

**SECOND AMENDED AND  
RESTATED  
CONSOLIDATED  
DECLARATION,  
CONSTITUTION AND BY-  
LAWS FOR THE  
FOX LAKE HILLS  
PROPERTY OWNERS  
ASSOCIATION**

**For Use by the Recorder's Office Only**

**Prepared by and after recording to be  
returned to:**

**John H. Bickley III**  
Kovitz Shifrin Nesbit  
One Overlook Point, Suite 590  
Lincolnshire, IL 60069 – 847/537-0500

**SECOND AMENDED AND RESTATED CONSOLIDATED DECLARATION,  
CONSTITUTION AND BY-LAWS FOR THE  
FOX LAKE HILLS PROPERTY OWNERS ASSOCIATION**

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Exhibit A: Legal Description

**SECOND AMENDED AND RESATED CONSOLIDATED DECLARATION,  
CONSTITUTION AND BY-LAWS FOR THE  
FOX LAKE HILLS PROPERTY OWNERS ASSOCIATION**

This Amended and Restated Consolidated Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by the Board of Directors of the Fox Lake Hills Property Owners Association.

**RECITALS**

The Association and its Owners are the record title holders of the Property which is legally described in Exhibit A hereto.

The real estate which is legally described in Exhibit A hereto was submitted to the provisions of the Original Constitution Declaration and By-Laws, as hereinafter defined as the Premises.

In order to provide for the orderly and proper administration and maintenance of the Property and Lots, there has been formed the Association under the Illinois General Not-For-Profit Corporation Act. The Association shall have the responsibility for administering and maintaining the Property and shall set budgets and fix assessments to pay the expenses incurred in connection with such duties. The administration and maintenance of the Property by the Association shall at all times be subject to this Declaration and all of the rights and easements provided for the Owners in this Declaration. Each Owner of a Lot shall be a member of the Association.

The Association hereby declares that all of the Property described in Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Real Property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof. The Board hereby adopts this Amended and Restated Constitution Declaration and By-Laws by a vote of two-thirds (2/3) of the Board members as provided in Section 1-60 of the Illinois Common Interest Community Act ("Act") as well as the affirmative vote of owners in attendance at an owners meeting at which a quorum of at least 20 was present. This Declaration does not and is not intended to create a condominium within the meaning of the Illinois Condominium Property Act, et seq.

NOW, THEREFORE, the Association hereby declares as follows:

## **ARTICLE 1 – NAME AND LOCATION**

1.01 The name of this organization shall be “FOX LAKE HILLS PROPERTY OWNERS ASSOCIATION” (hereinafter referred to as the “Association”).

1.02 The office of the Association shall be: Box 131, Lake Villa, Illinois 60046 or such other address as designated by the Board.

## **ARTICLE II – THE PURPOSE**

2.01 The purpose and objective of this Association shall be:

a. To promote and maintain a civic organization to provide for the mutual advancement and welfare of the membership.

b. To promote the civic improvement and development of conditions for the welfare of said members and for the protection of the value of their real estate.

c. To perform civic service for the betterment of the community by the exchange and dissemination of information.

d. To promote a spirit of good will and neighborliness.

e. To provide a civic organization to encourage ethical practice among the members of the Association and the community.

f. To promote the health, safety and general welfare of the membership and the community.

All participation shall be non-partisan and non-sectarian.

## **ARTICLE III - MEMBERSHIP**

3.01 All persons owning or purchasing real estate in Fox Lake Hills Subdivision in Lake Villa Township, Lake County, Illinois, who shall be designated as grantees on such deeds by which title is acquired as hereafter provided, shall be members of this Association.

Each member of this Association will be furnished one (1) copy of this Constitution and By-Laws (one (1) per household). All new members, upon contacting the Secretary, shall receive one (1) copy of said Amended and Restated Constitution and By-Laws. The Amended and Restated Constitution and By-Laws will also be posted on the Association's website.

3.02 MEMBERSHIP CLASSIFICATION: Membership shall be as follows:

- a. A member in good standing is one who has paid all applicable fees and assessments owed in accordance with these By-Laws.
- b. A resident member is one who resides on Property he or she owns in Fox Lake Hills Subdivision.
- c. A non-resident member is one who owns improved or unimproved Property in Fox Lake Hills Subdivision but does not reside upon same.

3.03 VOTING RIGHTS: Each resident member and non-resident member in good standing is entitled to:

- a. A voice at all general membership meetings.
- b. One (1) vote, except where Property is held by more than one (1) person in which case a maximum of two (2) votes may be cast without regard to additional parcels of Property. If the record ownership of a Unit shall be in more than one (1) person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Member for the Property shall be designated by such owner or Owners in writing to the Board and if in the case of multiple individual owners, no designation is given, then the Board at its election may recognize an individual Owner of the Property as the Member for such Property.
- c. All secret ballots shall be the equivalent of one (1) vote.
- d. Absentee ballots:
  - (i) Each Unit Director, when requested, will receive from the Board a pre-determined amount of ballots imprinted with the official Fox Lake Hills Property Owners Association seal;
  - (ii) Ballots will be issued to members in good standing upon written request to the Association when received not less than fourteen (14) days nor more than thirty (30) days prior to said election;
  - (iii) The Voting Members may vote in person or by electronic means or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

3.04 TRANSFER OF MEMBERSHIP: Membership in the Association is not transferable or assignable.

3.05 TERMINATION OF MEMBERSHIP: Membership shall not be terminated by non-payment of fees or assessments but membership shall be terminated upon the sale of the Property.

#### **ARTICLE IV – PROPERTY USE RESTRICTIONS**

4.01 No building, residence or garage shall be erected, placed or altered on any lot until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the alteration with respect to topography and finished ground elevation; and with respect to all Materials and Methods of Design and Construction as adopted and promulgated from time to time by the Association and Lake County Building & Zoning.

4.02 No fence, well, hedge or mass planting shall be permitted to extend beyond the minimum building set back line established herein except upon written approval of Lake County Building & Zoning.

4.03 All garages built shall conform to color and design with the residence. No garage shall be built prior to the erection of a residence building, and no garage shall be used as a temporary or permanent residence. No trailer or movable structure, whether on wheels or not, shall be used or occupied for temporary or permanent residential purposes. No dwelling shall be occupied or used until fully completed in accordance with the plans approved by Lake County Building & Zoning.

4.04 No outside toilets, outhouses, shacks or temporary structures of any nature shall be used or occupied for any purpose whatever upon any lot in said real estate.

4.05 “For Sale” or “For Rent” signs or similar signs shall be placed on the Owner’s property only. Any deviation shall be approved by the Association; however, no such signs shall be erected or placed at the entrances to the Property.

4.06 An easement is hereby reserved in the entire area of all roads, beaches and parks and within five (5) feet of all sides of each lot to install, lay, construct, renew, operate and maintain underground pipes, conduits, tanks, pumps, wells, valves and any other apparatus or parts and such overhead pumps, fire hydrants, pump houses or other apparatus necessary or required in connection therewith, for sewage, water or gas supply, whether conducted or operated by any public or private utility. No permanent building shall be placed on said easement, but same may be used for gardens, shrubs, landscaping or other purposes that do not interfere with the use of said easement for said utility purposes. And the right is reserved to enter upon the lots at all times to install, lay, construct, renew, operate and maintain said conduits, pipes, pumps and other apparatus and parts used in connection therewith, and to cut or remove any trees, shrubs or saplings that interfere or threaten to interfere with said utility equipment.

4.07 Every sink and bathroom drain must comply with Lake County Building & Zoning laws. No garbage shall be dumped; no sewage emptied or permitted to flow on the said premises or part of said subdivision.

4.08 No animals or poultry of any kind, other than house pets, shall be kept or maintained on any building site of the above described property, nor shall at any time any building be erected for the accommodation of any animals or poultry of any kind. Any owner found by the board to be in violation of this provision may be subject to a fine which may be a daily fine for every day the violation persists in the aforesaid fine shall constitute a lien upon the residence.

4.09 All private drives or driveways and culverts shall be of a type and size approved by the Highway Department of Lake Villa Township.

4.10 An easement is hereby reserved for and granted to the electric company, gas company and the telephone company and their respective successors and assigns, to install, lay, construct, renew, operate and maintain pipes, conduits, cables, poles and wires, either overhead or underground with all necessary braces, guys, anchors, and other appurtenances for the purpose of serving the subdivision and residents and owners of property herein or adjoining property with gas, electric and telephone service, as shown by dotted lines on this recorded plat of subdivision and marked "Utility Easement", including the right to use the streets, alleys and public places therein for such purposes where necessary and to overhand all lots with aerial service wires to serve adjacent lots, and residents thereon, together with the right of ingress and egress upon the lots at all times to install, lay, construct, renew, operate and maintain said pipes, conduits, cables, poles, wires, braces, guys, anchors and other appurtenances on said utility easements. Also, the right to cut and remove such trees, bushes and saplings and to trim from time to time such trees, and shrubs and saplings that interfere or may interfere with said public utility equipments. No permanent buildings shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with said easement for public utilities purposes.

4.11 All beaches, parks and piers in said real estate shall not be used in any manner by the general public but shall be restricted solely to use by the owners and occupants of the lots in said real estate, their families and guests.

4.12 The owners or occupants of lots, their families and guests, when accompanied by the member in good standing, shall have the right to use and enjoy said beaches, parks and piers to the exclusion of the general public.

4.13 The above provisions shall be considered as covenants running with the land and binding upon the grantees of said real estate, their heirs, executors, administrators, successors and assigns and shall be automatically extended for successive periods of 10 years each, unless by a vote of the majority of the then owners of the lots in this subdivision it is agreed to change said protective covenants in



whole or in part and such change is duly signed and acknowledged by such owners and placed of record in the Recorder's Office of Lake County, Illinois.

4.14 Every purchaser of a lot within the subdivision by the payment of the purchase price and acceptance of a deed therefore, agrees for himself, his heirs and assigns to become a member of the Fox Lake Hills Property Owners Association, a not-for-profit corporation. Every purchaser of a lot within the subdivision by the payment of the purchase price and acceptance of a deed therefore further agrees for himself, his heirs and assigns, to pay to the Fox Lake Hills Property Owners Association the assessments levied by said Association for the purpose and purposes for which it is organized, not to exceed \$10.00 per annum for each improved lot, plus any additional assessments, fee, or insurances voted on at the annual meeting, said assessments to be payable to the treasurer of said Association at its office. In the event of default in payment of aforesaid assessment every such purchaser further agrees, authorizes and empowers the said Association, its officers, successors and assigns, to assert a lien against his or her lot and to file on behalf of said Association a Notice of Lien with the Office of the Recorder of Deeds of Lake County, Illinois, for the amount of said lien, which lien shall be and remain at all times inferior, junior and subordinate to the lien of any indebtedness secured by mortgage or trust deed.

4.15 Whenever the Board deems it necessary to remove nuisances or to mow or cut or remove grass or weeds, it shall have the right to report such nuisances to the Lake County Health Department or Lake County Building & Zoning for enforcement.

4.16 Invalidity of any one of these covenants, conditions and restrictions, or any part thereof, by judgments or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

4.17 Enforcement of the foregoing shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

4.18 As per the Lake County Building and Zoning requirements, the present drainage tile system now on said real estate shall not be in any manner disturbed and no additional connections, inlets or outlets shall be made to or with said drainage system. That no drain, sewer or cesspool of any kind, nature or description shall be laid or used so that the same shall in any manner whatsoever drain into or contaminate the present tile drainage system. No construction, alteration or excavation shall be made which shall in any manner interfere with or impair the present drainage tile system or impose upon it a structural load which will impair its operation. First party reserves the right to enter upon any lot in said real estate for the purpose of inspecting or repairing the present tile system.

4.19 No charcoal grills, open flames, pets or overnight tenants allowed on the beach or in the parks. Open flames are permitted during Association sponsored events.

4.20 CONDUCT OF OWNERS/TENANTS OR GUESTS: No unlawful, obnoxious or offensive activity shall be carried on in any lot, dwelling or in the common area, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other home owners or occupants or which disrupts any other homeowners reasonable use and enjoyment of the property.

#### 4.21

a. In General. In the event of any default or violation of the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association by any Homeowner (either by his own conduct or by any other Occupant of his Lot and Dwelling), the Association, or its successors or assigns, or the Board, or its agents, shall after notice and an opportunity for a hearing have the right to levy reasonable fines against the Homeowner and additionally, shall have each and all of the rights and remedies which may be provided for in the Common Interest Community Association Act, Declaration, By-Laws, Forcible Enter and Detainer Act, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Homeowner and/or others:

(i) for enforcement or foreclosure of any lien and the appointment of a receiver for the Lot and Dwelling and ownership interest of such Homeowner, without notice and without regard to the value of such Lot and Dwelling or the ownership interest or the solvency of such Homeowner;

(ii) for damages;

(iii) for injunction or specific performance;

(iv) for judgment for payment of money and collection thereof;

(v) for the right to take possession of the Lot and Dwelling, rent the Lot and Dwelling and apply the rents received to payment of unpaid assessments and interest accrued thereon;

(vi) to sell the Lot and Dwelling at a judicial sale, as hereinafter in this Paragraph 23 provided; or

(vii) for any combination of the above or for any other relief.

b. *Association Self-help.* In the event of any such default or violation by any Homeowner, (either by his own conduct or by any other Occupant of his Lot and Dwelling) the Association, the Board and the Managing Agent, if so authorized by the Board, shall have the authority to correct such default or violation and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be

charged to and assessed against such defaulting Homeowner and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a first lien for all of the same upon defaulting Homeowner's Lot and Dwelling, his ownership interest in the Common Area, together with any refrigerator, stove, or other appliance or personal property which was sold along with the Lot and Dwelling by the Trustee, provided, however, that such lien shall be subordinate to the lien of a prior recorded mortgage on the interest of such Homeowner, except for amount of the proportionate share of said Common Expenses which become due and payable from and after the date on which the said mortgage holder or owner either takes possession of the Lot and Dwelling, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage and causes a receiver to be appointed. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board, and the failure of the Association or Board to enforce any of the covenants, conditions or restrictions set forth herein shall not be deemed to be a waiver of said covenants, conditions or restrictions.

- c. *Injunctive Relief.* In the event of any such default or violation by any Homeowner, and if such default or violation shall continue for ten (10) days after notice to the Homeowner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to file an action against the defaulting Homeowner for a judgment or injunction against the Homeowner or Occupant, requiring the defaulting Homeowner or Occupant to comply with the provisions of this Declaration, By-Laws and the rules or regulations adopted by the Board and granting other appropriate relief, including money damages.
- d. *Involuntary Sales.* In the event of any such default or violation by any Homeowner, (either by his own conduct or by any other Occupant of his Lot and Dwelling), the Association and the Board shall have the power to sell the Lot and Dwelling at a judicial sale. The proceeds of any judicial sale shall first be paid to discharge court costs, court reporter charges. reasonable attorneys' fees and all other expenses of the proceedings and sale, and all such items shall be taxed

against the defaulting Homeowner in a final judgment. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Homeowner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Lot and Dwelling and to the appurtenant ownership interest in the Common Area and to immediate possession of the Lot and Dwelling sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and all other expenses of the proceeding and sale, and all damages, liquidated or otherwise, together with interest thereon at the rate of 9% per annum until paid, shall be charged to and assessed against such defaulting Homeowner, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a first lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Lot and Dwelling, the appurtenant ownership interest in the Common Area of such defaulting Homeowner and upon all of his additions and improvements thereto and any refrigerator, stove or other appliances or personal property which was sold along with the Lot and Dwelling by Trustee, provided, however, that such lien shall be subordinate to the lien of a prior recorded encumbrance on the interest of such Homeowner, except for the amount of the proportionate share of such common expenses which become due and payable from and after the date on which said encumbrance owner or holder either takes possession of the Lot and Dwelling, accepts a conveyance or any interest therein (other than as a security) or files suit to foreclose its mortgage and causes a receiver to be appointed.

4.22 The Association shall have the right from time to time hereafter to alter, change, modify, revoke or delete, in whole or in part, any or all of the restrictions, covenants and conditions above set forth and contained in the Declaration of

Restrictions filed of record in the Recorder's Office, Lake County, Illinois, without the approval or consent of any property owner or owners or who may hereafter become owners of property in said subdivision.

## **ARTICLE V - MEETINGS OF MEMBERS AND NOTICES AND COMMUNICATION TO MEMBERS**

5.01 **ANNUAL MEETINGS:** The Annual Meeting of the membership of the Association shall be held on a weekday in the third week in September of each year, at a time to be determined by the Board of Directors and communicated to the members of the Association., to coincide with the September monthly meeting, as set aside by each new convening Board. Such date shall be binding for the remainder of the term of said Board only. Annual Meetings shall be held at a publically available location to be determined, published and delivered not less than ten (10) days or more than thirty (30) days before said meeting. Such notice shall be deemed sufficient when deposited in the United States mail as a special notice, delivered to each member at such address as shall appear on the records of the Association or when sent by way of electronic transmission. Such meeting is to take place within a radius of five (5) miles of Fox Lake Hills Subdivision, Lake Villa Township, Lake County, Illinois as may be designated for the purposes of electing Officers and Directors and for the transaction of such business as may come before the meeting.

5.02 **SPECIAL MEETINGS:** Special Meetings of the general membership may be called by the President and four (4) members of the Board of Directors or by written request of not less than twenty percent (20%) of the members in good standing of the Association. Such written request shall set forth plainly the purpose for which such Special Meeting is requested.

5.03 **UNIT MEETINGS:** Unit Meetings may be called by the Director elected to represent such Unit or by written request of one-third (1/3) or more of the total resident membership in good standing of a particular Unit or by written request of not less than twenty percent (20%) of the members in good standing of the Association. Such written request shall set forth plainly the purpose for which such Unit Meeting is requested. No action can be contrary to the Constitution and By-Laws. Any action must be ratified and confirmed by the Board of Directors.

### **5.04 PLACE OF MEETINGS:**

a. The Annual Meeting shall be held at such place as the Board of Directors may designate, or a Special Meeting at such place as the written petition of the membership shall designate, at any place within a radius of five (5) miles of Fox Lake Hills Subdivision, Lake Villa Township, Lake County, Illinois.

b. Unit Meetings shall be held at such place within a radius of five (5) miles of the Unit which shall be designated by the Unit Director or the written notice of the members calling the meeting.

#### 5.05 NOTICE OF MEETINGS:

a. Written or printed notice of Annual and Special Meetings stating the place, day and hour of the meeting, and the purpose for which the meeting is called, shall be delivered not less than ten (10) days nor more than thirty (30) days before the date of the meeting. Such notice shall be deemed sufficient when deposited in the United States mail as a special notice, delivered to the member at such address as shall appear on the records of the Association or when sent by way of electronic transmission.

b. Notice of Unit Meetings shall be given in the same manner as provided for the notice of Annual and Special Meetings by the Director of the Unit or by proper petitioning members for such Unit Meetings.

#### 5.06 QUORUM:

a. Annual and Special Meetings: A minimum of twenty (20) members in good standing shall constitute a quorum for any Annual or Special Meeting. If a quorum is not present, such meeting shall be adjourned and the Secretary shall notify all members in good standing of such postponement and the date said meeting shall reconvene. A minimum of twenty (20) members in good standing must be present at any reconvened meeting.

b. Unit Meetings: A minimum of eight (8) members in good standing of the Unit shall constitute a quorum and, if such quorum is not present when such meeting is convened, such Unit Meeting shall be adjourned and the Unit Director shall notify all members in good standing of the Unit of such adjournment and the date to which the meeting was adjourned. A minimum of eight (8) members in good standing must be present at any reconvened meeting.

c. No business may be transacted at any Annual, Special or Unit Meeting without a quorum being present at all times and, if a quorum shall cease to exist during any meeting, the Presiding Officer shall adjourn said meeting.

5.07 ROBERT'S RULES OF ORDER: The aforementioned Rules shall govern the proceedings of all Annual, Special and Unit meetings of the Association, and all monthly meetings of the Association Board of Directors, except where otherwise specifically provided for in the Constitution and By-Laws

#### 5.08 NOTICES AND COMMUNICATIONS TO MEMBERS:

a. Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community instrument or any provision of the Common Interest Community Association Act may be accomplished using the technology generally available at that time. This Section

governs the use of technology in implementing the provisions of any community instrument or any provision of the Common Interest Community Association Act concerning notices, signatures, votes, consents, or approvals.

b. The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any community instrument or any provision of the Common Interest Community Association Act by use of any technological means that provides sufficient security, reliability, identification, and verifiability.

c. A verifiable electronic signature satisfies any requirement for a signature under any community instrument or any provision of the Act.

d. Voting on, consent to, and approval of any matter under any community instrument or any provision of the Common Interest Community Association Act may be accomplished by electronic transmission or other equivalent technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

e. Subject to other provisions of law, no action required or permitted by any community instrument or any provision of the Common Interest Community Association Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the Board of Directors.

f. If any person does not provide written authorization to conduct business using electronic transmission or other equivalent technological means, the common interest community association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.

g. This Section does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the common interest community association to collect a common expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Common Interest Community Association Act.

## **ARTICLE VI - MANAGEMENT**

6.01 **MANAGEMENT**: The Management of the Association shall be vested in a Board of Directors comprised of the President, Vice President, Treasurer, Secretary, three (3) Unit Directors and one (1) Director at Large, comprising a total of eight (8) members. A Management Company may be appointed by the Board of Directors to fulfill the duties as set forth in Article VI, Section 4.

#### 6.02 ELECTION OF OFFICERS AND UNIT DIRECTORS:

a. The President, Vice President, Treasurer and Secretary shall be elected by the general membership in good standing at the Annual Meeting.

b. Three (3) Unit Directors shall be elected by general membership in good standing at the Annual Meeting. The Units are defined as follows:

Unit 1 -- That part of Fox Lake Hills Subdivision known as "Chesney Shores", lying west of the intersection of Illinois Route 59 and Illinois Route 132.

Unit 2 -- That part of Fox Lake Hills Subdivision known as "Busse", presently called "Bayview", lying west of Illinois Route 59 and Arcade Drive.

Unit 3 -- That part of Fox Lake Hills Subdivision known as "Busse", presently called "Orchard Gardens", lying east of Illinois Route 59.

c. The Director at Large shall be elected by the general membership in good standing at the Annual Meeting.

d. All Directors and Officers shall be an owner in good standing in the Association.

#### 6.03 ELECTION AND TENURE OF OFFICERS AND DIRECTORS:

a. Each Officer of the Association elected by the membership at large shall serve from the time of election until the next Annual Meeting. Only resident members in good standing are qualified to be Officers of the Association.

b. Each Unit Director and the Director at Large shall hold office for a term of two (2) years or until his or her successor shall be duly elected and installed. The terms of the Directors of Unit 1 and Unit 3 shall be staggered with the terms of the Director of Unit 2 and the Director at Large by one (1) year.

#### 6.04 RECALL OFFICERS AND UNIT DIRECTORS:

a. Any Officer may be recalled by the affirmative vote of the majority of the members in good standing present at any Annual or Special Meeting of the Association providing notice of such proposed action shall have been mailed to members in good standing in accordance with the provisions of Section 5(a) of Article IV of the Constitution and By-Laws.

b. Any Unit Director may be recalled by a majority vote of the members in good standing of such Unit present at any monthly or Special



Meeting of such Unit called under the provisions of Article IV, Sections 3 and 4(b) provided notice of such proposed action is mailed to all members in good standing as provided in the Constitution and By-Laws.

c. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an owner or Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by two-thirds (2/3) of the remaining Directors at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve until the next annual election, unless the twenty percent (20%) of the Owners call for an election to fill the vacancy. In the event of such action by the Owners, said election shall be called within thirty (30) days.

#### 6.05 MEETINGS OF THE BOARD OF DIRECTORS:

a. All monthly meetings of the Board of Directors shall be held on a weekday in the third week of the month, at a time as determined by the board and as set aside by each new convening Board and such date will be binding for the remainder of the term of said Board. Members shall be notified at least forty-eight (48) hours prior to the date of said meeting by mail or delivery to said member. Meeting of the Board of Directors may be held at such place, as the President shall designate within a radius of five (5) miles of Fox Lake Hills Subdivision, Lake Villa Township, Lake County, Illinois.

b. Monthly Meetings of the Board of Directors shall be held at any place open to members in good standing as set forth in the By-Laws.

c. All monthly meetings of the Board of Directors shall be open to the general membership for discussion for the first thirty (30) minutes of such meeting. Thereafter, members in good standing may attend and participate in such meeting.

6.06 SPECIAL MEETINGS OF THE BOARD OF DIRECTORS: Special meetings of the Board of Directors may be called by the President and four (4) other members of the Board of Directors, minutes of such meeting shall be reported at the next regularly scheduled monthly or Annual Meeting of the Board of Directors. Notice of such Special Meeting via telephone, facsimile or e-mail to all members of the Board of Directors is also acceptable.

6.07 QUORUM OF THE BOARD DIRECTORS: A quorum shall consist of a minimum of five (5) members and if less than a quorum is present at any time, the meeting shall be automatically adjourned and the Secretary shall notify all members of the Board of Directors of such adjournment and the date and time of the next meeting. No business may be transacted at any time by the Board of Directors if less than a quorum is present.

6.08 MANNER OF ACTING: The Board of Directors shall function only at a meeting legally convened at which a quorum is present by not less than a majority case by the Directors present either for or against each issue.

6.09 VACANCIES ON THE BOARD OF DIRECTORS:

- a. The President shall be succeeded by the Vice President.

6.10 COMPENSATION: Members of the Board of Directors shall serve without compensation for their services with the exception of, and as approved by the Owners, the Secretary who shall be compensated by payment of not less than \$100 per annum, the Treasurer who shall be compensated by payment of not less than \$300 per annum, and the Management Company who shall be compensated by payment of not less than \$500 per annum in addition to such sum as is commensurate with the duties performed as authorized by the Board of Directors.

## **ARTICLE VII - DUTIES OF OFFICERS**

7.01 PRESIDENT: The President shall supervise the executive affairs of the Association and shall preside at all general meetings of the Association and the Board of Directors. He or she shall sign with the Secretary or Treasurer, or other proper Officer of the Association authorized by the Board of Directors, all contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or the By-Laws to some other Officer or Agent of the Association, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the Office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

7.02 VICE PRESIDENT: The Vice President, in the absence of the President or in the event of his or her inability or refusal to act, shall perform such duties as may be designated to him or her by the President or the Board of Directors and shall be a voting member of the Board.

7.03 SECRETARY: The Secretary shall:

- a. Keep the minutes of the meetings of the members and the meetings of the Board of Directors in one (1) or more books provided for that purpose.
- b. Provide for service of Notice in accordance with the provisions of these By-Laws, or as required by law.
- c. Be a voting member of the Board of Directors.

7.04 The Management Company shall:

- a. Serve under contract to the Board of Directors for one (1) year for a fee as described in Section 10 of Article V of the Constitution and By-Laws.
- b. Attend the meetings of the Board of Directors as per the management agreement.
- c. Maintain accurate membership lists and Property ownership records.
- d. Issue notices of assessments, special fee assessments, lien placements and releases to the membership, as they are due.
- e. Record and receipt all such assessments and fees and assist the Treasurer in the maintenance of accurate financial records.
- f. Assist in the execution of legal affairs as directed by the Board of Directors.
- g. Receive and distribute communications, both written and oral, to the appropriate Board member and receive and distribute monies to the Treasurer.
- h. Be bonded at all times for the faithful discharge of these duties in such sum and with such surety or sureties, as the Board of Directors shall determine. The cost of such bonding is to be assumed by the Association.
- i. Report to the Board of Directors.
- ii.
- j. Sign certificates of membership.
- k. Collect and maintain leases.

The Board of Directors may, from time to time, modify the responsibilities of the Management Company.

7.05 TREASURER: The Treasurer shall:

- a. Have charge and custody of and be responsible for all funds and securities of the Association as received from the Management Company
- b. Receive and issue receipts for monies and deposit all such monies received in the name of the Association in such banks, trust companies or other depositories, as he or she shall be directed by the Board of Directors.
- c. In general, perform all the duties incidental to the Office of the Treasurer, work in conjunction with the Management Company, serve as substitute Management Company in an emergency or in time of need, and such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.
- d. Keep correct and accurate books and accounts and deliver such reports to the Board of Directors on a monthly basis.
- e. Be a voting member of the Board.
- f. The Treasurer shall be bonded for the faithful discharge of such duties in such sum and with such surety or sureties as the Board of Directors shall determine the cost of such bond to be assumed by the Association. The funds of the Association shall be disbursed only by check signed by the Treasurer and such other Officer as shall be designated by the Board of Directors Or, if so directed, by the Management Company. The Treasurer's books shall be open at all reasonable times for inspection by the Board of Directors or by any member in good standing.
- g. Shall check the Association mailbox weekly for any invoices or pertinent information.

7.06 UNIT DIRECTORS AND DIRECTOR AT LARGE: Unit Directors and the Director at Large shall vote on all issues at the meetings of the Board of Directors and shall perform such other duties as from time to time may be assigned to them by the President or the Board of Directors. They shall be responsible to the membership in their respective Units for bringing Unit issues to the attention of the Board of Directors. Unit Directors and the Director at large may, with the approval of the Board of Directors, appoint such special committees and delegate thereto such duties as necessary to conduct the affairs of this Association for the general welfare of the members within the respective Units which are consistent with the general welfare of this Association or these By-Laws. Each Unit Director and the Director at Large shall be voting members of the Board.

**7.07 STANDING COMMITTEES:** The President, with the approval of the majority of the Board of Directors, shall appoint any committees, as needed, to be under his or her supervision.

a. The President, with the approval of a majority of the Board of Directors, may appoint committees and delegate thereto such duties as are necessary for the welfare of the general membership, the operation of the Association, and which are consistent with these By-Laws.

b. There has previously been created a standing committee which governs Bayview and Chesney Harbors. Said committee shall be designated as the Harbor Committee. The Board of Directors shall appoint two (2) resident members in good standing as Harbormasters. The Harbormasters shall constitute the Harbor Committee. Rules and regulations and the setting of fees shall be proposed by the Harbor Committee and adopted by the Board of Directors.

c. In all committees, a majority of the membership shall constitute a quorum and in all committees such actions and findings shall be passed on a majority vote.

## **ARTICLE VIII - ANNUAL ASSESSMENTS**

**8.01 ANNUAL ASSESSMENTS:** Each member shall pay an annual assessment not to exceed \$5 per annum for each unimproved lot and not to exceed \$10 per annum for each improved Lot. Each year on or before January 1<sup>st</sup>, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year. A copy of the proposed budget shall be mailed or delivered or sent by electronic means or posted on the Association's website to each Owner at least thirty (30) days prior to the adoption thereof by the Board.

**8.02 SPECIAL ASSESSMENTS:** The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Property, or any other Property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Units in equal shares. Each unit owner shall receive notice, in the same manner as is provided in the Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment, (iii) that except as provided in subsection (iv) below, 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 Board, upon written petition by unit owners 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 unit owners 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 unit owners are cast at the meeting to reject the budget or separate assessment, it is ratified, (v) that any community expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all unit owners, (vi) that separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to unit owner approval or the provisions of item (ii) above or item (vii) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Property or to the life, health, safety or Property of the unit owners, (vii) that assessments for additions and alterations to the Property or to Association-owned Property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all unit owners, (viii) that the Board may adopt separate assessments payable over more than one (1) fiscal year.

8.03 ADDITIONS, ALTERATIONS OR IMPROVEMENTS: Community Assessments for additions, alterations or improvements to the Property shall be approved by no less than two-thirds (2/3) of the Owners.

8.04 DEFAULT, COLLECTION AND LIENS AGAINST PROPERTY:

a. An Association member shall be in default if the annual assessment, including all special assessments as defined in Article VII, Section 2, is not paid by March 15<sup>th</sup> of each calendar year for which the assessment is due. Payments received after March 15<sup>th</sup> will result in a late charge in the amount of \$50.00. The unpaid balance and interest charges shall become a lien on the Property and the Management Company shall be duly authorized by the Board of Directors to file lien against the Property for which the assessment is in arrears with the Recorder of Deeds, Lake County, Illinois.

b. In the event checks for such assessment payment(s) are returned for insufficient funds or closed accounts, or any other payment or settlement remains unpaid, the following actions will take place:

(i) An amount of not less than \$10 will be charged on bad checks;

(ii) Liens will be prepared and filed with the Lake County Records of Deeds against the Property involved at a cost of not less than \$30;

(iii) The applicable lien filing fee with the Recorder of Deeds will be charged against the Property; and

(iv) Any release fees incurred after payment is made shall be charged against such Property.

c. Liens will be released upon full payment of amounts due, interest, fees, charges and any other costs expended or to be expended and any attorney's fees expended or to be expended for filing lien or enforcing the collection thereof.

d. The lien for assessments, provided for in Section 1, shall be subordinate to the Mortgagee's mortgage on the Unit which was Recorded prior to the date that any such assessments became due. Except as hereinafter provided, the lien for charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Unit. Where title to a Unit is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid assessments which became due prior to the date of the transfer of title. However, the transferee of the Unit shall be personally liable for his share of the assessments with respect to which a lien against his Unit has been extinguished pursuant to the preceding sentence where such assessments are reallocated among all the owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Unit, as provided in this Section.

## **ARTICLE IX – CHECKS, DEPOSITS AND FUNDS**

9.01 CHECKS, DRAFTS, ETC: All checks, drafts or other orders for payments, or any notes or other evidence of indebtedness issued in the name of the Association, shall be signed by the Treasurer or in the event of his or her inability to sign by the President or, in the event of his or her inability to sign, the Vice President of the Association or if so directed by the board executed by the management company.. All warrants or vouchers for disbursements shall be approved by the Board of Directors prior to payment. A deficit in the treasury of the Association due to disbursement of funds not on deposit shall be illegal. Those officers involved shall be held personally liable and shall be removed from office immediately.

9.02 GIFTS: The Board of Directors, by a majority vote, may accept on behalf of the Association any cash contribution, gift, bequest or devise for general purposes or for any special purpose of the Association.

## **ARTICLE X – BOOKS AND RECORDS**

10.01 **BOOKS AND RECORDS**: The Board shall keep and maintain the following records or true and complete copies of these records, at the Association's principal office:

- a. the Association's Declaration, By-Laws, and plats of survey, and all amendments of these;
- b. the rules and regulations of the Association, if any;
- c. the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;
- d. minutes of all meetings of the Association and the Board of Directors for the immediately preceding seven (7) years;
- e. all current policies of insurance of the Association;
- f. all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Members have obligations or liabilities;
- g. a current listing of the names and addresses of all members entitled to vote;
- h. ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Directors; and
- i. the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.
- j. any Member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (a), (b), (c), (d), and (e) of Section 1, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a Member must submit a written request to the Board or its authorized agent, stating with particularity the records sought to be examined.



k. except as otherwise provided in Section 1, any Member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (f), (g), (h), and (i) of Section 1, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a Member must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request.

l. The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the Association to the requesting Member. If a Member requests copies of records requested under this Section, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting Member.

m. Notwithstanding the provisions of Section 1, unless otherwise directed by court order, the following records are not available to inspection, examination, or copying by Members:

(i) documents relating to appointment, employment, discipline, or dismissal of Association employees;

(ii) documents relating to actions pending against or on behalf of the Association or its Board of Directors in a court or administrative tribunal;

(iii) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or the Board of Directors in a court or administrative tribunal;

(iv) documents relating to assessments or other charges owed by a Owner other than the requesting Member; and

(v) documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a Member other than the requesting Member.

**10.02 BOOKS AND RECORDS UPON RESALE OF UNIT** In the event of any resale of a Unit by a unit owner such owner shall obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand, the following:

a. A copy of the Declaration, By-Laws, 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 as authorized and limited by the provisions of the Act or this Declaration and By-Laws.

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 for replacement fund and any portion of such fund earmarked for any specified project by the Board.

e. A copy of the statement of financial condition of Association for the last fiscal year for which such 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 Unit Owners by the Association.

h. A statement that any improvements or alterations made to the Unit by the prior owner are in good faith believed to be in compliance with the Declaration.

i. The identity and mailing address of the principal officer of the Association or of the other officer or agent as is specifically designated to receive notices.

j. The principal officer of the Association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

#### **ARTICLE XI – FISCAL YEAR**

The fiscal year of the Association shall begin on January 1<sup>st</sup>, in each year and end on December 31<sup>st</sup> of that year. The annual meeting whereby the board members Are elected will take place in September that they will be seated January 1.

Management Company

#### **ARTICLE XII – WAIVER OF NOTICE**

Whenever any notice whatsoever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois, Article of Incorporation and/or By-Laws of the Association, a waiver thereof in person or in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

### **ARTICLE XIII – AMENDMENTS**

These By-Laws may be amended at any Special Meeting called for that purpose or at the Annual meeting of the Association by a majority vote of the members present and eligible to vote, provided that written notice that such amendment will be proposed shall have been mailed to the entire membership at least thirty (30) days prior to such meeting as set out in the notice provision in Article IV, Section 6.

### **ARTICLE XIV – LEGAL COUNSEL**

Whenever a majority of the Board of Directors shall in their opinion deem it necessary for the well-being of the Association to seek legal counsel, they may request advice or representation upon any given matter. No compensation of such legal work will be paid any attorney unless a bill is submitted in writing and incorporated in the records of this Association.

### **ARTICLE XV – LEGALLY FILED DOCUMENTS**

This Constitution and By-Laws is part of and incorporated as a legally filed document with the Fox Lake Hills Declaration of Restrictions and Conditions Document #827517 (6-16-54), #883247 (9-29-55), #956944 (5-18-57), #967301 (10-3-57), #1042357 (8-24-59), #827522 (6-16-54), #861385 (4-16-55), #880459 (9-7-55) and #978114 (1-13-58).

### **ARTICLE XVI – ORDER OF BUSINESS**

The Order of Business of the Association shall be as follows:

- a. Call to Order
- b. Report of Last Meeting
- c. Communications
- d. Report of Management Company
- e. Report of Treasurer
- f. Reports of Committees



Signed and Acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2025.

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
being at least two-thirds (2/3) of the Board  
of Directors of the Fox Lake Hills Property  
Owners' Association

## **EXHIBIT A**

### **Legal Description**

Fox Lake Hills Property Owners Association, an Illinois corporation, being the owner of the following described real estate:

STANTON BAY COMPANY, an Illinois corporation, and WILDWOOD ON GAGES LAKE, INC., an Illinois corporation, being all of the owners of the following described real estate:

Lots 1 to 42 inclusive in Block 1; Lots 1 to 18 inclusive in Block 8; Lots 1 to 86 inclusive in Block 10; and Lots 1 to 27 inclusive in Block 11 in Fox Lake Hills, Busse Area, Unit 1, being a subdivision in Section 1, Township 45 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 1", Document No. 827517, recorded June 16, 1954)

HAYES DEVELOPMENT COMPANY, an Illinois corporation, being the owner of the following described real estate:

Lots 1 to 12 inclusive in Block A; Lots 13 to 49 inclusive and Lots 56 to 61 inclusive in Block B; Lots 1 to 4 inclusive and Lots 58 to 76 inclusive in Block C; Lots 1 to 52 inclusive in Block E; Lots 1 to 18 inclusive in Block F; Lots 1 to 12 inclusive in Block H; Lots 1 to 26 inclusive in Block I; and Lots 1 to 3 inclusive in Block J in Fox Lake Hills, Chesney Area, Unit 1, being a subdivision in Section 36, Township 45 North and 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 2", Document No. 827522, recorded June 16, 1954)

HAYES DEVELOPMENT COMPANY, an Illinois corporation, being the owner of the following described real estate:

Lots 5 to 23 inclusive in Block C; Lot 57 in Block C; Lots 1 to 3 inclusive in Block D; Lots 34 to 42 inclusive in Block D; and Lots 1 and 2 in block E, in Fox Lake Hills, Chesney Area, Unit 2, being a subdivision in Section 36, Township 45 North and 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 3", Document No. 861385, recorded April 16, 1955)

HAYES DEVELOPMENT COMPANY, an Illinois corporation, being the owner of the following described real estate:

Lots 13 to 22 inclusive in Block A; Lots 62 and 63 in Block A; and Lots 1 to 12 inclusive in Block B, in Fox Lake Hills, Chesney Area, Unit 3, being a subdivision in Sections 1 and 36, Township 45 North and 46 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 4", Document No. 880459, recorded September 7, 1955)

STANTON BAY COMPANY, an Illinois corporation, being the owner of the following described real estate:

Lots 3 to 20 inclusive in Block 2; Lots 1 to 30 inclusive in Block 3; Lots 1 to 19 inclusive in Block 4; Lots 1 to 16 inclusive in Block 5; Lots 1 to 29 inclusive in Block 6; Lots 1 to 38 inclusive in Block 7; in Orchard Gardens of Fox Lake Hills, being a Subdivision of a part of Lot A in Fox Lake Hills, Busse Area, Unit No. 1, in Section 1, Township 45 North, Range 9, East of the Third Principal Meridian, in Lake County, Illinois, according to the plat of said Orchard Gardens recorded July 8, 1955 as Document No. 873005 in Book 33 of Plats, page 37.

(Hereinafter referred to as "Declaration No. 5", Document No. 883247, recorded September 29, 1955)

WILDWOOD ON GAGES LAKE, INC., an Illinois corporation, being the owner of the following described real estate:

Lots 1 to 25 inclusive in Block 12; Lots 1 to 17 inclusive in Block 13; Lots 1 to 19 inclusive in Block 9 being a subdivision of all that part of Lot "A" in Fox Lake Hills, Busse Area, Unit 1, lying east of the easterly line of Grand Avenue and South of a line drawn parallel to the south line of Section 1, Township 45 North, Range 9 east of the Third Principal Meridian and 1372.40 feet north thereof (measured at right angles thereto) all in Fox Lake Hills, Busse Area, Unit 1, aforesaid, a subdivision of a part of the South half of Section 1, Township 45 North, Range 9 east of the Third Principal Meridian according to the plat thereof recorded in the recorder's office of Lake County, Illinois in Book 33 of Plats on page 7 situated in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 6", Document No. 956944, recorded May 18, 1957)

WILDWOOD ON GAGES LAKE, INC., an Illinois corporation, being the owner of the following described real estate:

Lots 1 to 20 inclusive in Block 14; Lots 1 to 17 inclusive in Block 15; Lots 15 to 29 inclusive in Block 16; Lots 13 to 15 inclusive in Block 18 being a Subdivision of all that part of Lot "A" in Fox Lake Hills Busse Area Unit 1, lying east of the Easterly line of Grand Avenue and North of a line drawn parallel to the South line of Section 1, Township 45 North, Range 9 East of the Third Principal Meridian and 1372.4 feet North thereof (measured at right angles thereto) all in Fox Lake Hills Busse Area Unit 1, aforesaid, a Subdivision of a part of the South Half of said Section 1, according to the plat thereof recorded in the Recorder's Office of Lake County, Illinois in Book 34 of Plats. Also being a Subdivision of Lot "X" in Orchard Gardens of Fox Lake Hills Unit 2, according to the plat thereof recorded in the Recorder's Office of Lake County, Illinois as Document No. 961679. All situated in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 7", Document No. 967301, recorded October 3, 1957)

HAYES DEVELOPMENT COMPANY, an Illinois corporation, having been the owner of all of the real estate in a subdivision known as:

Fox Lake Hills, Chesney Area, Unit No. 4, being a subdivision in Section 1, Township 45 North, Range 9, East of the Third Principal Meridian, and Section 36, Township 46 North, Range 9, East of the Third Principal Meridian, according to the plat thereof, recorded June 15, 1956, as Document 912128, in Book 33 of Plats, Page \_\_\_\_, in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 8", Document No. 918114, recorded December 31, 1957)

FOX LAKE HILLS, INC., an Illinois corporation, being the owners of the following described real estate:

Unit No. 3 of Orchard Gardens of Fox Lake Hills, being a subdivision of Lot "B" in Orchard Gardens of Fox Lake Hills Unit No. 2A, a subdivision of a part of Section 1, Township 45 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 20, 1959 as Document 1041966. Situated in Lake County, Illinois.

(Hereinafter referred to as "Declaration No. 9", Document No. 1042357, recorded August 24, 1959)



STATE OF ILLINOIS        )  
                                      ) SS.  
COUNTY OF LAKE        )

I, \_\_\_\_\_, state that I am the \_\_\_\_\_  
of the Board of Directors of the Fox Lake Hills Property Owners' Association, and that a  
copy of the foregoing Amended and Restated Consolidated Declaration, Constitution  
and By-Laws was either delivered personally to each Unit Owner at the Association or  
was sent by regular U. S. Mail, postage prepaid, to each Unit Owner in the Association  
at the address of the unit or such other address as the Owner has provided to the Board  
of Directors for purposes of mailing notices. I further state that the Unit Owners did not  
file a petition with the Board, pursuant to the requirements of Section 1-60 of the Illinois  
Common Interest Community Act, objecting to the adoption of this Amended and  
Restated Consolidated Declaration, Constitution and By-Laws.

\_\_\_\_\_

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

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

My Commission Expires: \_\_\_\_\_