rebuilding, then, the Board may cite the Owner for the violation and give the Owner notice and an opportunity to have a hearing, at which hearing the Board will determine whether a fine should be imposed on the Owner in accord with the fine and enforcement provisions of the governing documents.

4.4 **OWNER RESPONSIBILITY:** In addition to the coverage described in Section 4.2 above with respect to his Home, each Owner shall obtain his own personal liability insurance to the extent not covered by the liability insurance for all of the Owners obtained as part of the Community Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners.

4.5 **WAIVER OF SUBROGATION:** The Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Association, its directors and officers, the managing agent, if any, and their respective employees and agents, for damage to the Lots, the Common Area, or to any personal property located in the Lots or the Common Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Board under Sections 4.1(a) and (b) shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Association, its directors and officers, the managing agent, if any, and their respective employees and agents.

4.6 **CONDEMNATION:** In the case of a taking or condemnation by a competent authority of any part of the Common Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Common Area Capital Reserve being held for such part of the Common Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, or (ii) be distributed to the Owners and their respective First Mortgagees, as their interests may appear, in equal shares.

## **Article 5** **The Association**

5.1 **IN GENERAL:** The owners and the Board have previously authorized the creation of the Association being *Georgetown Homeowners Association of Frankfort* as an Illinois not-for-profit corporation in order to secure for them the benefit of limited liability that comes with

corporate existence. The Association shall be the governing body for all the owners for the administration and operation of the Premises including the Common Area. It shall have such powers and duties as are set forth in the governing documents.

5.2 **MEMBERSHIP:** Each Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

5.3 **VOTING MEMBERS:** Voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot. Those Members not in good standing forfeit their right to cast a vote. Good Standing is defined as a Member who has paid in full the Community Assessment and any other monetary obligation to the Association.

5.4 **BOARD:** The Board shall consist of that number of members determined under Article VIII of the By-Laws, each of whom shall be an Owner.

5.5 **VOTING RIGHTS:** All of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have one vote. Any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon affirmative vote of a majority by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

5.6 **DIRECTOR AND OFFICER LIABILITY:** Neither the directors nor the officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence, willful misconduct or fraud. The Association shall indemnify and hold harmless each of the directors and officers, his or her heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence, willful misconduct or fraud in the performance of his or her duties as such director or officer, or (ii)

any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, willful misconduct, gross negligence or fraud in the performance of his or her duties as such director or officer.

5.7 **MANAGING AGENT:** The Association may employ a managing agent to assist the Board in administering the affairs of the Association. Any management agreement entered into by the Association shall have a term of not more than two years and shall be terminable without cause or payment of a termination fee by either party on no more than sixty (60) days prior written notice.

5.8 **DISSOLUTION:** To the extent permissible under applicable law, in the event of the dissolution of the Association, any Common Area owned by the Association shall be conveyed to the Owners, as tenants-in-common.

## **Article 6**

### **Assessments**

6.1 **PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be exclusively for the purposes of promoting the health, safety, and welfare of members of the Association, to administer the affairs of the Association, to pay the Community Expenses, and to accumulate reserves for any such expenses and give effect to the terms of the Declaration and Bylaws.

6.2 **COMMUNITY ASSESSMENT:** Each year on or before December 1, the Board shall adopt and make available to each Owner a budget for the ensuing fiscal year, which shall show the following with reasonable explanations and itemizations:

- a. The estimated Community Expenses;
- b. The estimated amount, if any, to maintain adequate reserves for Community Expenses including without limitation, amounts to maintain the Capital Reserve (as defined in Section 6.6);
- c. The estimated net available cash receipts from the operation and use of the Common Area, plus estimated excess funds, if any, from the current fiscal year's assessments;
- d. The amount of the "Community Assessment" payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;
- e. That portion of the Community Assessment which shall be payable each year by the Owner of each Lot which is subject to assessment hereunder, so that each Owner shall pay equal Community Assessments for each Lot.

6.3 **PAYMENT OF COMMUNITY ASSESSMENT:** On or before the 1<sup>st</sup> day of November of each calendar year, each Owner of a Lot which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the Community Assessment which is payable by each Owner of a Lot under Section 6.2(e).

6.4 **REVISED ASSESSMENT:** If, for any reason (including the non-payment of any Owner's assessment) the Community Assessment proves inadequate or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 6.2(e) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.5 **SPECIAL ASSESSMENT:** The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Common Area, or any other property owned or maintained by the Association; but only if not included in the budget provided for in Article 6.2 or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Owners, share and share alike. No special assessment shall be adopted without the affirmative vote of at least two-thirds (2/3) of the Voting Members who cast their votes on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefore in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessment collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment unless the Board determines otherwise.

6.6 **CAPITAL RESERVE:** The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Area (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area, and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area, and the purchase of other property to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Community Assessment which shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Association equal to such percentages multiplied by each installment of the Community Assessment paid by such Owner.

6.7 **PAYMENT OF ASSESSMENTS:** Assessments levied by the Association shall be collected from each Owner by the Association and upon becoming delinquent shall be a lien on the Owner's lot and shall also be the personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

**Article 7**  
**Collection of Charges**

**7.1 CREATION OF LIEN AND PERSONAL OBLIGATION:** Each Owner of a Lot, by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner on the Owner's Lot. Each Charge, together with legal interest, any late charges and reasonable costs of collection, to include attorneys' fees and managing agent's fees related to the delinquency, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charges becomes due and are unpaid. The lien and personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

**7.2 COLLECTION OF CHARGES:** The Association shall collect from each Owner all Charges payable by such Owner under this Declaration. All Charges must be paid in full by the designated due date published by the Board.

**7.3 NON-PAYMENT OF CHARGES:** Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall incur late fees to be determined by the Board per month for each month from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with any legal interest, fees, costs and reasonable attorney's and managing agent's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit and (iii) file an action for possession of the lot including the Home pursuant to Article IX of the Illinois Code of Civil Procedure (735 ILCS 5/9-101 *et seq*), as amended. Costs as used herein shall include fees charged by a manager or managing agent which relate to the collection of a lot owner's financial obligations to the Association if the fees relate to the costs to collect charges and assessments due the Association and the fees and costs are set forth in a contract between the managing agent and the Association. No Owner may waive or otherwise escape personal liability for the Charges hereunder by non-use of the Common Area or by abandonment or transfer of his Lot.

**7.4 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES:** The lien for Charges, provided for in Section 7.1, shall be subordinate to the First Mortgage on the Lot which was recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.1, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the First Mortgage, or by deed or assignment in lieu of foreclosure of the First Mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title, except as may otherwise be provided by law. However, the transferor of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence.

**Article 8**  
**Architectural Control**

8.1 **PURPOSE:** In order to preserve the natural setting and beauty of the Premises, to establish and preserve a harmonious and aesthetically pleasing design for the Premises, and to protect and promote the value of the Lots, the Homes and the Common Area, any and all alterations, improvements or changes located or proposed to be located on the Lots and to the homes and home exteriors shall be subject to the provisions of this Article and elsewhere in this Declaration as applicable.

8.2 **ARCHITECTURAL STANDARDS:** The Board shall have the right and power to promulgate and amend from time to time written architectural standards, policies, procedures and guidelines (the "Standards") governing the construction, locations, landscaping and design of improvements, and the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to this Article. Any Standards published by the Board shall be binding and enforceable on all Owners, even though stricter than any municipal, county or state law. Without limiting the foregoing, the Standards may impose restrictions on the portion of a Lot, which may be cleared or graded, or covered by a Home including, without limitation, the height of the Home, the square footage of the Home, the types of construction materials which may or may not be used, and the square footage and type of material used to construct driveways, sidewalks and other impervious surfaces.

8.3 **CONSTRUCTION OF IMPROVEMENTS:**

a. No alterations, improvements or changes of any nature whatsoever shall be commenced, constructed, altered, added to or maintained upon any part of the Premises in violation of the Standards unless and until approved in writing by the Architectural Review Committee or Board as provided in Section 8.4.

b. Construction of each Home shall be completed within one (1) year of the commencement of construction. Upon completion of construction, an Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot, Home and any other area on which such construction has been completed.

8.4 **ARCHITECTURAL APPROVAL:**

a. **New Construction.** No construction of a new home may commence unless and until two (2) copies of the plans and specifications and related data shall be submitted to and approved, in writing, by the Board (or appointed Architectural Review Committee). One copy of the plans, specifications and related data submitted by the Owner shall be retained by the Board and one (1) other copy shall be returned to the Owner marked "approved" or "disapproved". Upon approval of plans and specifications, no further approval under this article shall be required with respect thereto, unless such construction (as evidenced by clearing, grading and pouring of footings) has not substantially commenced within six (6) months of the approval of such plans and specifications or unless such plans

and specifications are materially altered or changed.

b. **Major Improvements.** To preserve the architectural and aesthetic appearance of the premises and the natural beauty of the land, no (i) major construction of improvements, including without limitation, home additions, decks or fences; and (ii) substantial clearing, grading, stripping, excavating or filling (substantial will be defined as requiring a Village of Frankfort Engineering Site Development Permit) by any Owner with respect to or affecting the exterior appearance of any Lot, Home, Home Exterior or Common Area, unless and until the plans and specifications and related data, containing such information in respect to the proposed improvement as required by the Standards, shall have been submitted to and approved, in writing, by the Board (or appointed Architectural Review Committee). No such improvement described in this Article 8.4(b) shall be permitted to commence without the owner complying with this Article 8.4(b) and such other applicable provisions of the governing documents.

c. **Plan Approval.** The Board (or appointed Architectural Review Committee) shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. Approval of proposed plans may be conditioned upon such reasonable restrictions and conditions as the Board (or appointed Architectural Review Committee) deems appropriate in its discretion. Upon approval of plans and specifications, no further approval under this article shall be required with respect thereto. Refusal of approval of plans and specifications may be based by the Board for purposes of this Declaration including, but not limited to purely aesthetic considerations or non-compliance with the Standards.

d. **Board and Association Liability.** Approval of plans and specifications and publication of Standards shall in no event be construed as representing or guaranteeing that any home or other improvement built in accordance therewith will be built in a good and workmanlike manner or in compliance with applicable governmental ordinances and regulations. Neither the Association, its Board members or its officers shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this article or any loss or damages to any person arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations or any defects in construction undertaken pursuant to such plans and specifications.

8.5 **GOVERNMENTAL RESTRICTIONS:** All Homes and other structures shall be constructed in compliance with any and all applicable state, county and municipal zoning, building, or other restrictions or regulations of applicable governmental agencies and the Standards. Prior to any grading, clearing, or other construction activity, the Owner of any Lot shall receive the prior written approval of the Board, as provided in Section 8.4, and, if necessary, the Municipality. The Owner must secure written Board (or Architectural Review Committee) approval for all requests for approval pursuant to Articles 3 and 8 prior to securing municipal approval and/or permits.

8.6 **REVIEW FEE:** The Board shall have the right and power to charge a fee sufficient

to cover the costs of reviewing proposed plans and monitoring construction, including, without limitation, the cost of hiring consultants, architects, engineers and/or attorneys to assist the Board in performing its functions hereunder. If the Board determines that the services of a special consultant or consultants are required to assist in the analysis of plans submitted by an Owner, the Board may require the Owner to pay, in addition to the review fee provided for in the preceding sentence, the fees of any such consultant which are incurred in connection therewith.

**8.7 CONSTRUCTION DAMAGE LIABILITY:** The Owner of each Lot shall be responsible for the cost of repairing any damage caused to any portion of the Premises as a result of the construction activities by the Owner or the Owner's contractors, subcontractors, employees or agents, which damage shall include, without limitation, any and all construction material and debris left remaining on the Premises upon completion of construction ("Construction Damage"). The Board may adopt rules and regulations requiring Owners to post a deposit with the Board in a reasonable amount as determined by the Board as security for payment for any Construction Damage. The deposit will be returned to the Owner upon completion of construction at such time as the Board determines that no Construction Damage has been caused to the Premises. In the event the Board determines that Construction Damage has resulted to the Premises due to the actions of the Owner or any of the Owner's contractors, subcontractors, employees or agents, the Board shall have the right to spend such amounts of the deposit as it deems necessary to repair or restore the damaged area to its condition prior to the beginning of construction. Any amount of deposit not used for the repair of damaged areas shall be returned to the Owner upon completion of any restoration. To the extent the deposit is insufficient to repair the construction damage, the owner shall be responsible to pay to the Association the additional amount needed for repairs which shall be a Charge to the owner.

**8.8 ENFORCEMENT:** Following approval of any plans and specifications by the Committee or Board, representatives and agents of the Board shall have the right during reasonable hours to enter upon and inspect any Lot and Home, or other improvements which are being constructed to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the Board shall determine that such plans and specifications have not been approved or are not being complied with or that construction has commenced without prior approval from the Board, the Board may take any of the following actions:

a. Require the Owner to remove the construction, addition, alteration or improvement and restore the Lot, Home or Home Exterior to its condition prior to any such work, all at the Owner's expense and if the Owner fails or refuses to comply with any such requirement, the Association shall have the right and power to seek injunctive relief from a court of competent jurisdiction; or

b. If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board, which Charge until paid shall be a continuing lien upon the Owner's Lot; or

c. Permit the Board to ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which the Board may impose upon the giving of its prior consent under this Article.

8.9 **DESIGN STANDARDS:** In the interest of maintaining aesthetic harmony in architectural styles, conservation and enhancement of natural beauty, and promotion of uniqueness and individuality of the sub-division and community, the designs of homes and subordinate structures allowed by these covenants shall be governed by but not limited to the standards described in the current Design Standards for Georgetown Homeowners Association of Frankfort.

8.10 **OWNER REQUESTING APPROVAL MUST BE CURRENT WITH ALL MONETARY OBLIGATIONS TO THE ASSOCIATION.** Any Owner requesting Committee or Board approval for any alterations, additions, modifications or improvements to their lot must be current in their payment of Community Assessments and any other monetary obligations owed to the Association prior to their submittal seeking approval.

### *Article 9* *Remedies for Breach or Violation*

9.1 **SELF-HELP BY BOARD:** Subject to the provisions of Section 9.3, in the event of a violation or breach by an Owner of the provisions, covenants or restrictions of this Declaration, the By-Laws, the rules or regulations of the Board, or the Standards published by the Board or agent, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that if the violation or breach exists within a Lot, judicial proceedings must be instituted before any items of construction can be altered or demolished.

9.2 **OTHER REMEDIES OF THE BOARD:** In addition to or in conjunction with the remedies set forth above or elsewhere in this Declaration, in the event of a violation by an Owner of this Declaration, the By-Laws, the rules and regulations of the Board, or the Standards published by the Board, the Board may levy reasonable fines and the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others permitted by law including, without limitation, (i) to foreclose a lien against the Lot, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article, (v) to seek possession of the subject Lot and Home pursuant to the provisions of Article IX of the Illinois Code of Civil Procedure, as amended (735 ILCS 5/9 *et seq*) and (vi) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws, rules and regulations of the Board or the Standards published by the Board shall in no event be deemed a waiver of the right to do so thereafter, nor waiver of any of the provisions of this document in any other instances.

9.3 **ENFORCEMENT BY THE BOARD:** Prior to the imposition of any fine and

concurrently with the sending of the initial notices described in Section 9.1, the Board shall notify the Owner or Resident, as the case may be, in writing of the specific violation of the governing documents and the Board's proposed remedy. Any Owner or Resident who receives such notice may, within ten (10) days after receipt of such notice, demand a hearing before the Board or its authorized committee. At such hearing a member of the Board shall present to the Owner or Resident the grounds for the notice and the Owner or Resident shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Owner or Resident demands a hearing as herein provided, such hearing shall be held within fourteen (14) days after the Board receives the demand and no action shall be taken by the Board until the hearing has been held and notice of the decision of the Board or its authorized committee and the terms thereof has been delivered to the Owner or Resident. The decision of the Board or its authorized committee shall be rendered within five (5) days after the hearing and such decision shall be final and binding on the parties.

9.4 ***COSTS AND EXPENSES:*** All costs and expenses incurred by the Board in connection with the enforcement of the provisions of the governing documents or any action, proceedings or self-help in connection with the exercise of its rights and remedies under the governing documents, including, without limitation, court costs, attorneys' fees and all other fees (to include the managing agent's fees attributable to the collection of delinquent assessments and charges) and expenses, and all damages, liquidated or otherwise shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.1.

9.5 ***ENFORCEMENT BY OWNERS:*** Enforcement of the provisions contained in the governing documents and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

## ***Article 10*** ***Amendment***

10.1 ***AMENDMENT:*** The provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote at a meeting of Voting Members representing at least two-thirds (2/3) of the total votes or by an instrument executed by Voting Members of at least two-thirds (2/3) of the total Lots. Any Amendment must be recorded with the Recorder of Deeds, Will County, Illinois to be effective. Notwithstanding the foregoing provisions for Amendment, the Board of Directors by majority vote shall have the right and authority to amend the Declaration without the approval of the owners in order to correct any errors or omissions or scrivener's errors or to conform the Declaration to changes in the law.

**Article 11**  
**Miscellaneous**

11.1 **NOTICES:** Any notice required to be sent to any Owner under the provisions of the governing documents shall be deemed to have been properly sent when (I) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing or (ii) when delivered personally to his Lot.

11.2 **CAPTIONS:** The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

11.3 **SEVERABILITY:** Invalidity of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

11.4 **PERPETUITIES AND OTHER INVALIDITY:** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (I) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the Village of Frankfort at the time this Declaration is recorded.

11.5 **RULES AND REGULATIONS:** The Board of Directors shall promulgate and cause to be distributed to all members, Rules and Regulations, and shall have the right to amend those Rules and Regulations from time to time. The Board shall have the right to supplement and implement by Rule and Regulation, the provisions of the Declaration and Bylaws.

11.6 **BOOKS AND RECORDS:** The Association shall keep correct and complete books and records of account and shall also keep the minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office of the Association or such other location as designated by the Board of Directors, current records providing the names and addresses of all lot owners - members who are entitled to vote. Owners and their duly appointed representatives shall have the right to inspect pursuant to the governing statute the books and records of the Association for any proper purpose at a reasonable time to be specified by the Board of Directors. This right of examination and inspection of records shall be subject to the limitations set forth in governing law. The Board or managing agent shall have the right to charge members for the cost of retrieving and providing the documents as well as the cost of copying the documents.

11.7 **FISCAL YEAR:** The fiscal year of the Association shall be as set forth in a Resolution by the Board of Directors. The Board is authorized to hire a tax professional in the event the Board deems it necessary in order to file appropriate federal and state tax returns and other governmental filings.

11.8 **SEAL:** The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "**Corporate Seal, Illinois**".

11.9 **COMMON INTEREST COMMUNITY:** The Association is deemed to be a common interest community as defined in the Illinois Code of Civil Procedure (735 ILCS 5/9-102), in order to have the benefit of the forcible entry and detainer remedy provided for in 735 ILCS 5/9-102(8).

11.10 **EXEMPTION FROM COMMON INTEREST COMMUNITY ASSOCIATION ACT.** Since the Association currently has annual budgeted assessments of less than \$100,000.00, the Association is exempt from the Common Interest Community Association Act (765 ILCS 160/1 *et seq*). In order for the Association to be covered by this Act, a vote of a majority of the Directors or Lot Owners to elect coverage is required.

11.11 **OWNERS' OBLIGATION TO PROVIDE CURRENT INFORMATION TO THE BOARD.** All owners are required to provide in writing to the Board current contact information for the owners and periodically update it when changes in ownership and occupancy take place. Owners who lease their home and lot are required to notify the Board in writing of the names, number of occupants and contact information for the lessees. Owners are responsible for the acts and omissions of the occupants of their lots and homes, regardless of whether those occupants are lessees. The Board may supplement this Article 11.11 by Rules and Regulations.

11.12 **OWNERSHIP BY LAND TRUSTEE:** In the event title to any lot is conveyed to a land 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 lot owned under such trust and the beneficiaries thereunder, from time to time, shall be responsible for payment of all obligations, liens, charges, assessments 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 created under this Declaration and the trustee shall not be obligated to sequester funds for 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 transfer of the beneficial interest or any transfers of title of such lot.

The above sets forth a complete Amendment and Restatement of the Declaration. This Fourth Amendment and Restatement shall be effective upon the date of its recording with the Recorder of Deeds, Will County, Illinois.

**APPROVAL OF BOARD OF DIRECTORS OF  
GEORGETOWN HOMEOWNERS ASSOCIATION OF  
FRANKFORT**

By: \_\_\_\_\_

William Ross, Director and President

\_\_\_\_\_  
Sharon Jackson, Director and Secretary

\_\_\_\_\_  
Judith Holz, Director and Treasurer

\_\_\_\_\_  
Cynthia Reynolds, Director and Vice President

\_\_\_\_\_  
Jerome Williams, Director and Assistant Secretary

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF WILL     )

***ACKNOWLEDGMENT***

\_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, does hereby certify that the following being all of the Directors of the Georgetown Homeowners Association of Frankfort, an Illinois not-for-profit corporation, namely William Ross, Director and President, Sharon Jackson, Director and Secretary, Judith Holz, Director and Treasurer, Cynthia Reynolds, Director and Vice President and Jerome Williams, Director and Assistant Secretary being all of the members of the Board of Directors of Georgetown Homeowners Association of Frankfort personally known to me to be the same persons whose names are subscribed to this instrument as said Board of Directors appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as the free and voluntary act of the corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

***AFFIDAVIT***

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF WILL     )

The undersigned, Sharon Jackson being the Secretary of the Georgetown Homeowners Association of Frankfort, an Illinois not-for-profit corporation, on first being sworn on oath, deposes and states that the above Fourth Amendment and Restatement of the Declaration along with Exhibits "A", "B" and "C" were approved by the Board of Directors and in excess of sixty percent (60%) of

the Voting Members of the Association at a special meeting of the owners called by the Board and held pursuant to notice on \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Sharon Jackson, Secretary

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

**CONSENT TO RECORDING OF THE  
FOURTH AMENDMENT AND RESTATEMENT  
OF THE DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, EQUITABLE SERVITUDES, GRANTS AND EASEMENTS  
FOR  
GEORGETOWN HOMEOWNERS OF FRANKFORT**

The undersigned, George S. Sarris, on behalf of the developer as set forth in the Declaration of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements (the "Declaration") which was recorded with the Recorder of Deeds, Will County, Illinois on May 30, 1989 as Document Number R89-025420, as amended, and as a successor to Georgetown Square, a partnership and Georgetown Limited, as required by Paragraph B of the Declaration, consents to the recording of the aforesaid Fourth Amendment and whose signature below is affixed to reflect the approval of the developer to the Fourth Amendment and agreement and authorization to the Board of Directors that it be recorded.

**GEORGETOWN SQUARE, a partnership and  
GEORGETOWN LIMITED**

By: 

George S. Sarris, on behalf of developer

***EXHIBIT "A"***  
***Legal Description of Lots***

Lots 1 through 96 in Georgetown Subdivision being a subdivision of part of the Southeast one-quarter (1/4) of Section 24, Township 35 North, Range 12, East of the Third Principal Meridian in Will County, Illinois also being a resubdivision of part of Lots 5 and 6 of Georgetown Square subdivision in Will County, Illinois.

**EXHIBIT "B"**  
**PINs applicable to Lots**

<b>LOT NUMBER</b>	<b>PIN</b>
1	09-24-426-007
2	09-24-426-006
3	09-24-426-005
4	09-24-426-004
5	09-24-426-003
6	09-24-426-002
7	09-24-426-001
8	09-24-426-010
9	09-24-426-011
10	09-24-426-012
11	09-24-426-013
12	09-24-426-014
13	09-24-426-015
14	09-24-426-016
15	09-24-426-017
16	09-24-426-021
17	09-24-426-020
18	09-24-426-019
19	09-24-426-018
20	09-24-426-022
21	09-24-426-0 023
22	09-24-476-008
23	09-24-476-001
24	09-24-476-002

<b>LOT NUMBER</b>	<b>PIN</b>
25	09-24-476-003
26	09-24-476-004
27	09-24-476-005
28	09-24-476-007
29	09-24-476-008
30	09-24-476-009
31	09-24-476-010
32	09-24-476-011
33	09-24-476-012
34	09-24-476-013
35	09-24-476-014
36	09-24-476-015
37	09-24-476-016
38	09-24-476-017
39	09-24-476-018
40	09-24-476-020
41	09-24-476-031
42	09-24-476-030
43	09-24-476-029
44	09-24-476-028
45	09-24-476-027
46	09-24-476-026
47	09-24-476-025
48	09-24-476-024
49	09-24-476-021
50	09-24-476-022

<i><b>LOT NUMBER</b></i>	<i><b>PIN</b></i>
51	09-24-476-023
52	09-24-401-018
53	09-24-401-017
54	09-24-401-016
55	09-24-401-015
56	09-24-401-014
57	09-24-401-013
58	09-24-401-012
59	09-24-401-011
60	09-24-401-010
61	09-24-401-009
62	09-24-401-008
63	09-24-401-007
64	09-24-427-005
65	09-24-427-004
66	09-24-427-003
67	09-24-427-002
68	09-24-427-001
69	09-24-427-008
70	09-24-427-007
71	09-24-427-008
72	09-24-427-019
73	09-24-427-010
74	09-24-427-011
75	09-24-427-012
76	09-24-427-0013

<b><i>LOT NUMBER</i></b>	<b><i>PIN</i></b>
77	09-24-477-001
78	09-24-477-002
79	09-24-477-003
80	09-24-477-004
81	09-24-477-005
82	09-24-477-006
83	09-24-477-007
84	09-24-477-015
85	09-24-477-014
86	09-24-477-013
87	09-24-477-012
88	09-24-477-011
89	09-24-477-010
90	09-24-477-009
91	09-24-477-008
92	09-24-427-018
93	09-24-427-017
94	09-24-427-016
95	09-24-427-015
96	09-24-427-014

**EXHIBIT "C"**  
**AMENDED BYLAWS OF THE**  
**GEORGETOWN HOMEOWNERS ASSOCIATION OF FRANKFORT**

**ARTICLE I.**  
**PURPOSES AND POWERS**

Section 1. **Purposes.** The purposes of this Association are to perform all the obligations of the Association as set forth in the Declaration and Bylaws, including without limitation, owning, maintaining and administering the Common Areas and the facilities and improvements thereon; to promote the health, safety and welfare and the common use and enjoyment thereof by its Members; and to exercise all the rights and powers granted the Association in the Declaration and Bylaws all on a not-for-profit basis, subject to and in accordance with the terms and provisions of the Declaration and Bylaws. The Association has been incorporated for the purpose of facilitating the administration and operation of the Georgetown Subdivision, pursuant to the terms of its governing documents which include the Articles of Incorporation, Declaration, Bylaws and Rules and Regulations as these documents are amended from time to time. The powers and duties of the Board of Directors are as set forth in the Declaration and these Bylaws. Included in the Board's powers is the power to establish Rules and Regulations relating to the use of the Common Areas of the subdivision and regulating the lots in the subdivision in order to facilitate the general welfare of the members of the Association.

Section 2. **Powers.** The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-for-profit Corporation Act of the State of Illinois (hereinafter the "Act"), the Declaration and these Bylaws.

**ARTICLE II.**  
**DEFINITIONS**

The definitions set forth in the Amendment and Restatement of the Declaration are incorporated herein.

**ARTICLE III.**  
**OFFICES**

Section 1. **Registered Office.** The Association shall have and continuously maintain in the State of Illinois a registered office and registered agent whose office shall be identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

Section 2. **Principal Office.** The principal business office of the Association shall be maintained as determined from time to time by the Board.

#### **ARTICLE IV. MEMBERSHIP**

Section 1. There has heretofore been organized in Illinois a not-for-profit corporation known as the GEORGETOWN HOMEOWNERS ASSOCIATION OF FRANKFORT (hereinafter referred to as "Association"). This Association has been organized and incorporated at the direction of the Owners ("Owners") and the Board of Directors under the provisions of the General Not-for-Profit Corporation Act of the State of Illinois. The Association has been incorporated to administer the Georgetown Subdivision which was established by the recording of the Plats of Subdivision on May 30, 1989 as Document Number R89-25414 and May 30, 1989 as Document Number R89-25415, and the Declaration of Covenants, Conditions, Restrictions, Reservations, Equitable Servitudes, Grants and Easements for Georgetown Homeowners of Frankfort recorded in the Office of the Recorder of Deeds of Will County, Illinois on May 30, 1989 as Document Number R89-025420, as amended.

All lot owners in the Georgetown Subdivision shall be members of the Association. This membership shall terminate upon the sale or other disposition (in which the lot owner relinquishes any and all legal and beneficial interest in the lot) of such lot at which time the new lot owner shall become a member of the association. Such termination shall not relieve or release any former lot owner from any liability or obligation incurred under or in any way connected with his or her lot ownership, during the period of the lot ownership and during membership in the Association. Furthermore, such termination of lot ownership shall not impair any rights or remedies which the Board of Directors of the Association has or others may have against such former owner and member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. The Association may, but is not obligated to, issue certificates evidencing membership in the Association.

Section 2. Members shall be obligated to comply with the provisions of the Declaration, the Bylaws, and Rules and Regulations as they are amended from time to time. In the event of any conflict between the Rules and Regulations and the Declaration and Bylaws, the Declaration and Bylaws shall govern. In the event of any conflict between the provisions of the Bylaws and the Declaration, the Declaration shall govern. In the event of a conflict between the Articles of Incorporation and the Bylaws, the former shall govern. The Association has been incorporated and is subject to the Act. The Association is deemed to be a common interest community as defined in the Illinois Code of Civil Procedure (735 ILCS 5/9-102), as amended. See Article VI of these Bylaws.

#### **ARTICLE V. MEMBERS**

Section 1. **Voting.** The Association shall have one (1) class of membership and each member shall have one vote for each lot such owner owns provided that in no event more than one (1) vote be cast with respect to any lot. The person entitled to vote with respect to each lot is hereinafter referred to as the "Voting Member". If more than one (1) person is the record owner of a lot, or if an owner is a trustee, corporation, partnership or other legal entity, the vote for such lot

shall be exercised as such owner or owners of that lot shall designate in writing to the Board. Such designation shall be revocable at any time by actual notice to the Board of the death or judicially declared incapacity of any owner of that lot or by written notice of revocation to the Board by such owner. In the absence of such written designation, the vote for any lot may be exercised at any meeting of members as the owner or owners of that lot present at such meeting shall agree; provided, however, that if all owners of a lot cannot agree as to how their vote shall be exercised, no vote shall be cast with respect to that lot. In the event that a lot is owned by more than one (1) person and no designation is given, then the Board in its discretion may recognize one (1) of those persons as the voting member for such lot.

Members of the Association must be lot owners in the Georgetown Subdivision.

Section 2. Regardless of the number of owners of individual lots, there shall be only one (1) vote per lot. In the case of an individual or individuals owning more than one (1) lot, then they shall be entitled to one (1) vote for each lot owned.

Section 3. No lot vote may be fractionalized or divided in the event that there is more than one (1) person who is the owner of the lot. The lot vote shall be exercised as if the lot owners consisted of only one (1) person in accordance with the proxy or other designation made by members consisting such lot ownership, and filed with the Association.

#### **ARTICLE VI. COMMON INTEREST COMMUNITY**

Section 1. The Association is deemed to be a common interest community as defined in the Illinois Code of Civil Procedure (735 ILCS 5/9-102), as amended, and as set forth in Declaration Article 11.9 for the purpose set forth in Article 11.9 but is currently not subject to the Common Interest Community Association Act as set forth in Declaration Article 11.10.

#### **ARTICLE VII. MEETINGS OF MEMBERS**

Section 1. **Annual Meeting.** There shall be an annual meeting of the members which shall be held on such date as is annually set by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the members. If the election of directors shall not be held on the date designated for the annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members called as soon thereafter as may be practical.

Section 2. **Special Meetings.** Special meetings of the members may be called by the President or by a majority of the Board of Directors or by a petition directed to the Board signed by not less than twenty percent (20%) of the members having one (1) vote per lot. The notice of the Special Meetings shall specify the matters to be considered at the Special Meeting.

Section 3. **Place and Time of Meeting.** All meetings of the members shall take place

at a time specified in the Notice of the Meeting and may take place at a location in the Georgetown subdivision, but may take place at another location in Will or Cook County, Illinois designated by the person or persons calling the Meeting.

Section 4. ***Notice of the Meetings.*** Written notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail to each member entitled to vote at such meeting, not less than ten (10) nor more than (30) days before the date of such meeting by or at the direction of the President, Secretary or the officers or persons calling the meeting. In case of a special meeting or when required by statute or these Bylaws, the purpose for which the meeting is called shall be stated in the Notice. If mailed, the Notice of the meeting shall be deemed delivered when deposited in the United States Mail to the member at his address as it appears on the records of the Association, with postage thereon prepaid. All members are obligated to advise the Board of Directors or the Association's managing agent, if any, of any change in their mailing address for notices from the Association. Failure to do so can subject the members to fines.

Section 5. ***Quorum.*** The members holding twenty percent (20%) of the total votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of the members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 6. ***Proxies.*** At any meeting of members, a Voting Member entitled to vote may vote either in person or by proxy executed in writing by the Voting Member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution. Proxies must be filed with the Secretary of the Association to become effective.

Section 7. ***Order of Business.*** The order of business at any meeting of the members of the Association shall follow the procedure and agenda as determined by the Board.

## **ARTICLE VIII. BOARD OF DIRECTORS**

Section 1. ***Powers of the Association.*** The affairs of the Association shall be managed by its Board of Directors which shall have the following powers and duties:

a. To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association and to secure, to the extent possible, elimination of real estate taxes on property owned by the Association, i.e., Common Areas which are for the use and benefit of the lot owners.

b. To exercise the architectural controls vested in its Declaration and Bylaws, and to supplement its Declaration and Bylaws through Rules and Regulations directed at implementing the architectural control scheme of the Association.

c. To delegate the exercise of its powers to the Architectural Control

Committee, i.e., "ARC" appointed in accordance with its Bylaws.

d. To prepare, adopt and distribute the annual budget for the Association, and to have a reserve study performed and to provide reasonable reserves for contingencies and replacements.

e. To levy and expend assessments and charges.

f. To collect assessments, interest and charges from lot owners.

g. To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and administration of the Association, to include but not be limited to the hiring of a managing agent. Any contract with a managing agent shall contain a provision providing that notice of termination may be given by either party upon no more than sixty (60) days notice no cause need be given and shall comply with Declaration Article 5.7.

h. To obtain adequate and appropriate kinds of insurance for the Association and any property owned by the Association.

i. To own, convey, encumber, lease or otherwise deal with real estate owned by the Association.

j. To adopt and amend Rules and Regulations.

k. To keep detailed, accurate records of the receipts and expenditures affecting the Association.

l. To impose charges for late payment of a lot owners' assessments, and any other expenses lawfully agreed upon and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws and Rules and Regulations of the Association.

m. By a majority vote of the entire Board of Directors, to assign the right of the Association to future income from assessments or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association.

n. To record the dedication of the Common Areas to a public body for use, or in connection with a street, utility or other purpose or otherwise to grant easements affecting the Common Areas.

o. To vacate or abrogate from its original purpose, property owned by the Association, provided at least two-thirds (2/3) of the Lot Owners approve.

p. At the option of the Board of Directors, to contract on behalf of the

Lot Owners with a scavenger service for the removal of ordinary trash (to include construction debris and other out of the ordinary garbage, waste or debris) on such terms as the Board from time to time determines, and to bill the responsible lot owners for the costs of removal of any construction debris or other out of the ordinary garbage, waste or debris.

q. To pay real estate taxes levied on the Common Areas or any real estate in the subdivision owned by the Association.

r. To suspend the voting rights for any lot owner who is delinquent in their assessment or any other monetary obligations to the Association.

s. To perform such other duties and obligations as are set forth elsewhere in the Declaration and Bylaws, as amended, or as are appropriate to give effect to the governing documents and are in the best interest of the collective membership of the Association.

Section 2. ***Numbers, Terms and Qualifications.*** The number of directors of the Association shall be five(5). Only a member (lot owner) in good standing with the Association may be a director. At the annual meeting to be held in 2012, five (5) Board members shall be elected. The three (3) persons receiving the highest number of votes at this meeting shall be elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which member shall have the two (2) year term and which member shall have the one year term. Upon the expiration of the terms of office of the Board members so elected at the 2011 annual owners' meeting and thereafter, successors shall be elected for a term of two (2) years each. Directors may succeed themselves.

Section 3. ***Designation of Directors.*** All directors shall be entitled to vote on any matter or issue before the Board of Directors. Directors are not permitted to vote at Board meetings by proxy.

Section 4. ***Duties, Powers, etc of the Board.*** All powers, duties, rights and obligations of the Association shall be vested in the Board of Directors. The Board of Directors shall have those powers and duties specified in the Declaration, as well as those permitted under the Act and these Bylaws. The Board of Directors shall promulgate rules and regulations of the Association which shall be binding on the members of the Association. The Board shall manage the daily affairs of the Association and shall appoint one (1) or more officers to carry out the directives of the Board of Directors. The Board shall appoint all standing and special committees of the Association which shall be advisory to the Board with the exception of the Architectural Review Committee. Decisions of the Board shall be binding upon the Association and its members.

Section 5. ***Regular Meetings.*** Regular meetings of the Board of Directors shall be held from time to time as determined by the Board. The Board may provide by rule the time and place for the holding of its meetings. Notice shall go out to all Board members not less than forty-eight

(48) hours prior to the date of the meeting which notice may be in writing or by facsimile transmission or by telephone notice, unless notice of the meeting is waived by the Director. All business meetings of the Board of Directors are open to members of the Association, and members shall receive written notification of the date, time and place of all Board meetings to conduct association business not less than forty-eight (48) hours prior to the date of the meeting.

Section 6. ***Special Meetings.*** Special meetings of the Board of Directors may be called by the President of the Board or a majority of the Board of Directors. The person or persons authorized to call special meetings of the Board may fix the date, time and place for holding any special meeting of the Board called by them.

Section 7. ***Notice.*** Notice of any special meetings of the Board of Directors shall be given at least seven (7) days prior to the date set for the meeting by written notice delivered personally or sent by mail or electronic mail to each director unless a written waiver of such notice is signed by the persons entitled to notice before the meeting is convened. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. 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 shall be specified in the notice of such meeting, unless specifically required by law or by these Bylaws. The seven (7) day notice requirement shall not be applicable in the event of an emergency.

Section 8. ***Quorum.*** Three (3) members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided, if less than a majority of the Directors are present at such meeting, the majority of the Directors present may adjourn the meeting from time to time without further notice. Proxies will not be allowed at any meeting of the Board of Directors for the purpose of voting or establishing a quorum.

Section 9. ***Manner of Acting.*** The act of a majority of a quorum of the directors at any meeting of the Board shall be the act of the Board of Directors, except where otherwise provided by law, the Declaration or these Bylaws.

Section 10. ***Vacancies.*** Any vacancies occurring in the Board of Directors shall be filled by a majority of the remaining directors at a meeting of the Board of Directors and said replacement director shall serve the remaining term of the vacant director. Any member of the Board of Directors may be removed from office as a director by the affirmative vote of a majority of all of the Voting Members at any regular or special meeting of the Voting Members called for such purpose.

Section 11. ***Compensation.*** The directors shall serve without compensation unless a majority of the Voting Members approve said compensation at a meeting of the Voting Members. Directors shall be entitled to reimbursement for their out-of-pocket expenses on behalf of the Association providing said reimbursement is approved by a majority of the remaining Board

members.

## **ARTICLE IX. OFFICERS**

Section 1.     **Officers.** The officers of the Association shall be the President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer and a Secretary. The Board may elect such other officers as it deems appropriate.

Section 2.     **Election and Term of Office.** The officers of the Association shall be elected annually by the Board of Directors at the Board meeting to be held following the regular annual meeting of the members of the Association. Officers must be members of the Association. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

Section 3.     **Removal.** Any officer elected by the Board of Directors may be removed by a majority vote of the Board of Directors.

Section 4.     **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.     **President.** The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and all meetings of the Board of Directors. He may sign, with or without the Secretary or any other proper officers of the Association when authorized by the Board of Directors, any deeds, mortgages, contracts, or other instruments which the Board of Directors have authorized to be executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6.     **Vice-President.** In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents, in the order of their election) shall perform the duties of the President, and when so acting shall have all powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7.     **Secretary.** The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law and be custodian of the corporate records of the Association; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the

President or the Board of Directors.

Section 8. **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article X of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

## **ARTICLE X. CONTRACT CHECKS, DEPOSITS AND FUNDS**

Section 1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 2. **Checks, Drafts, etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer, and countersigned by the President of the Association.

Section 3. **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. **Gifts.** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

## **ARTICLE XI. FINANCIAL MATTERS**

The Board of Directors shall prepare a budget and shall impose assessments as specified in the Declaration and Bylaws, as amended.

## **ARTICLE XII. RULES AND REGULATIONS**

The Board of Directors shall promulgate and cause to be distributed to all members, Rules and Regulations, and shall have the right to amend those Rules and Regulations from time to time. The Board shall have the right to supplement and implement by rule and regulation the provisions

of the Declaration and Bylaws.

**ARTICLE XIII.  
BOOKS AND RECORDS**

The Association shall keep correct and complete books and records of account and shall also keep the minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office of the Association or such other location as designated by the Board of Directors, current records giving the names and addresses of all lot owner-members who are entitled to vote. All books and records of the Association may be inspected by the members, their agent or attorney for any proper purpose at a reasonable time to be specified by the Board of Directors, but this right shall be subject to the limitations set forth in governing law. The Board or managing agent shall have the right to charge members for the cost of retrieving and providing the documents as well as the cost of copying the documents.

**ARTICLE XIV.  
COMMITTEES**

At the option of the Board, as determined from time to time, there may be various standing committees of the Association. Each committee shall have such number of members as are appointed by the Board of Directors from time to time from the general membership of the Association. These committees may include:

1. Budget.
2. Architectural Review. (ARC)
3. Covenants and Restrictions.
4. Social Events.
5. Special Events.

Each Committee shall choose one member of the Committee to act as chairman. Meetings shall be called as necessary to handle the affairs of the Committees. These Committees shall report to the Board of Directors and shall be advisory only (with the exception of the ARC as to its decision making). Vacancies on any Committee shall be filled by the Board of Directors. The duties of each Committee shall be as determined from time to time by the Board of Directors.

Special committees shall be appointed from time to time by the Board of Directors as may be necessary to serve the purposes of the Association.

The duties of the standing committees shall include the following:

**Budget Committee.** After review of the Association's financial statements and other relevant information, recommend to the Board an annual operating budget and projected assessments.

**Architectural Review Committee.** Review and render approval, denial or approval with revisions (if the Board opts not to make these decisions) of all plans and specifications for any and all structures to be built in the subdivision, as well as external additions, alterations and improvements to lots. Recommend to the Board enforcement action relative to building and occupancy restrictions contained in the Declaration, and the Rules and Regulations. The Committee is authorized to secure for the Association an architect who will be hired by the Board of Directors to review and approve plans and specifications for new construction and major exterior changes and the construction of any utility buildings, if such are permitted in the subdivision. The following sets forth the reasons in support of hiring an architect:

- a. An unbiased third-party professional opinion will avoid conflicts between neighbors.
- b. An architect has insurance for errors and omissions to insulate the Association and its Board of Directors against claims for damages.
- c. An architect is qualified to make a judgment on the value or detriment to the community of a design, construction method or an aesthetic issue which may be presented during the approval process required for each dwelling presented.
- d. There would be no cost to the Association since it would be required that the lot owner presenting the plans and specifications would be required to pay the Architectural Review Committee fee, as it is charged by the architect.

**Covenants and Restrictions.** Recommend changes in the governing documents of the Association, to include the Declaration, Bylaws, rules and regulations and other matters concerning the operation of said Association or relating to the health, safety, welfare or general good of the membership.

**Social Events.** To plan, organize and implement social activities for the members.

**Special Events.** Plan and prepare any special events including the promotion of community development.

#### **ARTICLE XV. FISCAL YEAR**

The fiscal year of the Association shall be as set forth in a resolution by the Board of Directors. The Board is authorized to hire a tax professional in the event the Board deems it necessary in order to file appropriate federal and state tax returns and other governmental filings.

**ARTICLE XVI.**  
**SEAL**

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois"; and any such corporate seal shall be in the custody of the secretary.

**ARTICLE XVII.**  
**WAIVER OF NOTICE**

Whenever any notice whatever is required to be given under the provisions of the Act or under the provisions of the articles of incorporation or by-laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XVIII.**  
**AMENDMENTS TO BYLAWS**

These Bylaws may be amended or modified at any time or from time to time at a regular or special meeting of the Board by a majority of the directors then serving on the Board, provided that no provision of the Bylaws shall conflict with the Declaration.

These Bylaws and amendments need to be recorded after they have been approved.

**ARTICLE XIX.**  
**LIABILITY AND INDEMNITY**

The directors and officers of the Association, shall not be personally liable to the lot owners (members) to the Association, or to others for any mistake in judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or willful misconduct or fraud. The Association shall indemnify and hold harmless each of the directors and officers (and their respective successors), against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors, and officers, on behalf of the Lot Owners, or arising out of their status as directors or officers, unless any such contract or act shall have been made criminally, with gross negligence, fraudulently, or through willful misconduct. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, without limitation, counsel fees and expenses, amounts of judgments paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceedings, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnification shall not be operative with respect to (I) any matter as to which such person shall have been finally adjudged in such action, suit or proceedings to be liable for criminal conduct, gross negligence, willful misconduct or fraud in the performance of his or her duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel, selected by or in

a manner determined by the Board, there is no reasonable ground for such person being adjudged liable for criminal conduct, gross negligence, willful misconduct or fraud in the performance of his or her duties as such director or officer. The Association shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this paragraph. Every agreement made by the directors or officers, on behalf of the lot owners or Association shall be deemed to provide that the directors or officers, as the case may be, are acting only as agents for the owners or Association and shall have no personal liability thereunder (except as lot owners).

***ARTICLE XX.  
CONSTRUCTION***

Section 1. The Declaration and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Premises. If there is any inconsistency or conflict between these Bylaws and the aforesaid Declaration, the provisions of the Declaration shall control.

Section 2. All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

***ARTICLE XXI.  
MANAGEMENT***

The Board may engage the services of a manager, or managing agent who shall manage and operate the Association for the benefit of all of the members, upon such terms and for such compensation and with such authority as the Board may approve. The Management Agreement must include the termination provision required in Declaration Article 5.7.

These Bylaws were approved by the members of the Georgetown Homeowners Association of Frankfort, an Illinois not-for-profit corporation at a meeting held on \_\_\_\_\_, 20\_\_.

***GEORGETOWN HOMEOWNERS ASSOCIATION OF  
FRANKFORT***

**EXHIBIT "D"**  
**SIGNATURE OF VOTING MEMBERS**

<b>LOT NUMBER</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>
1	21220 Georgetown Road	
2	21216 Georgetown Road	
3	21212 Georgetown Road	
4	21208 Georgetown Road	
5	21204 Georgetown Road	
6	21200 Georgetown Road	
7	21202 Old North Church Road	
8	21206 Old North Church Road	
9	21210 Old North Church Road	
10	21214 Old North Church Road	
11	21218 Old North Church Road	
12	21222 Old North Church Road	
13	21226 Old North Church Road	
14	21230 Old North Church Road	
15	21234 Old North Church Road	
16	7324 Yorktown Road	
17	7334 Yorktown Road	
18	7344 Yorktown Road	
19	7354 Yorktown Road	
20	7364 Yorktown Road	
21	7374 Yorktown Road	
22	21324 Old North Church Road	
23	7345 Yorktown Road	
24	7355 Yorktown Road	
25	7365 Yorktown Road	

<b>LOT NUMBER</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>
26	7375 Yorktown Road	
27	7385 Yorktown Road	
28	21334 Old North Church Road	
29	21364 Old North Church Road	
30	21374 Old North Church Road	
31	21384 Old North Church Road	
32	21394 Old North Church Road	
33	21404 Old North Church Road	
34	21408 Old North Church Road	
35	21414 Old North Church Road	
36	21455 Georgetown Road	
37	21445 Georgetown Road	
38	21435 Georgetown Road	
39	21425 Georgetown Road	
40	7220 Virginia Court	
41	7230 Virginia Court	
42	7240 Virginia Court	
43	7250 Virginia Court	
44	7260 Virginia Court	
45	7270 Virginia Court	
46	21405 Georgetown Road	
47	21385 Georgetown Road	
48	21375 Georgetown Road	
49	7255 Georgetown Commons	
50	7235 Georgetown Commons	
51	7205 Georgetown Commons	

<b>LOT NUMBER</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>
52	7202 Georgetown Commons	
53	7222 Georgetown Commons	
54	21351 Georgetown Road	
55	21331 Georgetown Road	
56	21321 Georgetown Road	
57	21301 Georgetown Road	
58	21281 Georgetown Road	
59	21271 Georgetown Road	
60	21261 Georgetown Road	
61	21251 Georgetown Road	
62	21241 Georgetown Road	
63	21231 Georgetown Road	
64	21221 Georgetown Road	
65	21217 Georgetown Road	
66	21215 Georgetown Road	
67	21211 Georgetown Road	
68	21203 Old North Church Road	
69	21213 Old North Church Road	
70	21223 Georgetown Road	
71	21233 Old North Church Road	
72	21243 Old North Church Road	
73	21253 Old North Church Road	
74	21263 Old North Church Road	
75	21273 Old North Church Road	
76	21303 Old North Church Road	
77	21323 Old North Church Road	

<b>LOT NUMBER</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>
78	21333 Old North Church Road	
79	21353 Old North Church Road	
80	21363 Old North Church Road	
81	21373 Old North Church Road	
82	21383 Old North Church Road	
83	21403 Old North Church Road	
84	21422 Georgetown Road	
85	21402 Georgetown Road	
86	21382 Georgetown Road	
87	21372 Georgetown Road	
88	21362 Georgetown Road	
89	21352 Georgetown Road	
90	21332 Georgetown Road	
91	21322 Georgetown Road	
92	21282 Georgetown Road	
93	21272 Georgetown Road	
94	21262 Georgetown Road	
95	21252 Georgetown Road	
96	21242 Georgetown Road	

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