

**SWANSWAY HOMEOWNERS ASSOCIATION  
GOVERNING DOCUMENTS**

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**SWANSWAY AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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**SWANSWAY AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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**SWANSWAY AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The Swansway Declaration of Covenants, Conditions and Restrictions was recorded in Lake County on July 24, 1984 as Document No. 2298367 and again on September 5, 1984 as Document No. 2307909 (collectively referred hereto as "Original Declaration").

This Swansway AMENDED AND RESTATED DECLARATION of Covenants, Conditions and Restrictions is adopted pursuant to Article VII, Section 7.1 of the Original Declaration whereby the Declaration may be amended by an instrument executed by more than fifty percent (50%) of the Class A members, including more than fifty percent (50%) of the Class B members on matters affecting the lake, subject to the provisions of Section 2.03 of this Declaration concerning the limit of one vote per Lot. Any Amendment shall be recorded.

WITNESSETH:

WHEREAS, the Association and its Owners are the owners of certain property located in the County of Lake, State of Illinois, which is known as Swansway Subdivision according to the plat thereof recorded with the Recorder of Deeds of Lake County, Illinois on June 11, 1984 as Document No. 2289068, and more fully described on Exhibit "A" attached hereto and specifically incorporated by reference herein, and hereinafter referred to herein as the "Property", and

WHEREAS, the Property, or portions thereof, has been conveyed subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW THEREFORE, the Property described in the aforesaid Exhibit "A" has been held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. Said easements, covenants, restrictions and conditions shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any portion thereof and shall inure to the benefit of each Owner thereof and his successors and assigns.

ARTICLE I

DEFINITIONS

In the construction and interpretation of this Declaration, all words shall be defined as follows:

1.01 Association: The Swansway Homeowners Association, an Illinois not-for-profit corporation and successors and assigns.

1.02 Board: The Board of Directors of the Association as constituted at any time or from time to time in accordance with the applicable provisions hereof.

1.03 Lot: A portion of the Property described on Exhibit "A" and designated on a plat of subdivision improved with a residential building.

1.04 Owner: The record owner, whether one or more persons or entities, of fee simple, title to any Lot, including contract sellers, but excluding those other than contract sellers having such interest merely as security for the performance of an obligation. An Owner may be a corporation, partnership, trust or other legal entity other than a natural person or persons, provided that in that event, documentation shall be delivered to the Board by the Owner evidencing the name of the director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such legal entity, who is authorized to act on behalf of the Owner.

1.05 Member: An Owner who holds membership in the Association pursuant to the terms of the Declaration.

1.06 The Property: The real estate legally described in Exhibit "A" attached to the Declaration, including any and all easements appurtenant thereto.

1.07 Declaration: The within Amended and Restated Declaration of Covenants, Conditions and Restrictions and any amendments thereto.

1.08 Declarant: LaSalle National Bank, not personally but as Trustee under Trust Numbers 107601 and 107602, collectively.

1.09 Governing Documents: This Declaration, the By-Laws, and Rules and Regulations of the Association.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.01 Each Owner of any Lot shall automatically become and be a Member of the Association so long as such Owner continues to be an Owner of any Lot or any portion thereof. On termination of the interest of any Owner in any particular portion of the Property, his membership shall thereupon automatically terminate, transfer, and inure to the new Owner succeeding such Owner in interest.

2.02 The Association shall have two (2) classes of membership:

- (a) CLASS A: Class A members shall be the Owners of all or any part of the real estate described in the aforesaid Exhibit "A". Each Class A member shall be entitled to one vote, subject to the provisions of Section 2.03. In the event any Class A member transfers a part, but not all of his Lot encompassed by this

Declaration, then each Owner of any portion of such transferred Lot shall be a Class A member, whose rights and obligations under this Declaration shall be determined in proportion to said Owners' interest in said Lot.

- (b) CLASS B: Class B members shall be those Class A members owning all or any part of the Lots described on Exhibit "B" attached hereto and specifically incorporated by reference herein. Each Class B member shall have whatever voting rights inure to it pursuant to the provisions of Class A membership, provided however, that with respect to matters solely concerning the lake located collectively on the property of all Class B members, each Class B member shall have one vote.

- 2.03 Each Member shall be entitled to one vote per Lot on each matter submitted to a vote of the Members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote per Lot.

### ARTICLE III

#### ASSESSMENTS

3.01 Each Class A member and each subsequent Owner of all or any part of the Property described in Exhibit "A", by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay any and all assessments, or charges designated, fixed and apportioned by the Board for the purpose of maintenance and repair of that portion of the Property owned by the Class A members, excluding the portions of the Property owned by the Class B members and which has been developed for use as a lake and/or detention/retention area. In addition, the assessments shall include costs of insurance, real estate taxes, and general administration expenses for such Property. Such assessment shall be referred to as the "Class A Assessment". The amount of any Class A Assessments, together with the highest rate of interest legally chargeable thereon, and cost of collection therefor, including attorneys' fees and court costs, shall be a charge on the Lot of each Class A member and shall be a continuing lien upon said Lot. Each Class A Assessment, together with interest and costs aforesaid, shall also be the personal obligation of the person, persons or entities who was or were the Owner or Owners of the Lot at the time the Class A Assessment fell due.

3.02 In addition to the Class A Assessment, each Class B member and each subsequent Owner of all or any part of the property described in Exhibit "B", by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay any and all assessments, or charges designated, fixed and apportioned by a majority of the Class B members for the purpose of maintenance and repair of that portion of the Property owned by the Class B members which has been developed for use as a lake and/or detention/retention area. Such assessment shall be referred to as the "Class B Assessment". The amount of any Class B Assessments, together with the highest rate of interest legally chargeable thereon, and cost of collection therefor, including attorneys' fees and court



costs, shall be a charge on the Lot of each Class B member, and shall be a continuing lien upon said Lot. Each Class B Assessment, together with interest and costs aforesaid, shall also be the personal obligation of the person, persons or entities who was or were the Owner or Owners of the Lot at the time the Class B Assessment fell due.

The Class B Assessments shall be used exclusively for the reasonable expenses for the maintenance and repair of the aforescribed lake in order to effectuate the health, safety and welfare of all of the Class B members and the services and facilities devoted to this purpose and related to the use and enjoyment of the lake.

3.03 If any Class A Assessment or Class B Assessment (collectively "The Assessments") is not paid by any Class A or Class B member within ten (10) days of presentation of a demand therefor, then such assessment shall become delinquent, and the amount thereof, together with any such interest thereon at the highest rate which can be legally charged, and the cost of collection thereof, as herein provided, shall become a continuing lien upon the Lot owned by such Member, which shall bind said Lot in the hands of said Member, his heirs, devisees, personal representatives and assigns. If so directed by the Board, the Association shall bring an action at law or in equity against said Owner so obligated to pay the same or to foreclose the lien against said Owner's Lot and there shall be added to the amount of such assessment the costs of such action as herein provided. In the event a judgment is obtained such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court together with the costs of said action.

3.04 The lien of the assessments provided for herein, and any other lien created in favor of the Association under the provisions of this Declaration, shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot encompassed hereby and shall be subordinate to the rights of tenants under occupancy leases of the Lot encompassed hereby, provided however, that as to the subordination of such assessment liens to the lien of the aforesaid mortgagees, such subordination shall apply to only those assessment liens which have become effective prior to the sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding or action in lieu of foreclosure. Said sale or transfer shall not relieve such Lot or its Owners for liability for any assessment thereafter becoming due, nor from any lien by reason of any subsequent assessment or by reason of any other provision of this Declaration.

#### ARTICLE IV

#### ARCHITECTURAL CONTROL

4.01 There shall be an Architectural Control Committee comprised of three (3) Members appointed by the Board of Directors from among the Class A members, on an annual basis. The Architectural Control Committee shall not be entitled to any salary for serving thereon, but reasonable fees may be paid to any consultants for services rendered to the committee.

4.02 No building, sign, fence, wall or any other structure, including, but not limited to grading and swimming pools, shall be commenced, erected or maintained upon any or all of the Lots described in the aforesaid Exhibit "A", nor shall any building be erected on said Lots, nor any change or alteration thereon, be made until the plans and specifications, including, but not limited to architectural and engineering, showing the nature, kind, shape, height, materials, color and location of the same, shall have been submitted to and approved in writing by the Architectural Control Committee, as to harmony of external design and location in relation to the surrounding structures and topography, and as to aesthetics and effect on the balance of the Property. It is understood that the Architectural Control Committee may have all grading and engineering plans submitted for approval to a licensed engineer selected by said Committee in order that said grading and engineering plan will conform with the overall grading and engineering plan for the Property described in the aforesaid Exhibit "A". It is understood that all costs and fees incurred by the Association and/or said Committee in conjunction with such engineering and grading plan review, shall be paid by the Member submitting said plans for approval.

In addition, prior to obtaining any permit or license required by the Village of Deer Park for a project covered by the provisions of Section 4.02, the Owner shall be required to obtain approval from said Committee.

## ARTICLE V

### BUILDING AND USE RESTRICTIONS

The following covenants and restrictions shall apply to and be binding upon all Lots on the Property:

5.01 Residential Use: Each Lot and the residence erected thereon shall be used only for purposes of housing and residential use. Home offices shall comply with the Village of Deer Park ordinances/code of regulations.

5.02 Detached Structures: Storage sheds are prohibited.

5.03 Nuisances: No unlawful noxious or offensive activities shall be carried on in any Lot or residence or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Association cause unreasonable noise or disturbance to others.

5.04 Signs: No advertising sign or billboards of any kind shall be displayed to the public view on any Lot, except usually and ordinary "for sale" signs similar to those customarily used by real estate brokers in the area in connection with the sale of similar property, all of which signs shall be in compliance with the applicable ordinances of the Village of Deer Park. No Owner or resident shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his residence, or which may be visible from the outside of his residence, (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Association). No Owner, or resident, shall display, hang, store or use

any sign outside his residence, or which may be visible from the outside of his residence, unless required by law (such as construction permits), without the prior written permission of the Association.

5.05 Trash: Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in Rules and Regulations of the Association. No burning of refuse shall be permitted outside of the Lot, except the burning of leaves will be permitted as or if allowed by applicable ordinances.

5.06 Drainage: No Owner shall either alter or interfere with, or make any material change in, the grade or drainage of his Lot. The determination by the Association that a change is in violation of this Section 5.06 shall be conclusive and binding on all parties involved.

5.07 Rules and Regulations: Each Owner shall comply with all Rules and Regulations which from time to time may be adopted by the Board covering the details of the operation and use of the Property, including but not limited to, soil conservation, drainage, and landscaping, provided that the consent of a majority of the Class B members, subject to the provisions of Section 2.03, shall be obtained for rules governing the use of the detention/retention - lake and related facilities.

5.08 Exteriors: Unless approved by the Architectural Control Committee, all residences constructed on a Lot shall be of colonial design only, with cedar shake roofs, and shall have no earth stations. All driveways located on the Property shall be paved and all Lots shall be seeded or sodded within one (1) year of occupancy. Satellite receiving dishes or television antennas shall be no greater than 1 meter in diameter, subject to the guidelines of the Federal Communications Commission and Board adopted Rules and Regulations. Solar energy systems may be installed in compliance with the Homeowners' Solar Rights Act of Illinois and Board adopted Rules and Regulations.

5.09 Partial Construction: Any and all construction on a Lot shall be commenced and diligently pursued and shall not remain in partly finished condition any longer than is reasonably necessary for completion thereof. The Owner of any portion of a Lot upon which improvements are being constructed shall at all times keep public and private streets being utilized by such Owner in connection with said construction, as well as the Lot of such Owner, free from any dirt, mud, garbage, trash or other debris which might be occasioned by such construction and/or improvements.

5.10 Campers, Recreational Vehicles and Boats: No campers, trailers, recreational vehicles, boats and other types of non-passenger vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot. Unlicensed vehicles must be kept in a garage. No motorized vehicles, including, but not limited to boats and/or snowmobiles, shall be utilized on or about the lake at any time.

5.11 Livestock and Poultry: No animals, livestock or poultry or any kind, shall be raised, bred or kept on any Lot, except that dogs and cats aggregating three in number, or other usual household pets, may be kept, provided they are not kept, bred or maintained for any

commercial purpose; and further provided that all Owners, in addition to these covenants, shall comply with all ordinance of the Village of Deer Park regarding animals, livestock or poultry.

5.12 Parking: No fuel driven vehicles belonging to or used by Owners or their immediate families may be parked overnight on Landmark Lane, Swansway, or Covington Drive.

5.13 Manufacturing: No part of the Property, or any Lot, and no building erected or maintained on any part of the Property, shall be used for manufacturing or industrial purposes.

5.14 Garages: All residences shall have attached garages, which garages shall each be for at least two (2) cars.

5.15 Screening Offensive Objects: All equipment, garbage cans, service sheds, wood-piles, and storage piles shall be kept concealed from view of neighboring Lots and streets.

5.16 Drilling Structures: No derrick or other structure designated for use in boring, mining or quarrying for oil or natural gas, precious minerals, shall be erected, maintained or permitted upon any Lot; it being expressly understood and covenanted that DECLARANT has reserved all oil, gas and mineral rights on and under the subject properties during the existence of these covenants; provided that nothing in this Declaration shall be constructed to restrict a public utility from erecting, maintaining, and operating upon any Lot owned by it in said tract, a well, housing and equipment for the purpose of extracting from the sub-surface and/or the treatment, storage and distribution of water through the system of such public utility.

5.17 Living Area: No residence shall be constructed or modified on any Lot which has a finished living area (exclusive of garages and basements) of less than two thousand two hundred (2200) square feet for single level structures or less than two thousand five hundred (2500) square feet for multiple level structures.

5.18 Maintenance of Residence and Grounds: The exterior surfaces of all Residences shall be kept in good repair and shall be cleaned and painted as required to avoid any unsightly appearance. Each Owner, and every lessee or tenant of an Owner, shall maintain his Lot, and any improvements located thereon, in good condition and in good order and repair, at his own expense. Lawns of Lots must be properly manicured to maintain the image and appearance of the Association. Lawns of Lots shall be mowed on a regular basis. All Owners shall maintain a full, hearty, healthy and attractive green lawn. Patchy lawns or lawns with excessive weeds, in the sole discretion of the Board, shall not be acceptable.

## ARTICLE VI

### EASEMENTS

6.01 An easement for drainage, retention and/or detention of water for the benefit of the Lake and the Property is hereby declared upon those portions of the Property which are or shall be hereinafter designated for such purpose on any recorded plat of subdivision.

6.02 It is understood that no Owner of all or any portion of the Property may, either by act or omission, do or refrain from doing any act, the effect of which will impair the function and/or aesthetics of the Lake or any of the appurtenances in connection therewith.

6.03 An easement for ingress and egress and for recreational use is hereby declared over, upon, along and through the lake, including the shoreline thereof, located upon the Lots described on Exhibit "B" attached hereto for the benefit of all of the Class B members.

## ARTICLE VII

### GENERAL PROVISIONS

7.01 Amendments: The provisions of this Declaration shall apply to all Members and residents and run with and bind the land encompassed hereby for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The written vote of more than fifty (50%) percent of the Class A members shall be required to change, modify or rescind such provisions, including more than fifty (50%) percent of the Class B members on matters affecting the lake, subject to the provisions of Section 2.03.

7.02 Notice: Any notice or communication required to be sent hereunder shall be deemed to have been properly sent when mailed or personally delivered to the Lot or to such address the Association has been provided in writing from any such individual or entity entitled to notice, or when delivered electronically (to an electronic address provided by the Owner).

7.03 Severability: Invalidation of any one of these provisions by judgment or court order shall in no way effect other provisions which shall remain in full force and effect.

7.04 Headings: The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles or Sections to which they apply.

7.05 Land Trusts: In the event title to any Lot should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien or indebtedness 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 claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the Lot notwithstanding any transfers of beneficial interest in the title to such Lot.

7.06 Rights and Obligations: The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants, running with the land and shall

inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

7.07 Perpetuities and Restraints on Alienation: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of the Governor of the State of Illinois and President of the United States of America.

7.08 The terms, conditions and provisions of the By-Laws attached hereto as Exhibit "C" are specifically incorporated by reference herein.

## ARTICLE VIII

### ENFORCEMENT AND REMEDIES FOR BREACH OR VIOLATION

8.01 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation thereof or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association, or any Owner entitled to enforce any covenant or restriction herein contained, to enforce same, shall in no event be deemed a waiver of the right to do so thereafter.

8.02 Remedies. If any provision hereunder is not performed by any Owner within ten (10) days or any other reasonable time period as determined by the Board, of presentation of a demand therefor for the Association, then such provision shall be considered to be in default and the Association may, but need not, enter upon the Lot in question and perform such provision, in which event any amount so expended therefor, together with interest thereon at the highest rate which can be legally charged and the cost of collection thereof including court costs and attorneys' fees, shall become a continuing lien on the Lot, which shall bind said Lot in the hands of said Owner and said Owner's heirs, devisees, personal representatives, successors and assigns. The Association may bring an action at law or in equity against said Owner so obligated to pay to same or to foreclose the lien against said Owner's Lot and there shall be added to the amount of such lien the cost of preparing the filing of the complaint and other attorneys' fees in connection with such action. In the event a judgment is obtained, such judgment shall include interest on the unpaid amounts at the highest legal rate of interest and reasonable attorneys' fees to be fixed by the court together with all costs of such action.

8.03 Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other occupant of his Lot) shall violate any of the covenants or restrictions or provisions of this Declaration, the By-Laws or the rules or regulations adopted by the Board, and such violations shall not be cured within 30 days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10 day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Lot, and thereupon an action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Lot owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale and all such items shall be taxed against said defaulting Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Lot and to immediate possession of the Lot sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Lot so purchased subject to this Declaration.

8.04 Forcible Detainer. In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the Owner hereunder, the Board shall have the right to take possession of the Owner's Lot and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer" (as may be recodified), as provided in that Act.

8.05 Other Remedies by the Board. In addition to or in conjunction with the remedies set forth above, in the event of a default by an Owner of this Declaration, the By-Laws or rules and regulations of the Board, the Board or its agents shall have the right to levy reasonable fines after notice and an opportunity to be heard and/or to bring an action at law or in equity against the Owner and/or others as 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 or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article, or (v) 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 or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

8.06 Costs and Expenses. All expenses incurred by the Board in connection with the actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the contract

rate of interest then permitted in Illinois until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same upon his Lot.

8.07 Enforcement by Owners. In addition, any and all other rights and remedies provided for herein, in the event of any default by any Owner (“Defaulting Owner”) under the provisions of the Declaration, each Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such Defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Defaulting Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided for, available at law or in equity, shall be deemed mutually exclusive of any other such remedy. All expenses of any Owner in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against such Defaulting Owner, and shall be a lien upon the Lot of such Defaulting Owner and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by any Owner.

## ARTICLE IX

### INSURANCE

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

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

9.03 All such insurance coverage for the Property owned by the Association obtained by the Association shall be written in the name of the Association and costs of all such coverage shall be a common expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force shall be vested in the Association.



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

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

9.06 The Association shall have the authority to obtain any other types of insurance which the Board deems necessary and appropriate, or as further required by law.

[SIGNATURE PAGE TO FOLLOW]

Signed and acknowledged this 20 day of APRIL, 2016

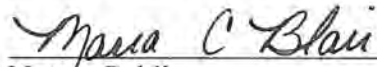
Board of Directors of  
Swansway Homeowners Association

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary

Subscribed and Sworn to before  
me this 20 day of APRIL, 2016.

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



CERTIFICATION AS TO OWNER APPROVAL

I, Leah Peszek, do hereby certify that I am the duly elected and qualified secretary for the Swansway Homeowners Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration was duly approved upon the affirmative vote of more than 50% of the Class A members, including more than 50% of Class B members on matters affecting the lake, subject to the provisions of Section 2.03.

Leah Peszek  
Secretary

Dated: 4/19/2016

**EXHIBIT "A"**

LOT #1 THROUGH LOT #36 INCLUSIVE IN SWANSWAY, BEING A RESUBDIVISION IN THE NORTHWEST OF SECTION 33, TOWNSHIP A3 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDAN, IN THE VILLAGE OF DEER PARK, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1984 AS DOCUMENT 2289068, IN BOOK 1620 OF PLATS, PAGE 350, IN LAKE COUNTY, ILLINOIS.

**EXHIBIT "B"**

LOTS #10, #11, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23, AND #24 IN SWANSWAY, BEING A RESUBDIVISION IN THE NORTHWEST k OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDAN IN THE VILLAGE OF DEER PARK, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1984 AS DOCUMENT 2289068, IN BOOK 1620 OF PLATS, PAGE 350; IN LAKE COUNTY, ILLINOIS,

## EXHIBIT "C"

TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS

BY-LAWS OF SWANSWAY  
HOMEOWNERS ASSOCIATION

### ARTICLE I

#### NAME AND LOCATION

The name of the Corporation is SWANSWAY HOMEOWNERS ASSOCIATION, hereinafter referred to as "ASSOCIATION". The principal office of the corporation shall be located in Deer Park, Illinois but the meetings of the Members and Board may be held at such places within the State of Illinois, Counties of Cook or Lake, as may be designated by the Board.

### ARTICLE II

#### MEETING OF MEMBERS

SECTION 1 - ANNUAL MEETINGS - Annual meetings of the Members shall be held in the month of February at the hour of 9:00 A.M. or at such other date and time as the Board may designate. The meetings shall not be held on a legal holiday.

SECTION 2 - SPECIAL MEETINGS - Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request of at least three (3) Members who are entitled to vote.

SECTION 3 - NOTICE OF MEETINGS - Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by seeing that a copy of such notice is mailed, personally delivered, or delivered electronically (to an electronic address provided by the Owner) at least five (5) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of said meeting. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

In the case of a removal of one or more Directors or Officers, a merger, consolidation, dissolution or sale, lease or exchange of assets, written notice of such meeting shall be mailed, personally delivered, or delivered electronically (to an electronic address provided by the Owner)

not less than 20 nor more than 60 days before the date of the meeting, by or at the direction of the President, or the Secretary, or the Officer or persons calling the meetings, to each Member.

SECTION 4 - QUORUM - The presence, in person or by proxy, at a meeting of Members holding title to not less than one-fourth (1/4th) of the Lots shall constitute a quorum for consideration of such matters at a meeting of Members. If, however, such a quorum shall not be present or represented at any meeting, the Members shall have the power to adjourn the meeting from time to time, without notice, other than announcement of the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5 - PROXIES - At all meetings of the Members, each Member may vote in person or by proxy executed in writing by the Member or by that Member's duly authorized attorney-in-fact. All proxies shall be in writing and filed with the Secretary. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

SECTION 6 - PLACE OF MEETING - All meetings shall be held at such place as may be designated in the notice of such meeting in the Counties of Cook or Lake, State of Illinois.

### ARTICLE III

#### DIRECTORS

SECTION 1 - NUMBER – At the first annual meeting following the recording date of this Amended and Restated Declaration, the affairs of this Association shall be managed by a Board of five (5) directors, who must be Members of the Association.

SECTION 2 – ELECTION; TERM OF OFFICE; QUALIFICATIONS – Commencing with the first annual meeting following the recording date of this Amended and Restated Declaration, a full Board of Directors shall be elected and the three candidates receiving the first, second and third highest number of votes shall each be elected to a two (2) year term, and the two candidates receiving the fourth and fifth highest number of votes shall be elected to a one (1) year term. At each subsequent annual meeting, Directors shall be elected to replace those Directors whose terms expire and each such Director shall serve a two (2) year term provided that the terms of at least one-third (1/3) of the directors of the Board shall expire annually. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves. Each Director of the Board shall be one of the Owners; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board. If there are multiple Owners of a single Lot, only one of the multiple Owners shall be eligible to serve as a Director of the Board at any one time.

SECTION 3 - REMOVAL - Any Director may be removed from the Board, with or without cause, by the affirmative vote of two-thirds (2/3) of the votes of Members present and voted, either in person or by proxy, and subject to the provisions of Section 2.03 of the

Declaration, at a special meeting called for that purpose. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.

SECTION 4 - COMPENSATION - No Director shall receive compensation for any service he may render the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5 - ACTION TAKEN WITHOUT A MEETING - The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting or by obtaining the written approval of any other Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### ARTICLE IV

#### MEETINGS OF DIRECTORS

SECTION 1 – INITIAL MEETING - The Board, within ten days after their election, shall elect from their number a President, Vice-President, Secretary, Treasurer, and such other officers or committees as deemed appropriate in carrying out its purpose.

SECTION 2 – REGULAR MEETINGS - Regular meetings of the Board of Directors shall be held as needed, provided that there shall be at least 4 Board meetings per year. Notice of such meetings shall be mailed, personally delivered, or delivered electronically (to an electronic address provided by the Owner) at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice. Copies of notices of meetings of the Board shall be posted in entranceways or other conspicuous places, if any at the Property, at least 48 hours prior to the meeting of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 3 – SPECIAL MEETINGS - Special meetings of the Board of Directors shall be held when called by the President of the Association, or by the Board of Directors, after not less than forty-eight (48) hours' notice to each Director, stating the date, time, place and purpose of the meeting.

SECTION 4 – OPEN MEETINGS - All meetings of the Board of Directors shall be open to any Owner, and any vote on matters addressed there shall be taken during portions of such meetings open to any Owner, except for the portion of any meeting held: (a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Directors finds that such an action is probable or imminent; (b) to consider third party contracts or information regarding appointment, employment or dismissal of an employee; or (c) to discuss violations of the Rules and Regulations of the Association or an Owner's unpaid share of common expenses. Any Member may record by tape, film or other means the proceedings at such meetings or portions thereof required to be open. The Board may prescribe reasonable rules and regulations to govern the



right to make such recordings. In addition, the Board must reserve a portion of the meeting of the Board for comments by Owners; provided, however, the duration and meeting order for the Owner comment period is within the sole discretion of the Board.

Section 5. QUORUM - A majority of the number of Directors shall constitute a quorum for the transaction of business; provided that in no event shall a quorum consist of less than one-third (1/3) of the Directors then in office. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE V

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1 – POWERS: The Board of Directors shall have the power to:

- (a) Adopt and amend Rules and Regulations covering the details of the operation and use of the Lots and Property, provided that the consent of a majority of the Class B members shall be obtained for rules governing the use of the detention/retention - lake and related facilities referred to in the Declaration.
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of the Governing Documents.
- (c) Employ a manager or an independent contractor or such other employees they deem necessary and to prescribe their duties.
- (d) Enforce each and every provision contained in the aforesaid Governing Documents and collect costs and expenses incurred in connection therewith.
- (e) Maintain bank accounts and enter into contracts on behalf of the Association for Association purposes.
- (f) Do any and all things necessary for the promotion and development of the Swansway Subdivision.

SECTION 2 - DUTIES - It shall be the duty of the Board of Directors:

- (a) To supervise all officers, agents and employees of the Association to see that their duties are properly performed.
- (b) As more fully provided in the Governing Documents, to fix the amount of any assessments, send written notice of same to every Owner subject thereto, and to foreclose the lien against any Lot for which assessments are not paid.

## ARTICLE VI

### OFFICERS AND THEIR DUTIES

SECTION 1 - ENUMERATION OF OFFICERS - The officers of this Association shall be a President and Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2 – ELECTION OF OFFICERS - The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

SECTION 3 – TERM - The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he or she shall sooner resign, shall be removed, or otherwise disqualified to serve.

SECTION 4 - RESIGNATION AND REMOVAL - Any officer may be removed from such officer position, but not from the Board itself, with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any time later specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5 – VACANCIES - A vacancy in any officer position may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

SECTION 6 – MULTIPLE OFFICES - The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 1 of this Article.

SECTION 7 – DUTIES - The duties of the officers are as follows:

#### PRESIDENT

The President shall preside at all meetings of the Board of Directors and of the Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and promissory notes and shall sign checks in place of the Treasurer when necessary.

#### VICE-PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

#### SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members, Owners and Tenants of the Association together with their mailing addresses, email addresses (if provided), any proxy votes, and any documentation regarding the authorization to act on behalf of the Owners, and shall perform such other duties as required by the Board.

#### TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; if directed by the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

#### ARTICLE VII

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every unpaid Director and every officer of the Association shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been an officer or Director of the Association, except in such cases wherein the Director or Officer is adjudged guilty of willful malfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled and shall conform to the provisions of the Illinois General Not For Profit Corporation Act of 1986 as amended from time to time. The Association may purchase insurance to protect officers, Directors and employees from liability for their actions as officers, Directors and employees.

#### ARTICLE VIII

##### BOOKS AND RECORDS

The books, records and papers of this Association shall at all times, during reasonable business hours, be subject to inspection by any Member in accordance with the provisions of the Illinois General Not For Profit Corporation Act of 1986 as amended from time to time. The Governing Documents shall be available for inspection by any Member of the Association, and copies may be purchased at reasonable cost.

## ARTICLE IX

### AMENDMENTS TO BY-LAWS

SECTION 1 - These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the Members of the Association, present in person or by proxy, and subject to the provisions of Section 2.03 of the Declaration. Such amendment shall be recorded with the Lake County Recorder's Office, Illinois.

SECTION 2 - In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE X

### FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

## ARTICLE XI

### AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS

All agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written Resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

**AMENDMENT TO  
SWANSWAY  
AMENDED AND  
RESTATED  
DECLARATION OF  
COVENANTS,  
CONDITIONS AND  
RESTRICTIONS**



Image# 055663960033 Type: AMD  
Recorded: 10/31/2016 at 02:12:30 PM  
Receipt#: 2016-00068001  
Page 1 of 33  
Fees: \$68.00  
IL Rental Housing Fund: \$9.00  
Lake County IL Recorder  
Mary Ellen Vanderverter Recorder

File **7343031**

This document is recorded for the purpose of amending the Amended and Restated Declaration of Covenants, Conditions and

Restrictions (hereafter the "Declaration") for Swansway Homeowners Association, (hereafter the "Association"), which Declaration was recorded on April 28, 2016 as Document Number 7287609 in the Office of the Recorder of Deeds of Lake County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

For Use By Recorder's Office Only

**WITNESSETH:**

WHEREAS, the Board of Directors and Owners desire to adopt an Amendment to restrict leasing at the Association; and

WHEREAS, pursuant to Article VII, Section 7.01 of the Declaration, the covenants and restrictions may be changed, modified or rescinded, upon the written vote of more than fifty percent (50%) of Class A members, including more than fifty percent (50%) of Class B members on matters affecting the lake; and

WHEREAS, this amendment is not a matter affecting the lake; and

WHEREAS, any amendment shall be effective upon recordation thereof; and

WHEREAS, said instrument has been signed and acknowledged by the President and the Secretary of the Board; and

**This document prepared by and after recording to be returned to:**

KATHARINE W. GRIFFITH  
Kovitz Shifrin Nesbit  
175 North Archer Avenue  
Mundelein, IL 60060 — (847) 537-0500

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto as Exhibit B certifying that said instrument has been approved by more than 50% of the Class A members, as evidenced by the Affidavit and the attached ballots; and

63  
33

NOW, THEREFORE, the Association hereby declares that Article V of the Declaration be and is hereby amended as follows (additions in text are indicated by underline and deletions are indicated by ~~strike-out~~):

5.19 Residence Restriction Prior to Leasing:

(a) Owners of Lots within the Association shall be required to reside on the Owner's Lot for a minimum of twenty-four (24) months before the Lot is eligible to be leased to tenants.

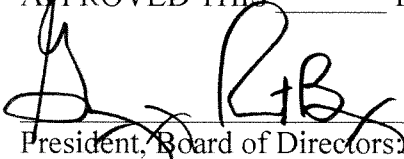
(b) An Owner may submit a petition for a one-time exception due to health or financial hardship reasons to be considered by the Board during the 24 month restricted period.

(c) Any current Owners of Lots being leased as of the recording date of this Amendment will be exempt from the 24 month Residence Restriction.

**This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Lake County, Illinois.**

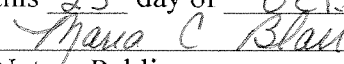
**Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.**

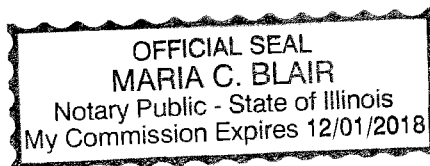
APPROVED THIS 25 DAY OF OCTOBER, 2016.

  
\_\_\_\_\_  
President, Board of Directors

Attest:

x   
\_\_\_\_\_  
Secretary, Board of Directors

Subscribed and sworn to before me  
this 25 day of Oct, 2016.  
  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT #1 THROUGH LOT #36 INCLUSIVE IN SWANSWAY, BEING A RESUBDIVISION IN THE NORTHWEST OF SECTION 33, TOWNSHIP A3 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDAN, IN THE VILLAGE OF DEER PARK, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 11, 1984 AS DOCUMENT 2289068, IN BOOK 1620 OF PLATS, PAGE 350, IN LAKE COUNTY, ILLINOIS.

**EXHIBIT B**

**CERTIFICATION AS TO OWNER APPROVAL**

I, Leah Peszek, do hereby certify that I am the duly elected and qualified secretary for the Swansway Homeowners Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration was duly approved upon the affirmative vote of more than 50% of the Class A members.

x Leah Peszek  
Secretary

Dated: 10/25/16