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**CORRECTIVE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR**

- CONWAY FARMS -

Lake Forest, Illinois

**This document prepared by and after
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TABLE OF CONTENTS

ARTICLE I - DEFINITIONS..... 1

ARTICLE II – ADDITIONAL DEVELOPMENTS 4

ARTICLE III – MEMBERSHIP IN THE ASSOCIATION..... 6

ARTICLE IV – COMMON AREA PROPERTY RIGHTS 7

ARTICLE V – EASEMENTS 8

ARTICLE VI – USE RESTRICTIONS 9

ARTICLE VII – COVENANT FOR ASSESSMENTS 12

ARTICLE VIII – EFFECT OF NONPAYMENT OF ASSESSMENTS,
REMEDIES OF ASSOCIATION 15

ARTICLE IX – ARCHITECTURAL REVIEW BOARD 16

ARTICLE X – DUTIES AND POWERS OF THE ASSOCIATION..... 18

ARTICLE XI – CITY OF LAKE FOREST, ILLINOIS 21

ARTICLE XII – INSURANCE..... 22

ARTICLE XIII – THE CONWAY FARMS DRIVE ENTRANCE TREATMENT
AND RECREATIONAL FACILITIES..... 23

ARTICLE XIV – GENERAL PROVISIONS 23

BY-LAWS 26

ARTICLE 1 – NAME AND LOCATION 26

ARTICLE 2 – DEFINITIONS 26

ARTICLE 3 – MEMBERSHIP 26

3.1 Members Shall be All Owners..... 26

3.2 Annual Meetings..... 26

3.3 Special Meetings..... 26

3.4 Notice of Meetings 27

3.5 Quorum..... 27

3.6 Voting Rights..... 27

ARTICLE 4 – BOARD OF DIRECTORS	28
4.1 Powers	28
4.2 Number	28
4.3 Term of Office	28
4.4 Candidates for the Board of Directors Shall be Selected by a Nominating Committee.	28
4.5 Removal.....	29
4.6 Vacancies in the Board	29
4.7 Compensation	29
4.8 Regular Meetings.....	29
4.9 Special Meetings.....	30
4.10 Quorum.....	30
4.11 Contracts with Board Members	30
 ARTICLE 5 – OFFICERS AND THEIR DUTIES	 30
5.1 Enumeration of Officers	30
5.2 Election of Officers	30
5.3 Term.....	30
5.4 Resignation and Removal.....	30
5.5 Vacancies.....	30
5.6 Multiple Officers	31
5.7 Duties.....	31
 ARTICLE 6 – COMMITTEES	 31
 ARTICLE 7 – INDEMNIFICATION	 31
 ARTICLE 8 – BOOKS AND RECORDS.....	 32
 ARTICLE 9 – AMENDMENTS	 34
 ARTICLE 10 – MISCELLANEOUS	 34
 EXHIBIT A – LEGAL DESCRIPTION	 35

**CORRECTIVE AMENDED AND RESTATED DECLARATION OF
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- CONWAY FARMS -

The Declaration of Covenants, Conditions, and Restrictions for Conway Farms was recorded on June 3, 1991 as Document No. 3024785 at the Lake County Recorder's Office ("Original Declaration").

An Amended and Restated Declaration ("Declaration") was adopted pursuant to Section 1-60 of the Illinois Common Interest Community Association Act (the "Act") and Section 18.5 of the Illinois Condominium Property Act, and was recorded with the Lake County Recorder's Office on January 7, 2019 as document no. 7535862.

This Corrective Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Conway Farms ("Declaration") was adopted and approved pursuant to Section 1-60 of the Illinois Common Interest Community Association Act, by no less than two-thirds of the Board of Directors of the Conway Farms Homeowners' Association ("Association") for the purpose of incorporating the Amendment to the Declaration of Covenants, Conditions, and Restrictions for Conway Farms, recorded with the Lake County Recorder's Office on October 14, 2014 as document number 7139351, the substance of which was inadvertently omitted from the previously recorded Amended and Restated Declaration.

ARTICLE I

Definitions

1. "ACCEPTABLE TECHNOLOGICAL MEANS" shall include without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.
2. "ARCHITECTURAL REVIEW BOARD" or "ARB" shall mean the Board which shall be appointed by the Association's Board of Directors to approve all improvements, additions, changes and landscaping of the Lots.
3. "ARTICLES OF INCORPORATION" shall mean the Articles of Incorporation of the Association, as amended from time to time.
4. "ASSOCIATION" shall mean Conway Farms Homeowners Association, Inc., an Illinois not-for-profit corporation, and its successors or assigns.
5. "BOARD OF DIRECTORS" or "BOARD" shall mean the Board of Directors of the Association, which is the governing body of the Association.
6. "BUILDING PAD" shall mean that portion of each Lot designated on the Plat of Subdivision containing the numerical designation of such Lot and falling within the area

enclosed by a broken line appearing on the Plat of Subdivision.

7. "BY-LAWS OF THE ASSOCIATION" or the "BY-LAWS" shall mean those By-Laws of the Association which govern the administration and operation of the Association, as the same may be amended from time to time.

8. "COMMON AREAS" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon, including but not limited to, the Private Streets within the Plat of Subdivision for the Property. THE GOLF CLUB AND GOLF CLUB PROPERTY ARE NOT PART OF THE COMMON AREAS.

9. "COMMUNITY BERMS" shall mean those berms on any Lot or Common Area within the Property, which were originally installed by the developer.

10. "COMMUNITY FENCES" shall mean those fences initially installed by Developer on any Lot or Common Area within the Property.

11. "COMMUNITY LAKES" shall mean those lakes installed by the original developer on any Lot or Common Area within the Property.

12. "COMMUNITY LANDSCAPE AREAS" shall mean such portions of the Perimeter Areas of any Lot as may be identified on a separate instrument which is not practically usable by the Owner of the Lot and on which the cost of all of the maintenance, repair and replacement portions of the Perimeter Landscaping within such area is to be born by the Association.

13. "COMMUNITY LANDSCAPING" shall mean the Perimeter Landscaping installed by the original developer on "Community Landscape Areas" pursuant to the terms of the Declaration or landscaping installed by the original developer on any Community Berm.

14. "COMMUNITY INSTRUMENTS" means all documents and authorized amendments thereto recorded, including, but not limited to, the Declaration, By-Laws, plat of survey, and rules and regulations.

15. "CONWAY FARMS DRIVE ENTRANCE TREATMENT" shall mean any improvements, including, but not limited to, landscaping, lakes, ponds, entrance signs, walls, monuments, or lights (but excluding base course, pavement, curb treatment or other street improvements) installed in the following areas:

- (i) the area of the intersection of the public street known as "Conway Farms Drive" and State Route 60,
- (ii) the five (5) foot strip of land located to the west of and contiguous to the right-of-way of the public street known as "Conway Farms Drive" and north of Conway Farms Phase 1 A, being the real estate described on

Exhibit A attached hereto, and

- (iii) the area of the intersection of the public street known as "Conway Farms Drive" and Everett Road.

16. "CONWAY FARMS DRIVE LANDSCAPING" shall mean any landscaping installed within the right of way of the public street known as "Conway Farms Drive" and designated as such in any Plat of Subdivision or any Plat of Dedication recorded against the Property or any real estate north thereof.

17. "DECLARATION OF RECIPROCAL EASEMENTS" shall mean that certain Declaration recorded against the Property and the Golf Club Property for purposes of creating certain rights and easements between the parcels, more specifically described therein, as amended from time to time.

18. "DESIGNATED WALKWAYS" shall mean walkways for pedestrian use within any Perimeter Area of any Lot.

17. "DEVELOPMENT" shall mean the Property and all improvements located or constructed thereon. THE GOLF CLUB AND THE GOLF CLUB PROPERTY ARE NOT PART OF THE RECREATIONAL FACILITIES.

18. "DRIVEWAYS" shall mean those driveways installed on any Lot within the Property, between a public street or Private Street and a garage constructed or to be constructed on any Lot.

19. "ELECTRONIC TRANSMISSIONS" shall mean any form of communication, not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient through an automated process.

20. "GOLF CLUB" shall mean any improvements on the Golf Club Property including, but not limited to, the eighteen hole golf course, golf practice area, clubhouse, pro shops, food and beverage facilities, and any other facilities.

21. "GOLF CLUB PROPERTY" shall mean that real estate on which the Golf Club is to be located, such real estate being adjacent to the Property.

22. "LOT" shall mean any plot of land designated upon any Plat of Subdivision which is designed and intended for use as a residence.

23. "MEMBER" shall mean every person who holds membership in the Association, including any beneficiary of a trust holding legal title to any Lot.

24. "OWNER" shall mean one or more Persons who owns fee simple title to any Lot.

25. "PERIMETER AREAS" shall mean those portions of each Lot designated on a

Plat of Subdivision falling outside of the Building Pad for such Lot.

26. "PERIMETER LANDSCAPING" shall mean those trees and shrubs installed on the Perimeter Areas of any Lot prior to the construction of a residence on such Lot.

27. "PERSON" shall mean a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

28. "PLAT OF SUBDIVISION" shall mean a plat of the Property, or any part thereof, subdividing or resubdividing the same into Lots, and recorded with the Recorder of Deeds of Lake County, Illinois.

29. "PRESCRIBED DELIVERY METHOD" shall mean mailing, delivering, posting in an Association publication that is routinely mailed to all members, electronic transmission, or any other delivery method that is approved in writing by the member and authorized by the Community Instruments.

30. "PRIVATE STREET" shall mean any street, including base course, pavement, and curb treatment installed on Common Area within the Property.

31. "PRIVATE STREETLIGHTS" shall mean any streetlights installed on any Lot within the Property, adjacent to a Private Street.

32. "PROPERTY" shall mean and refer to those parcels of land described on Exhibit A, together with all improvements thereon.

33. "RECREATIONAL FACILITIES" shall mean any parcels of land owned by the Association within the Property and any improvements constructed thereon with facilities to be utilized for recreational purposes, including, but not limited to outdoor pools and two (2) or more tennis courts. THE GOLF CLUB AND THE GOLF CLUB PROPERTY SHALL NOT BE PART OF THE RECREATIONAL FACILITIES.

ARTICLE II

Additional Developments

1. Neighborhoods and Sub-Associations. The Association is comprised of eight "Neighborhoods," three of which are "sub-associations" subject to a separate declaration of covenants and restrictions. The Neighborhoods are: Broadlands Lane, The Hamlets, Meadows, Highlands Lane, Stablewood Lane, the Commons at Conway Farms Homeowners Association, the Greenway Homeowners Association, and the Courts at Conway Farms Homeowners Association. The three sub-associations, the Commons at Conway Farms Homeowners Association, and the Greenway Homeowners Association, and the Courts at Conway Farms Homeowners Association are limited to the Owners of Lots within such portion or portions of the Property developed as separate sub-associations, in order to promote their health, safety and welfare, as well as to provide for certain additional maintenance of Lots and/or Common Areas

owned by such Owners and/or such sub-associations, beyond that provided by the Association or to provide services to such Owners beyond those provided by the Association; provided that such Owners shall also be Members of the Association and such Lots shall continue to be subject to the terms of this Declaration. Such additional maintenance or services may include general upkeep and repair of the exterior of such Owners' residences. Each such area so designated shall be known as a sub-association and has been subjected to a declaration which imposes covenants and restrictions which are in addition to those imposed hereby, and any sub-association established thereunder may levy additional assessments and make and enforce additional covenants, restrictions, rules and regulations, to the extent provided in such sub-association's declaration.

Whenever a Neighborhood proposed to be subjected to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration is also subjected to a sub-association's declaration which imposes upon the sub-association created thereunder the obligation to own or maintain portions of such sub-association that would otherwise be the responsibility of this Association under this Declaration, the Association may also provide for the following:

(a) release of the Association from its obligations under this Declaration to own or maintain any specified portions of the sub-association which would otherwise be the responsibility of the Association hereunder;

(b) reduction or elimination of the annual assessments, special assessments or landscaping assessments to be paid by the Owners of Lots within such sub-associations, in amounts determined by the Association to be fair and equitable, and adjustment of the commencement date for annual assessments within such sub-association, taking into consideration the obligations from which the Lots within such sub-association are released;

(c) authorization of the sub-association to collect the annual assessments and special assessments due under this Declaration, from the Owners of the Lots within such sub-associations, but reserving in the Association the right to collect such assessments directly and to exercise all powers in connection with such assessments; and

(d) reduction, to a fraction of 1, the vote that may be cast by the Owners of any Lots in the sub-association for which annual assessments or landscaping assessments are reduced or eliminated.

2. Golf Club. The Golf Club shall be separate and distinct from the Development, shall be owned and operated independent of this Declaration and the Association, and shall be governed by its own rules, regulations, and requirements. The Golf Club and the Golf Club Property shall not be part of the Property or the Additional Land. THE GOLF CLUB IS NOT SUBJECT TO THE TERMS OF THIS DECLARATION. THE GOLF COURSE IS NOT PART OF THE COMMON AREAS NOR IS IT TO BE GOVERNED BY THE PROVISIONS OF THIS DECLARATION EXCEPT FOR THE RIGHTS GRANTED TO THE GOLF CLUB AND THE GOLF CLUB PROPERTY BY THE DECLARATION OF RECIPROCAL EASEMENTS. NO OWNER NOR THE ASSOCIATION SHALL HAVE ANY RIGHTS IN AND TO, OR

ANY OBLIGATIONS WITH RESPECT TO THE GOLF CLUB BY VIRTUE OF THIS DECLARATION OR BY VIRTUE OF OWNERSHIP OF ANY LOT. THE GOLF CLUB IS PROVIDED SOLELY FOR THE MEMBERS OF THE GOLF CLUB AND OWNERSHIP OF ANY PORTION OF THE PROPERTY ON ANY LOT SHALL NOT ENTITLE SUCH OWNER TO ANY RIGHTS IN OR TO THE USE OF THE GOLF CLUB OR THE GOLF CLUB PROPERTY.

3. The Courts. With respect to the Courts of Conway Farms, the Association on a non-exclusive basis maintains the following rights, exercisable at any time with respect to the Property and also with respect to the Courts, except as expressly limited hereby:

(a) A non-exclusive easement to enter upon any Lot or Common Areas within the Courts to the extent reasonably necessary to exercise any right or responsibility of the Association which may be specifically assigned hereunder;

(b) The non-exclusive right to grant utility easements over, above and across the Common Areas and Perimeter Areas within the Courts and to exercise any easements created by the Plat of Subdivision for the Courts;

(c) The non-exclusive right to enforce any of the covenants and restrictions, contained in the Declaration with respect to any Lot Owner within the Courts;

(d) The right to install and the non-exclusive right to maintain Perimeter Landscaping on the Lots within the Courts, as set forth herein;

(e) No residence or other improvement or landscaping may be constructed on any Lot within the Courts unless the building plans, specifications and plot plans therefore have been approved by the ARB, as provided herein;

(f) The Courts shall have the right to grant utility easements over, above, under and across the Common Areas within the Courts and the Perimeter Areas within the Courts, to the same extent as the Association may do so as provided herein; and

(g) The Private Streets in the Courts shall not be owned by the Association, but shall be owned by the sub-association established for the Courts. However, the Association shall maintain, repair and replace the Private Streets in the Courts (except for the cul de sac landscaping) and shall snowplow the Private Streets, Driveways and private walks in the Courts, in the same manner as provided herein.

ARTICLE III

Membership in the Association

1. Membership. Every Person who is a record owner of a fee interest in any Lot which is subject to this Declaration, including contract sellers, shall be a Member of the Association and each purchaser of any Lot by acceptance of a deed therefore covenants and

agrees to be a Member of the Association whether or not it shall be so expressed in any deed or other conveyance. Persons who hold an interest merely as security for the performance of an obligation shall not be deemed Members. For each Lot owned, the Owner thereof shall be entitled to one (1) membership. Ownership of such Lot shall be the sole qualification for membership.

2. Transfer. Membership held by any Owner of a Lot is an appurtenance to such Lot and shall not be transferred, alienated, or pledged in any way, except upon the sale of such Lot, and then only to the purchaser of such Lot. Any attempt to make a transfer except by the sale of a Lot is void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Lot for the transfer to be effective, and the same shall automatically pass with title to the Lot.

3. Classes. The Association shall have one class of voting membership:

The members shall be all Owners. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one Person holds such interest in any Lot, all such Persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one of the multiple Owners is present at a meeting of the membership, he or she is entitled to cast the vote associated with that Lot.

ARTICLE IV

Common Area Property Rights

1. Easements of Use and Enjoyment. Every Owner shall have a right and easement for ingress and egress on, over and across the Common Areas and for use and enjoyment in and to the Common Areas and such easements shall be appurtenant to and shall pass with the Lot. Said right and easements shall be subject to the following provisions:

(a) The right of the Association through its Board of Directors to establish rules and regulations pertaining to the use, operation and maintenance of the Common Areas;

(b) The right of the Association, in accordance with the Articles of Incorporation and By-Laws, to borrow money for the purposes of improving or reconstructing the Common Areas and in aid thereof to mortgage said Common Areas, or a portion thereof;

(c) The right of the Association through its Board of Directors to declare or grant easements and licenses and to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or public or private utility; and

(d) The right of the Association to charge user fees or membership fees, or to require other special payment with respect to any Recreational Facilities which may become part of the Common Areas.

2. Declaration of Use. Any Owner may delegate in accordance with the By-Laws, such Owner's right of enjoyment to the Common Areas to such Owner's family, or occupants of its Lot.

3. Waiver of Use. No Owner may become exempt from personal liability for assessments duly levied by the Association nor release the Lot owned by such Owner from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of such Lot.

4. Title to the Common Areas. The Association has fee simple title to the Common Areas to the Association subject to:

- (a) The terms of this Declaration;
- (b) Public zoning ordinances;
- (c) Current real estate taxes;
- (d) Utility and public easements granted for sewer, water, gas, electricity, telephone, cable and any other utilities; and

ARTICLE V

Easements

1. Access to Lots and Common Areas. The Association and their respective agents, employees and independent contractors shall have, and there is hereby declared, an easement to enter upon any Lot or Common Area to the extent reasonably necessary to exercise any right or responsibility of the Association as set forth in this Declaration, as to the Lot or the Common Areas including, but not limited to, the maintenance, repair or replacement of any landscaping, Community Berms, Community Fences, Community Lakes, Private Streetlights, Designated Walkways, or other improvements located on the Lot.

2. Utility Easements. The Association shall have the right (i) to create, declare and grant over, above, under and across the Common Areas and Perimeter Areas nonexclusive perpetual utility easements for the installation, construction, improvement or removal or reconstruction, replacement, substitution, and maintenance of sewer (storm and sanitary), water, gas, electricity, cable, master television antenna and transmission systems, security systems, telephone systems and any other easements as may be necessary to develop, service and maintain the Property and the Development, aforesaid easements to include reasonable rights of ingress and egress, and (ii) to exercise any easements created by any Plat of Subdivision or other instruments;

3. Designated Walkways. There are portions of the Perimeter Area of that Lot, upon which a Designated Walkway may be installed and used. Every Owner or occupant of its Lot and their guests and invitees shall have the easement and right to use any Designated Walkway

for pedestrian traffic purposes, subject, however, to any rules and regulations established by the Association pertaining to the use of Designated Walkways.

4. Community Fences. There has been installed Community Fences on the Perimeter Area of such Lot or on the Common Areas. The Association shall have an easement to enter any lot to maintain such fences.

5. Perimeter Landscaping. The Association has an easement and right to come into any Lots within the Property to install and to maintain any Perimeter Landscaping on the Perimeter Area of such Lot.

6. Easements Over Driveways. Wherever a Driveway shall be designed and installed to serve more than one Lot, the Owners and occupants of each of the Lots and their guests and invitees shall have a non-exclusive easement for ingress and egress over those portions of the Driveway necessary for vehicular and pedestrian access from the garage constructed on their Lot to a Private Street or a dedicated right of way, subject, however, to rules and regulations established by the Association pertaining to the use of the Driveways.

7. Easement for Private Street Encroachment. Wherever a Private Street encroaches over the lot line of a Lot by not more than 1-1/2 feet, the Association, the Owners and occupants of each of the Lots, and their guests and invitees shall have and there is hereby declared and reserved, a non-exclusive easement for use of such portion of the Private Street that encroaches on the Lot. Furthermore, the Association shall have an easement for maintenance, repair and replacement of such portion of the Private Street.

8. Exercise of Easement Not a Trespass. The exercise of any easement described in this Article V shall not be a trespass.

ARTICLE VI

Use Restrictions

1. Establishment of Restrictions. No Owner shall cause, permit or allow any of the following uses or acts on such Owner's Lot.

(a) Construction or installation of any structure on a Perimeter Area of a Lot other than: (i) a fence, swimming pool or tennis court approved by the ARB as provided herein; or (ii) swingsets or other playground equipment approved by the ARB, as provided herein;

(b) Anything which will result in injury or damage to any trees or other planted materials in the Development;

(c) Anything which will increase the rate charged for or cause the cancellation of any insurance maintained by the Association or which would violate any law;

(d) The raising, breeding or maintaining of any livestock or poultry except for

animals commonly accepted as ordinary housepets (but not for commercial purposes) provided such housepets do not in the view of the Association create a nuisance, and provided further that the use and maintenance of such housepets may be regulated by the Board;

(e) The display in the public view of any signs or billboards without the prior written consent of the Board.

(f) Any activity which in the view of the Board may be or become an annoyance or nuisance to other Owners;

(g) The hanging out to dry of any laundry, bedding or similar items;

(h) The storage of waste and garbage except in covered sanitary containers shielded from the public view and the view of neighboring Owners;

(i) The maintenance, keeping or storage of any truck, van, trailer, recreational vehicle or water-borne craft unless enclosed within the garage.

(j) The existence of any above-ground utilities or radio, television or cable receivers, antennae, satellite dishes or transmitters, except for antennas or satellite dishes, if any, of a size and location which may be specified from time to time in the Guidelines adopted by the ARB;

(k) Any boating, swimming, fishing or other disturbance of the Community Lakes;

(l) The placement of any obstruction, diversion, bridging or confining of the existing channels through which surface water in time of storm naturally flows across any Lot, in such a manner as to cause damage to other property; or

(m) The removal, modification, alteration or disturbance of the Perimeter Landscaping, or any Community Berm or Community Fence located on the Lot.

2. Fence Limitations. Fences shall in all instances require prior approval from the ARB in the manner provided in Article IX of this Declaration.

3. Swimming Pool Limitations. Swimming pools:

(a) may not be installed on Lots of less than 60,000 square feet,

(b) may be outdoor pools or indoor pools, provided any indoor pool, (i) must be physically attached to and incorporated into the architectural design of the home constructed on the Lot, and (ii) may not be constructed on Lots of less than 60,000 square feet. The screening of an outdoor pool shall not make it an indoor pool,

(c) may not have any portion of its structure, including pool decks, closer than 25 feet from a lot line of the Lot, and

(d) shall in all instances require prior approval from the ARB.

4. Tennis Court Limitations. Tennis courts:

(a) may not be installed on lots of less than 60,000 square feet,

(b) may not be lighted, and

(c) shall in all instances require prior approval of the ARB.

5. Swingsets and Other Playground Equipment:

(a) may be installed in the Building Pad or the Perimeter Area; and

(b) shall in all instances require prior approval of the ARB.

6. Solar Energy Systems

(a) "Solar Energy System" means:

(i) a complete assembly, structure, or design of solar collector, or a solar storage mechanism, which uses solar energy for generating electricity or for heating or cooling gases, solids, liquids, or other materials; and

(ii) the design, materials, or elements of a system and its maintenance, operation, and labor components, and the necessary components, if any, of supplemental conventional energy systems designed or constructed to interface with a solar energy system.

(b) In accordance with the Homeowners' Energy Policy Statement Act (765 ILCS 165/) and the Rules and Regulations of the Association, Solar Energy Systems may only be installed on buildings within an Owner's Lot that are thirty (30) feet or less in height, and further subject to the Association's Rules. Solar Energy Systems shall not be installed: (i) on buildings within an Owner's Lot that are greater than thirty (30) feet in height, (ii) on the ground of an Owner's Lot, or (iii) on any buildings or land within the Common Area without the prior written consent of the Board.

In addition, the Board of Directors, at its discretion, shall determine the specific location where solar energy systems may be installed on the roof within an orientation to the south or within 45 degrees east or west of due south provided that the determination does not impair the effective operation of the solar energy system.

7. Enforcement of Use Restrictions. The use restrictions set forth in this Article VI shall be enforceable by the Association in the manner provided in Article VIII hereof, including the right to recover costs and attorneys' fees incurred in enforcement.

ARTICLE VII

Covenant for Assessments

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore or possession thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to personally and individually covenant and agree to pay to the Association;

- (a) annual assessments,
- (b) special assessments,
- (c) landscaping assessments to be levied against a particular Owner,
- (d) individual assessments levied against a particular Owner, and

(e) fines duly levied by the Board of the Association against a particular Owner, after notice and an opportunity to be heard.

Such assessments and fines shall be fixed, established and collected from time to time as hereinafter provided and as provided by the rules and regulations of the Association. The assessments and fines, together with interest thereon, attorneys' fees and costs of collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or fine is made. Each such assessment or fine, together with such interest, costs and attorneys' fees shall also be the personal obligation of the Person who is the Owner of such Lot at the time when the assessment or fine falls due. The personal obligation shall pass to successors in title accepting a deed to or assignment of beneficial interest in any trust holding title to said Lot.

2. Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and enjoyment of its Members, and in this connection, but without limitation,

(a) for expenses of the ARB, to the extent the same are not defrayed by fees collected by the ARB,

(b) maintenance, repair, replacement and improvement of the Common Areas, the Private Streets, the Private Streetlights, the Community Berms, the Community Fences, the Community Lakes, the Community Landscaping, the Designated Walkways, the Conway Farms Drive Landscaping, and the Conway Farms Drive Entrance Treatment,

(c) to the extent the same becomes the responsibility of the Association, the maintenance, repair, improvement and replacement of the Recreational Facilities and the facilities located thereon, as provided herein,

- (d) payment of premiums for the insurance which is the obligation of the Association,
- (e) payment of taxes which are the obligation of the Association, and
- (f) for the providing of funds for the Association to carry on its duties set forth herein or in the Articles of Incorporation or By-Laws.

3. Calculation of Annual Assessments. Each Member shall receive through a prescribed delivery method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. The Board of Directors shall fix the annual assessment for each Lot for each annual assessment period at least thirty (30) days prior to the commencement of each annual assessment period. The annual assessment shall be uniform in amount for all Lots which are subject thereto. Written notice of the annual assessment shall be delivered or mailed to each Owner showing the amounts and due dates for such assessment. Failure of the Board to fix the annual assessment within the time and as provided herein shall not relieve any Owner of its obligation to pay the annual assessment when the assessment is made. The Association shall maintain a roster of current assessments of all Lots in its offices and make such roster available for inspection by any Owner.

4. Reasonable Reserves. The Association shall establish and maintain from annual assessments, reasonable reserves for the costs of the obligations of the Association hereunder.

5. Special Assessments. In addition to the annual assessments as authorized above, the Board may levy in any assessment year, special assessments for the purpose of defraying in full or in part any expense not anticipated or provided for in setting the annual assessment for the year in which the expense occurs or prior years, or for the purpose of providing funds to the Association to carry on any of its duties set forth in this Declaration or in its Articles of Incorporation or By-Laws.

(a) Provided however, if an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(b) Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total Members at a meeting called for that purpose.

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

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

6. Landscaping Assessments. The Board of Directors shall estimate for an annual assessment period, for each Lot for which the Association provides grass cutting and maintenance of landscaping pursuant to Article X, Section 2 hereof, at least thirty (30) days prior to the commencement of each annual assessment period, the cost to be incurred by the Association for the grass cutting and the maintenance of the landscaping by the Association on each such Lot (except for any Community Landscaping located on the Lot) for the annual assessment period. Written notice of such estimate shall be delivered by a prescribed delivery method to each Owner showing the amounts and due dates for the landscaping assessment when the assessment is made. Failure of the Board to fix the landscaping assessment within the time and as provided herein shall not relieve any Owner of its obligation to pay the landscaping assessment. The landscaping assessment need not be uniform as to all Lots for which the Association provides landscaping and maintenance, and may take into consideration differences in the costs expected to be incurred by the Association in the grass cutting, and in the maintenance and repair of the landscaping on each such Lot. At any time, the Association may adjust the landscaping assessment on any Lot to conform more closely to the actual costs incurred by the Association in the grass cutting and the maintenance and repair of the landscaping on a particular Lot, and the Owner shall pay or be credited the difference, as the case may be, upon notice from the Association. The landscaping assessment shall not be used for the replacement of any landscaping. The cost of grass cutting and the maintenance and repair of any Community Landscaping on a Lot shall be paid for by the Association and shall not be included in the landscaping assessment. Furthermore, at any time, the Association may adjust the landscaping assessment on any Lot to conform with actions taken by the Board pursuant to ARTICLE X.

7. Individual Assessment. The individual assessments levied by the Association shall be for such purposes and in such amounts as are provided or authorized in this Declaration. The Association's cost of replacing any landscaping, including, but not limited to, the trees, shrubs and grass, on any Lot shall be borne by the Owner of such Lot and shall constitute an individual assessment to be levied by the Association. If any assessment is made to defray an expense resulting from the failure or refusal of an Owner to fulfill its obligations under this Declaration (including, by way of example the failure to adequately water landscaping on such Owner's Lot) such shall constitute an individual assessment to be levied only against such Owner.

8. Periodic Collections. Annual assessments shall be collected on a monthly basis or a quarterly basis, as determined by the Board.

For purposes hereof, the establishment of reserves pursuant hereto does not constitute the payment or incurring of costs by the Association and the deficiency contribution shall not be required to be applied to the establishment of reserves.

9. Certificate of Payment. The Association shall, upon reasonable written request, furnish to any Owner liable for said assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Said certificates shall be conclusive evidence that any assessment therein stated to have been paid has in fact been paid.

ARTICLE VIII

Effect of Nonpayment of Assessments, Remedies of Association

1. Delinquency. Any assessment provided for in this Declaration which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association shall require the Owner to pay a "late charge" in a sum to be determined from time to time by the Board of Directors and applied uniformly. In addition, if any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the original due date at the highest rate then permitted by Illinois law, and the Association may, at its option, bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing such action and attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest together with the costs of bringing the action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner for the collection of such delinquent assessments.

(a) In addition to the rights and remedies set forth herein, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after notice to said Owner by the Board, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare said default a Forcible Detainer of the Assessment Parcel and shall have the right, on behalf of the other Owners, to enter and take possession of the Unit from said defaulting Owner, to put out the Owner, or any Occupant claiming by, through or under the Owner, using such reasonable force as the Board shall deem necessary under circumstances and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer Act, Illinois Code of Civil Procedure, 735 ILCS 5/9-101, *et. seq.*

2. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or trust deed. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE IX

Architectural Review Board

1. Approval Required. No residence, structure, driveway, fence, patio or other improvement nor any landscaping or plant materials, shall be erected, placed, modified or altered on any Lot within the Property unless the building plans, specifications and plot plan showing the location and proposed erection, placement, modification or alteration of any such residence, structure, driveway, fence, patio or other improvement or any landscaping or plant materials have been approved in writing by the Architectural Review Board. It shall be a requirement that any building plan submitted for approval by the ARB for construction of a residence contain and designate a driveway.

2. Role of the ARB. The ARB is fully authorized, in its sole discretion, to accept or reject applications for approval in total or to require certain specific revisions. The decisions of the ARB shall be final and non-appealable. Every Owner, by acceptance of a deed or other conveyance for itself, its successors, assigns, agents and employees hereby expressly waives any claim against the ARB, the Board of Directors, or the Association, or their respective members, relating to or arising out of any action or inaction on the part of the ARB, including, but not limited to, any claim such Owner may have by reason of any changes which may be made in the Guidelines (as hereinafter defined) or the rules or regulations (hereinafter referred to) subsequent to the date the ARB has acted on the application of an Owner, which might have changed the nature or content of the Owner's application or which might have had the effect of a differing result on the Owner's application, had action not taken place until after the occurrence of the change in the Guidelines or in the rules and regulations.

3. Membership and Appointment of the ARB. The ARB shall be a committee of the Association composed of between four (4) and eight (8) persons as determined by the Board of Directors. The ARB shall be appointed and replaced by the Board of Directors and the Board of Directors shall have absolute authority to remove any person on the ARB with or without cause. There shall always be one (1) member of the ARB who is a member of the Conway Farms Golf Club (the "Golf Club ARB Member"). Such person shall serve for a period of one (1) year after appointment, but may be re-appointed by the Board of Directors from time to time if the Board so chooses. When a vacancy in the position of Golf Club ARB Member occurs, Conway Farms Golf Club shall provide a list of three prospective appointees who are members of the Conway Farms Golf Club for the position of Golf Club ARB Member and the Board of Directors shall appoint one person from such list. Nothing contained herein shall preclude an individual who is a member of the Conway Farms Golf Club from being approved as a regular ARB member, so long as it is specified in his or her appointment that he or she is not being appointed as the Golf Club ARB Member. The Golf Club ARB Member shall only have authority to participate and vote on applications for buildings, other improvements and landscaping on lots abutting the Golf Course ("Golf Course Lots") and shall have no authority to participate and vote on other matters before the ARB. The ARB shall not take any action with respect to "Golf Course Lots" without participation by the Golf Club ARB Member or such substitute as may be appointed by the Conway Farms Golf Club to participate in his stead; provided, however, the ARB shall not be

precluded from taking action at any regularly scheduled meeting if the Golf Club ARB Member or the substitute is not present.

4. Architectural, Building and Landscaping Guidelines. The Board and the ARB shall promulgate and publish architectural, building and landscaping guidelines and amendments thereto governing all improvements and landscaping of the lots and the Development (the "Guidelines"). The Guidelines may be amended or revised from time to time, by the Board and the ARB, jointly. The Guidelines shall be available for review at all reasonable times at the offices of the Association and copies thereof shall be delivered to any Owners upon request. The Board and the ARB may also jointly adopt rules and regulations controlling the procedures, timing, documents and fees for applications for approval from the ARB, which rules and regulations may or may not be embodied in the Guidelines. The ARB may charge any Owner such fees as are necessary and reasonable (i) to cover the cost of processing such Owner's application for approval, (ii) to cover the costs of any consultants engaged by the ARB or technical costs incurred by the ARB in acting on any application, and (iii) to compensate persons serving on the ARB for their time expended on the application, at such rates as may be determined by the Board from time to time. Such fees shall constitute an individual assessment, recoverable as specified herein.

5. Construction Conditions. Nothing contained herein shall eliminate or alter any Owner's responsibility to comply in all respects with the ordinances, rules and regulations of the City of Lake Forest relating to zoning, building or construction, or any Rules established by the Board and ARB governing construction on the Lots and the Development, including, but not limited to, the means of transporting and storing materials to and on any site, and the timing of construction and access to the site.

6. Completion of Construction. Any construction approved by the ARB shall be commenced on or about the date specified by the ARB in approving such construction, and shall be completed in strict accordance with the conditions of the approval given by the ARB not later than eight (8) months after construction has commenced, subject, however, to delays which may result from labor disputes, strikes, material shortages, weather conditions, governmental intervention, natural catastrophes or other causes beyond the reasonable control of the Owner or its contractors, agents or employees, provided that for any such cause to constitute a cause which would justify a delay hereunder:

- (a) the Owner must notify the Board of Directors of the Association in writing of the nature of the cause and the date of the onset of the delay,
- (b) the Board must agree in writing that the cause justifies a delay hereunder, and
- (c) the Owner must notify the Board in writing of the date when the delay ceases.

7. Enforcement. By acceptance of any deed or other conveyance for a Lot each Owner for itself, its successors and assigns acknowledges and agrees that failure to comply with the terms of this Article, the Guidelines and the rules and regulations of the ARB or the terms of any approval given by the ARB could significantly alter the quality and character of the

Development and, accordingly, the ARB shall be entitled to (i) levy fines in such amounts as are set forth in the Guidelines or the rules and regulations, (which shall constitute individual assessments) which fines may be designed as deterrents and penalties; or (ii) seek injunctive relief against any Owner who attempts to construct or constructs any improvements or landscaping on any Lot without the requisite ARB approval or in non-compliance with the approval given by the ARB (including relief in the form of an order requiring the dismantling and removal of such non-complying improvements or landscaping or requiring the Owner to bring the same into compliance) and each Owner acknowledges that injunctive relief is both necessary and appropriate for violations of this Article as the ARB, the Association would have no adequate remedies at law. All costs of enforcement of this Article, including attorneys' fees shall be the responsibility of such Owner and shall be an assessment against such Owner's Lot.

ARTICLE X

Duties and Powers of the Association

1. General. The Association shall have the power and duty to:
 - (a) pay any real property taxes and other charges assessed against the Common Areas;
 - (b) grant easements where necessary for public utilities over the Common Areas and the Perimeter Areas (and a power of attorney, coupled with an interest, is granted to the Association to grant easements on Common Areas and the Perimeter Areas, and acceptance of a deed or other instrument of conveyance shall grant, acknowledge and consent to this power of attorney);
 - (c) take such action as shall be necessary to comply with the terms of the Declaration of Reciprocal Easements;
 - (d) adopt reasonable rules and regulations controlling and limiting the use of the Common Areas, the Designated Walkways, Recreational Facilities and the Development;
 - (e) maintain such policies of insurance as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members, officers and directors;
 - (f) after notice and an opportunity to be heard, to levy and collect reasonable fines from Unit Owners for violations of the community instruments and rules and regulations;
 - (g) provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year, and (i) make available for review to all Members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of

the financial status of all fund accounts within the Association; and

(h) take such actions that it is authorized or directed to take under this Declaration, the Illinois Common Interest Community Association Act, or the Not-For-Profit Corporation Act of the State of Illinois.

The Association may employ a manager or other persons and contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any part of the duties and powers of the Association, if deemed necessary by the Board, provided such contract does not provide for compensation above a level which is normal and customary within the industry; and establish such reserves as may be required hereunder or as the Board of Directors shall from time to time deem necessary to fulfill and further the purposes of the Association. The Association may acquire land for use as open space or Recreational Facilities and own and operate any improvements constructed on the Recreational Facilities.

2. Maintenance. The Association shall maintain, repair and replace:

- (a) the Common Areas,
- (b) the Private Streets,
- (c) the Private Streetlights,
- (d) the Designated Walkways,
- (e) the Community Berms,
- (f) the Community Fences,
- (g) the Community Lakes,
- (h) the Conway Farms Drive Landscaping,
- (i) the Conway Farms Drive Entrance Treatment, and
- (j) the Recreational Facilities.

Furthermore, the Association shall snowplow the Private Streets and the Driveways on residences to the extent deemed by the Board to be beneficial and convenient.

In addition to the foregoing, the Association shall maintain and repair all landscaping on the Lots, including grass cutting (except that the Association shall not be required to (a) water the landscaping or (b) maintain any flower or vegetable gardens on a Lot where the Owner has advised the Board in writing that the Owner wishes to maintain such flower or vegetable garden at the Owner's own cost and expense); provided, however, that the Association may specify Lots exceeding such size as may be established by the Board from time to time or located in such area

as may be established by the Board from time to time, for which the Association shall not provide grass cutting and landscape maintenance (except for Community Landscaping), and shall notify the Owners of such Lots. In such instance, the Owners of such Lots shall have the obligation to cut the grass and to maintain and repair the landscaping (except for Community Landscaping) in accordance with standards adopted by the Board pursuant to Section 4 hereof. Notwithstanding the foregoing, any Owner may notify the Association in writing that he intends to perform the grass cutting and landscape maintenance (except for Community Landscaping) on his Lot through a landscaping contractor that has been approved by the Board of Directors of the Association (the "Approved Landscape Contractor"). In such event, the grass cutting and landscape maintenance (except for the Community Landscaping) on the Owner's Lot shall be performed by an Approved Landscape Contractor and not by the Association, and there shall be no landscaping assessments charged against the Lot, except for those attributable to costs already incurred by the Association and costs attributable to Community Landscaping and except as hereinafter provided. Each Owner who gives the Association the written notice described herein shall have the obligation to cause the grass cutting and landscape maintenance (except for Community Landscaping) on his Lot to be performed by an Approved Landscape Contractor in accordance with the standards adopted by the Board of the Association. In the event any Owner who has given the written notice described herein shall fail to provide such grass cutting and landscape maintenance in conformity with the standards adopted by the Board from time to time, the Association may (but shall not be required to) perform the same and shall be entitled to reimbursement in full from the Owner for the cost of every kind incurred by the Association in connection therewith, which shall constitute an individual assessment against such Owner and the Lot, shall become a personal obligation of the Owner and shall be a continuing lien on the Lot recoverable with interest, cost and attorneys' fees.

3. Lots. The Association shall have no obligation to maintain or repair the Lots, or any improvements thereon, other than maintenance, repair and replacement of the Community Berms, the Community Fences, the Community Lakes, the Designated Walkways, the Private Streetlights, the landscaping on the Lots and the snowplowing of Driveways on Lots, all as provided in Section 2, above.

4. Owner's Obligations.

(i) Each Owner shall be solely responsible for all general maintenance and upkeep of the structures on its Lot, including sprinkler systems, and for the watering of all landscaping on the Lot.

(ii) As soon as weather conditions permit after the closing of the purchase by an Owner of any Lot on which a residence is not constructed, the Owner shall seed or sod the Lot in its entirety and shall establish grass base in order to give the Lot a finished look pending the commencement of construction of a residence thereon.

(iii) Each Owner shall be required to pay for the replacement of all landscaping on its Lot which becomes unsightly (as determined by the Association) is diseased or dies, except for Community Landscaping, which shall be replaced by, and at the cost of, the Association.

(iv) Each Owner may have been required to install, at the time of construction of a residence on its Lot, an underground sprinkler system of such make and design as may be approved by the ARB.

(v) Each Owner of a Lot designated by the Board for which grass cutting and landscaping maintenance and repair is not to be provided by the Association, shall cut the grass and maintain and repair the landscaping on his Lot in conformity with such standards as may be adopted by the Board from time to time in connection therewith.

(vi) General maintenance of a Lot performed by an Owner shall be done on a first class basis. In the event an Owner shall fail to effect promptly the initial establishment of grass on the Lot, or perform any maintenance (including any required grass cutting or landscaping) repairs, replacement or watering, the Association may (but shall not be required to) effect the establishment grass or perform any such maintenance, repairs, replacement, or watering and the Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in connection therewith, including the right to any insurance proceeds available to the Owner. In connection therewith, the Association shall have an easement for access to the control system of any underground sprinkler system on the Lot, for watering purposes.

(vii) Subject to the rights of a holder of a mortgage or a trust deed on any Lot, if any, in the event of loss, resulting from damage or destruction to the structure, improvements or landscaping on any Lot, all insurance proceeds recovered by any Owner shall be applied to effect such repairs and replacements.

(viii) In the event the Owner shall fail to effect the establishment of grass on the Lot or any maintenance, repairs and replacements which are the Owner's responsibility, the expenditures incurred by the Association in doing so (including those in excess of any available insurance proceeds) shall constitute an individual assessment against the Owner and the Lot and become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and attorneys' fees as provided herein.

ARTICLE XI

City of Lake Forest, Illinois

1. City Ordinances Prevail. None of the covenants, conditions, restrictions or provisions of the Declaration are intended to supersede or prevail over the ordinances of the City of Lake Forest as they currently exist or as they may be amended from time to time, in which the Property is located, and in the event of any conflict, the applicable ordinances of the City of Lake Forest shall supersede and prevail over the covenants, conditions, restrictions and provisions of this Declaration.

2. Standards of Maintenance. The standards of maintenance of the Lots and the Common Areas and all improvements located thereon, as adopted by the Association from time to time shall be at least equal to those set forth in the ordinances of general applicability of the City in effect from time to time which govern and control the maintenance of private property.

3. City Maintenance. In the event the Common Areas, the Private Streets, the Private Streetlights, the Conway Farms Drive Landscaping, the Conway Farms Drive Entrance Treatment and the Recreational Facilities, or any improvements or landscaping thereon are not otherwise maintained by the Association, the City of Lake Forest may at its option, but with no obligation to do so, maintain said items and charge the costs thereof to the Association, and the City of Lake Forest shall have, and there is hereby declared, an easement over and upon the Common Areas to the extent reasonably necessary to exercise any right of the City of Lake Forest under this Article. If the costs remains unpaid, the same shall become a continuing lien against the Lots within the Property, until paid. However, the lien shall be subordinate to the lien of any mortgage or trust deed in the same manner provided herein with respect to assessments.

ARTICLE XII

Insurance

The Association shall obtain and maintain a policy or policies of insurance:

(a) insuring the Association, its Board, officers, the Members, and their respective agents, employees, invitees and licensees against claims for personal injury, including death and property damage, arising out of any occurrence in connection with the (i) ownership, operation or maintenance of the Common Areas and the Recreational Facilities; (ii) maintenance of the Community Lakes, Community Berms, Community Fences, Designated Walkways, landscaping on Lots, Private Streetlights, Conway Farms Drive Landscaping, or Conway Farms Drive Entrance Treatment, or (iii) snowplowing of Driveways or (iv) any act or omission of or on behalf of the Association, its Board of Directors, agents or employees,

(b) insuring the Owners of any Lots against claims for personal injury, including death and property damage arising out of any occurrence in connection with the maintenance or condition of any Community Lakes, Community Berms, Community Fences, Private Streetlights, Designated Walkways, or landscaping on their Lots, and

(c) insuring any improvements located on the Recreational Facilities against casualty loss, for the full replacement value. The Association shall also maintain insurance providing coverage for Workers' Compensation and employers liability in such form and amount as required by applicable laws and such other insurance in such limits and for such purpose as the Board may, from time to time, deem reasonable and appropriate.

(d) 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. 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.

The expense of insurance premiums paid by the Association hereunder shall be an expense of the Association to which the assessments collected by the Association from the Owners shall be applied.

ARTICLE XIII

The Conway Farms Drive Entrance Treatment and Recreational Facilities

1. Conway Farms Drive Entrance Treatment. The Association shall have the obligation to maintain, repair and replace the Conway Farms Drive Entrance Treatment and the cost thereof shall be included in the budget of the Association and be paid for out of the annual and special assessments collected by the Association.

2. Recreational Facilities. The Association shall maintain, repair and operate the Recreational Facilities. The costs of maintenance, repair, and operation of the Recreational Facilities shall be included in the budget of the Association and shall be paid for out of the annual and special assessments collected by the Association, provided, however, that nothing shall prevent or prohibit the Association from defraying all or part of its costs incurred in such maintenance, repair, or operation by the imposition of user fees, guest fees, membership fees, or the like from those persons who use the Recreational Facilities. Furthermore, the Association may, subject to obtaining any approvals which may be necessary from the City of Lake Forest, make the Recreational Facilities available for use, on a fee paying basis, by persons who are not Members of the Association, so long as use is always made available to any Member of the Association who so wishes it.

ARTICLE XIV

General Provisions

1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, fines, liens and charges now or hereafter imposed by the provisions of the Declaration and shall be entitled to costs and attorneys' fees expended in enforcing the same against any Owner, which shall constitute an individual assessment against such Owner. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Breach of any of the provisions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to said Lots, but such provisions, restrictions or covenants shall be binding and effective against any Owner of said Lots whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

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

3. Records. Any Owner or first mortgagee of any Lot shall be entitled, upon reasonable written request, to receive for inspection from the Association current copies of this Declaration, the Articles of Incorporation, the By-Laws, records and financial statements of the Association.

4. Multiple Ownership. No Lots may be sold under any time sharing, time interval, or similar right-to-use programs.

5. Notice of Sale, Lease, or Mortgage. In the event an Owner sells, mortgages, or otherwise disposes of any Lot, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, mortgagee, or transferee.

6. No Trespass. Whenever the Association and its respective successors, assigns, agents, or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, replace, preserve, or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed to be a trespass.

7. Term. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land, and shall inure to the benefit of the Association and the Owners and their respective legal representatives, heirs, successors, and assigns for a period of twenty (20) years from the date the Original Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by an instrument signed by Owners comprising not less than sixty percent (60%) of the total votes collectively held by all classes of Members within six months from such extension date.

8. Amendment. This Declaration may be amended by an instrument signed by Owners comprising not less than sixty-seven percent (67%) of the total votes collectively held by all classes of Members, which shall be executed and recorded by the President of the Board or such other officer authorized by the Association or the community instruments. Any Amendment under this Section shall be deemed effective upon recording in the Office of Recorder of Lake County, Illinois,

IN WITNESS WHEREOF, the Conway Farms Homeowners Association caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by the President and attested by the Secretary this 9TH day of SEPTEMBER, 2019.

CAROLINE H. ROZZI
PRESIDENT

SUSAN JASPER
SECRETARY

APPROVED THIS 9TH DAY OF SEPTEMBER, 2019.

CONWAY FARMS HOMEOWNERS ASSOCIATION

Caroline H. Rozzi R. Rozzi
Susan Jasper Bay Ryan
Geraldine Peterson _____

Being no less than two-thirds (2/3) of the Board of Directors for Conway Farms Homeowners Association

SECRETARY CERTIFICATION

I, SUSAN JASPER, do hereby certify that I am the duly elected and qualified secretary for the Conway Farms Homeowners Association, and as such Secretary, I am the keeper of the books and records of the Association. I further certify that the attached Corrective Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Conway Farms Homeowners Association, was duly approved by two-thirds of the Board of Managers, in accordance with the provisions of Section 1-60(c) of the Illinois Common Interest Community Association Act at a meeting held on SEPTEMBER 9, 2019.

Susan Jasper
Secretary

**AMENDED AND RESTATED
BY-LAWS
OF
CONWAY FARMS HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE 1

NAME AND LOCATION

The name of the corporation is CONWAY FARMS HOMEOWNERS ASSOCIATION, INC., an Illinois not-for-profit corporation, hereinafter referred to as the "Association." The principal office shall be located in either the County of Cook or the County of Lake. Meetings of Members and the Board may be held at such places within the State of Illinois, County of Cook or County of Lake, as may be designated by the Board of Directors.

ARTICLE 2

DEFINITIONS

Section 2.1 "Declaration" shall mean the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Conway Farms recorded with the Recorder of Deeds of Lake County, Illinois, as supplemented and amended from time to time.

Section 2.2 All other capitalized terms contained or utilized herein shall have the definitions ascribed to them in the Amended and Restated Declaration.

ARTICLE 3

MEMBERSHIP

Section 3.1 Members Shall be All Owners. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such Persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If only one of the multiple Owners is present at a meeting of the membership, he or she is entitled to cast the vote associated with that Lot.

Section 3.2 Annual Meetings. There shall be an annual meeting of the Members on the same day of the same month of each year thereafter, at the hour of 7:30 P.M., or at such other time as the Board determines would be in the best interest of the Association. Notwithstanding the foregoing, the Board may change the date of any annual meeting to any date not more than thirty (30) days prior to or after the regularly, scheduled date. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.3 Special Meetings. Special meetings of the Members may be called at any

time by the President or by a majority of the Board of Directors, or upon written request of the Members who represent twenty percent (20%) of the total votes.

Section 3.4 Notice of Meetings. Notice of any membership meeting shall be given detailing the time, place, and purpose of such meeting no less than ten (10) and no more than thirty (30) days prior to the meeting through a prescribed delivery method. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.5 Quorum. The presence at the meeting of Members entitled to cast, or proxies entitled to cast, twenty percent (20%) of the votes shall constitute a quorum for any action except as otherwise provided by law, in the Articles of Incorporation, the Declaration, or the By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called, subject to the notice requirements set forth above, and no such subsequent meeting shall be held more than sixty (60) days following, the preceding meeting.

Section 3.6 Voting Rights. At any meeting of members, a member may vote:

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

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

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

(d) by any electronic or acceptable technological means upon the adoption of rules by the Board. If such Rules are adopted, Members may not vote by proxy in Board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all Members not less than ten (10) and not more than thirty (30) days before the election meeting. The instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the Member shall state that a Member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Member.

(e) Votes cast under any paragraph of this subsection are valid for the purpose of establishing a quorum.

(f) A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(g) Upon proof of purchase, the purchaser of a Unit from a seller other than the developer pursuant to an Article of Agreement for Warranty Deed shall, during such times as he or she resides in the Unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, and shall have the right to vote for the members of the Board of the Association, and to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1 Powers. The Board shall exercise for the Association all powers, duties and authority vested in or delegated to this Association by virtue of the Amended and Restated Declaration or the Articles of Incorporation of the Association and not expressly reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Amended and Restated Declaration.

Section 4.2 Number. The affairs of this Association shall be managed by a Board of no more than eight (8) Directors. To the fullest extent possible, there shall be one (1) member of the Board from each Neighborhood in the Conway Farms Homeowners Association, as defined by Article II, Section 1 of the Declaration. In the event and for whatever reason, a Neighborhood is unwilling or unable to elect a director from that Neighborhood, that director shall be elected from any of the Neighborhoods.

Section 4.3 Term of Office. At the first annual Meeting, the members from the Hamlets, Broadlands, Stablewood and Courts of Conway Farms shall serve a two (2) year term and the members from Greenway, Commons, Meadows and Highlands shall serve a one (1) year term. Thereafter all Directors shall serve a two (2) year term.

(a) If no election is held to elect Board members within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then twenty percent (20%) of the Members may bring an action to compel compliance with the election requirements specified in the By-Laws or operating agreement. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board of Directors, the Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this provision does not apply.

Section 4.4 Candidates for the Board of Directors Shall be Selected by a Nominating Committee. The Nominating Committee shall consist of three (3) individuals who shall be appointed by the Board of Directors. All members of the Nominating Committee shall serve for one (1) year. The Nominating Committee shall select one (1) candidate from each Neighborhood to serve on the Board. The candidates chosen by the Nominating Committee will be elected to serve unless a majority of the Owners in a Neighborhood vote for another candidate

at which time the candidate chosen by the Owners shall be elected.

Section 4.5 Removal. Any Director may be removed from the Board, with or without cause, by an affirmative vote of at least two-thirds of the membership, at any special meeting called for that purpose.

Section 4.6 Vacancies in the Board. If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the membership or until Members holding twenty percent (20%) of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Members holding twenty percent (20%) of the votes of the Association requesting such a meeting.

Section 4.7 Compensation. No Director shall receive compensation for service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 4.8 Regular Meetings. Except to the extent otherwise provided by the Common Interest Community Association Act:

(a) The Board shall give the Members notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the common areas of the common interest community at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. The Board shall give Members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting, unless otherwise provided in Section 1-45(a) or any other provision of the Common Interest Community Association Act.

(b) Meetings of the Board shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) 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 Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a member's or unit owner's unpaid share of common expenses, or (vi) to consult with the association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

(c) The Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is

within the sole discretion of the Board.

Section 4.9 Special Meetings. Except as otherwise required by law, special meetings of the Board of Directors may be called by the president of the Association, or by 25% of the members of the Board.

Section 4.10 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. 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.

Section 4.11 Contracts with Board Members. The Association may not enter into a contract with a current Board Member, or with a corporation, limited liability company, or partnership in which a Board Member or a member of his or her immediate family has a twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to the membership within twenty (20) days after a decision is made to enter into the contract and the membership is afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition.

ARTICLE 5

OFFICERS AND THEIR DUTIES

Section 5.1 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. All officers must be members of the Board of Directors.

Section 5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and the first meeting of the Board following each annual meeting of the Members.

Section 5.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 5.4 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by 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 specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5 Vacancies. A vacancy in any office 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 being replaced.

Section 5.6 Multiple Offices. Any two offices, other than the office of president, may be held by the same person.

Section 5.7 Duties. The duties of the officers are as follows:

- (a) **President:** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and may sign all written instruments.
- (b) **Vice-President:** The vice-president shall act in the place and instead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required or requested by the Board.
- (c) **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 names of the Members of the Association together with their addresses and shall perform such other duties as required or requested by the Board.
- (d) **Treasurer:** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association; shall disburse such funds as directed by the Board of Directors or authorized officers; shall sign all checks and promissory notes of the Association; keep or cause to be kept proper books of the accounts; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at the annual meeting and deliver a copy of each to the Members.

ARTICLE 6

COMMITTEES

The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes.

ARTICLE 7

INDEMNIFICATION

Each Director and each officer of the Association and any employees of the Association when and as specifically authorized by the Board and any Director or officer of any other homeowners association, corporation or any corporation providing services exclusively to the Association serving as such at the request of the Association because of the Association's interest

as a member, shareholder or creditor of such corporation, shall, to the extent not protected by insurance procured by the Association, be indemnified by the Association against all expenses, as hereinafter defined, which shall necessarily or reasonably be incurred by him or her in connection with any action, suit or proceeding to which he or she is or shall be a party, or with which he or she may be threatened, by reason of being or having been a Director, officer or employee of the Association or a Director or officer of such other corporation, whether or not he or she continues to be such Director, officer or employee at the time of incurring such expenses. Expenses, as used herein, shall include, but not be limited to amounts or judgments against, or amounts paid in settlement by such Director, officer or employee, other than amounts payable or paid to the Association, but shall not include any (a) expenses incurred in connection with any matters as to which such Director, officer or employee shall be adjudged in such action, suit or proceeding, without such judgment being reversed, to be liable by reason of his or her gross negligence or willful misconduct in the performance of his or her duties, or (b) expenses incurred in connection with any matters which shall have been the subject of such action, suit or proceeding disposed of otherwise than by adjudication on the merits, unless in relation to such matters, such Director, officer or employee shall not have been liable for gross negligence or willful misconduct in the performance of his or her duties. In determining whether a Director, officer or employee was liable for gross negligence or willful misconduct in the performance of his or her duties and is for that reason not entitled to reimbursement pursuant to the foregoing provisions, the Board of Directors may conclusively rely upon an opinion of legal counsel selected by the Board of Directors. The right of indemnification hereinabove provided shall, not be deemed exclusive of any other right to which such Director, officer or employee may now or hereafter be otherwise entitled and specifically, without limiting the generality of the foregoing, shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such Director, officer or employee in any such action, suit or proceeding to have assessed or allowed in his or her favor, against the Association, or other corporation or otherwise, his or her costs; and expenses incurred therein or in connection therewith or any part thereof.

ARTICLE 8

BOOKS AND RECORDS

Section 8.1 The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Member or Unit Owner, their mortgagees, and their duly authorized agents or attorneys:

(a) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the Board shall be available.

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

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

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

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

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

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

Section 8.2 In the event of any resale of a Unit by a Member or Unit Owner other than the developer, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

(a) A copy of the Declaration, other instruments, and any rules and regulations.

(b) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing.

(c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

(d) A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.

(e) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.

(f) A statement of the status of any pending suits or judgments in which the Association is a party.

(g) A statement setting forth what insurance coverage is provided for all Members or Unit Owners by the Association for common properties.

The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within thirty (30) days after receiving a written request for such information.

ARTICLE 9

AMENDMENTS

Section 9.1 These By-Laws may be amended, altered or repealed, and new By-Laws may be adopted by the Board of Directors.

Section 9.2 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE 10

MISCELLANEOUS

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.

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1 through 40, both inclusive, in Conway Farms Phase 1A, being a subdivision of those parts of Government Lot 1 of the Northwest quarter (1/4) of Section 1 and the Southeast quarter (1/4) of said Section 1, all in Township 32 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois.