

**AMENDMENT TO THE
DECLARATION OF
COVENANTS,
CONDITIONS AND
RESTRICTIONS FOR
CHESTNUT HILL
ASSOCIATION**



Doc#: 1414245015 Fee: \$74.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/22/2014 09:34 AM Pg: 1 of 19

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration of Covenants, Conditions and Restrictions (hereafter the

"Declaration") for Chestnut Hill Association, (hereafter the "Association"), which Declaration was recorded on October 1, 1975 as Document Number 28-32-428 in the Office of the Recorder of Deeds of Cook County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A", which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Board of Directors and Unit Owners desire to correct an error in that the By-Laws for the Association were never recorded with the Cook County Recorder of Deeds; and

This Amendment is adopted pursuant to Section 1-60 of the Illinois Common Interest Community Act. Said Section provides that if there is an omission or error in the Declaration or By-Laws, the Association may correct the error or omission by an amendment to the Declaration or By-Laws in such respects as may be required to conform to this Act, and any other applicable statute or to the declaration by vote of two-thirds of the members of the Board of Directors. No amendment shall become effective until recorded.

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

This document prepared by and after recording

to be returned to:

ROBERT B. KOGEN

Kovitz Shifrin Nesbit

750 Lake Cook Road, Suite 350

Buffalo Grove, IL 60089 — (847) 537-0500

WHEREAS, an Affidavit signed by an officer of the Association is attached hereto, certifying that said instrument has been approved, at a meeting called for such purpose, by two-thirds of the Board of Directors, as evidenced by the

CHESTNUT HILLS ASSOCIATION

BY-LAWS

By-Laws of Association

* * * * *

ARTICLE I

Member (Owner)

Section 1. Eligibility. The members of CHESTNUT HILLS ASSOCIATION, an Illinois not-for-profit organization, shall consist of the respective Owner of the Property located in the Village of Flossmoor, Illinois (called "Property"), in accordance with the respective percentage of ownership interest in the Common Elements of the Property owned by the respective Owner (these and other terms are used in these By-Laws as they are defined in the CHESTNUT HILLS ASSOCIATION Declaration of Covenants, Conditions and Restrictions, which Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois. The words "member" or "members" as used in these By-Laws mean and shall refer to "Owner" as defined in the Declaration).

Section 2. Succession. The membership of each Owner shall terminate when he ceases to be an Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest, together with the specific Garage Unit or parking space assigned to the Owner.

Section 3. Regular Meetings. Meetings of Owners shall be held at such place in Cook County, Illinois, as may be specified in the notice of the meeting. The first regular annual meeting of Owners (the "First Meeting") shall be held not less than sixty (60) days after Trustee has sold and delivered its deed for at least 51% of the Lots or Living Units. For purposes of this provision, 51% of the Lots or Living Units shall mean Lots or Living Units which correspond, in the aggregate, to 51% of the ownership interest in the Common Elements, as set forth in Exhibit "B" of the Declaration. Subsequent to the First Meeting, there shall be a regular annual meeting of Owners held each year on the anniversary of the First Meeting. All such meetings of Owners shall be held at such place in Cook County, Illinois, and at such time as specified in the written notice of such meeting which shall be delivered to all Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of the Owners may be called by the President or by a majority of the directors of the Board, or by Owners having at least three-fifths (3/5) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all Owners not less than ten (10) days prior to the date of said

meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 5. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail to an Owner at the address given to the Board by said Owner for such purpose, or to the Owner's Lot or Living Unit, if no address for such purpose has been given to the Board.

Section 6. Voting. The aggregate number of votes for all Owners shall be one hundred (100), and shall be divided among the respective Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Owner consists of more than one person, the voting rights of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Owner. The Trustee may exercise the voting rights with respect to Lots or Living Units owned by it.

Section 7. Quorum. A quorum of Owners for any meeting shall be constituted by Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (sometimes referred to herein as the "Board") shall consist of nine (9) members (hereinafter referred to as "Directors"). Directors shall be elected by a majority of the votes present at the regular annual meeting of Association members, except that the Directors listed in the Articles of Incorporation of the Association (hereinafter called "Members of the First Board") shall be appointed by the beneficiaries of the Trustee. Every Director, except for six (6) members of the First Board, shall hold office for the term of three (3) years and until his successor shall be elected and qualified. Three (3) Members of the First Board shall hold office only until the first regular meeting of Association members, and three (3) other Members of the First Board shall hold office only until the second regular annual meeting of Association members.

Section 2. Qualification. Each Director shall be an Owner or the spouse of an Owner (or, if an Owner is a corporation, partnership or trust, a Director may be an officer, partner or beneficiary of such Owner), except for Members of the First Board. If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board may be filled by majority vote of the remaining members thereof, and any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director which he succeeds.

Section 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meetings of Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any Director may be removed, from office for cause by the vote of two-thirds (2/3) of the total ownership of the Common Elements.

Section 6. Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Owners.

Section 7. Quorum. Five (5) Directors shall constitute a quorum.

Section 8. Powers and Duties. The Board shall have the following powers and duties:

(a) To elect and remove the officers of the Association as hereinafter provided;

(b) To administer the affairs of the Association and the Property;

(c) To engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the initial Board, elected as provided herein, shall ratify and approve the Management Agreement between the Trustee, on behalf of the Association, and a management corporation, which will be a corporation related to the beneficiary of the Trustee, to act as Managing Agent for the Property at a fixed annual rate of Thirty Six Thousand Dollars (\$36,000.00) for a term of three (3) years after eighty percent (80%) of the Lots or Living Units are sold, which ratification and approval shall not be subject to the provisions of Article IV, Section 5 hereof;

(d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) To adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

(h) To appoint committees of the Board and to delegate to such committees the Board Authority to carry out certain duties of the Board;

(i) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided;

(j) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Owners; and

(k) To exercise all other powers and duties of the Board or Owners as a group referred to in the Declaration and all powers and duties of a board of managers or a Board of Directors referred to in the Declaration or these By-Laws.

Section 9. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Owners.

ARTICLE III

Officers

Section 1. Designation. At each regular annual meeting, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) A President, who shall be a Director and who shall preside over the meetings of the Board and of the Owners, and who shall be the chief executive officer of the Association;

(b) A Vice President, who shall assist the President and assume his duties in the President's absence;

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

(d) A Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(e) Such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of three (3) years and until his successor shall have been appointed or elected and qualified, except as stated herein in Article II.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners.

ARTICLE IV

Assessments

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other common expenses. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements or any other income producing operation within the Association. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Owner, not later than ninety (90) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Owner shall pay, as his respective monthly assessment for the common expenses one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such

when due his proportionate share of the common expenses and such Owner withholds possession of his Lot or Living Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Lot or Living Unit until the Owner has brought current his assessment to either with the other costs, fees and expenses incurred by the Board or the Association.

The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declaration, the Forcible Entry and Detainer Act, the Declaration or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 7. Discharge of Liens. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than against a particular Lot or Living Unit ownership only. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 8. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 9. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "B".

ARTICLE V

Use and Occupancy Restrictions

Section 1. General. No unlawful, noxious or offensive activities shall be carried on in any Lot or Living Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others. Each Owner shall maintain his Lot or Living Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Lot or Living Unit which may increase the cost or cause the cancellation of insurance on other Lots or Living Units or on the Common Elements. No Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside

his Lot or Living Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Lot or Living Unit, or install outside his Lot or Living Unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Association or Board or manager or Managing Agent. No Owner of a Lot or Living Unit shall display, hang, store or use any sign outside his Lot or Living Unit, in a hallway or elsewhere, or which may be visible from the outside of his Lot or Living Unit without the prior written permission of the Association or Board or manager or Managing Agent.

Section 2. Animals. No animals shall be raised, bred or kept in any Lot or Living Unit, except for dogs, cats or other household pets of an Owner, provided that they are not kept for any commercial purposes, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that they shall not, in the judgment of the Board, constitute a nuisance of others.

Section 3. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

Section 4. Use by Trustee. During the period of sale of the Lots or Living Units in the Property by the Trustee, the Trustee and its agents, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said building and Property as may be required. While the Trustee owns any of the Lots or Living Units and until each Lot or Living Unit sold by it is occupied by the purchasers, the Trustee and its employees may use and show one or more of such unsold or unoccupied Lots or Living Units as a model apartment or apartments and may use one or more of such unsold or unoccupied Lots or Living Units or one or more of the common rooms as a sales office, and may maintain customary signs in connection therewith.

Section 5. Storage. Articles of personal property belonging to any Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in the storage area specifically designated for the respective Owner by the Board or the Managing Agent.

Section 6. Wiring. No Owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Association, Board or Managing Agent.

ARTICLE VI

Contractual Powers

No contract or other transaction between this corporation and one or more of its Directors or between this corporation and any corporation, firm or association in which one or more of the Directors of this corporation are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

(b) The contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII

Amendments

These By-Laws may be amended or modified from time to time by action or approval of two-thirds (2/3) of the total ownership of the Common Elements. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

ARTICLE VIII

Indemnification

Section 1. General. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorneys' fees). Judgments, fines and amounts paid in settlement actually and reasonably incurred by or imposed on him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by

judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself, create a presumption that the person did not act in good faith and in a manner which is reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

The Association shall indemnify any person who was or is a party, or is threatened to be made, a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, except that indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association.

Section 2. Success on Merits. To the extent that a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1., or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3. Determination that Indemnification is Proper. Any indemnification under Section 1, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board of Directors or the officer or the member of such committee is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of those Directors who were not parties to such action, suit or proceeding; or (b) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion; or (c) by a majority of the members of the Association.

Section 4. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the member of the Board of Directors or the officer or the member of such committee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

Section 5. Non-Exclusivity. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall

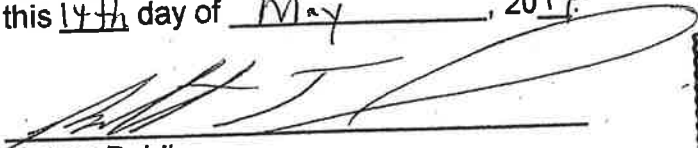
continue as to a person who has ceased to be a member of the Board of Directors or an officer or a member of such committee, and shall inure to the benefit of the heirs, executors and administrators of such a person.

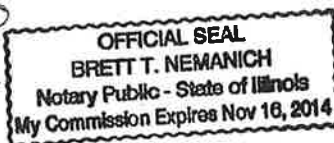
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Laura Sesol, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Chestnut Hill Association, and as such Secretary and keeper of the books and records of said condominium, I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Directors of said condominium, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on MAY 14, 2014 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amendment either was delivered personally to each unit owner at the Association or was sent by [regular/certified 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 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 Amendment to the Declaration.


Secretary of the Chestnut Hill Association

Subscribed and Sworn to before me
this 14th day of May, 2014.


Notary Public



Affidavit; and

WHEREAS, Section 1-20(a) of the Illinois Common Interest Community Act provides that the By-Laws of the Association shall be recorded.

NOW, THEREFORE, the Association hereby declares that the By-Laws attached to this amendment shall be the true and correct By-Laws for the Chestnut Hill Association.

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

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

APPROVED THIS 14th DAY OF May, 2014

BOARD OF DIRECTORS OF CHESTNUT HILL ASSOCIATION

Mildred C Jackson
Gail Morgan
Paula Mc Clelland
Therese
Joanna Gardner

ATTEST:

By: Therese
Secretary

Subscribed and Sworn to before me
this 14th day of May, 2014

[Signature]
Notary Public

