

BY-LAWS OF SHADOWOOD HOMEOWNER'S  
ASSOCIATION, A NOT FOR PROFIT CORPORATION  
ORGANIZED UNDER THE LAWS OF THE STATE OF ILLINOIS

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ARTICLE I  
PURPOSE AND POWERS

The purpose of the Corporation shall be for the common good of the lot owners of SHADOWOOD SUBDIVISION, and for the maintenance of the easements by the Association, and such other and further duties as it may assume or be required to partake in.

The Association shall be responsible for the general management and supervision of the easements and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not For Profit Corporation Act of the State of Illinois, which shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE II

OFFICERS, MEMBERS AND MEETINGS

SECTION 1. MEMBERSHIP, VOTING & SALES. The owners of each lot located in the Subdivision are members of the SHADOWOOD HOMEOWNER'S ASSOCIATION. Each lot is entitled to one (1) vote on any of the matters brought before the Association. In the event the record title holders or owners of a particular lot are unable to determine whom amongst them shall cast the vote and how it shall be cast, the Board of Directors of the Association may make such determination. If any member of the Board of Directors has any ownership or interest in said lot, he shall not vote to determine the voting membership. Membership in the Association is not transferable or assignable unless by sale of the particular lot. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association (herein referred to as "Voting Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to an assessment by the Association. Ownership of such Lot shall be the sole qualification of membership.

SECTION 2. BOARD OF DIRECTORS. The affairs of the Association shall be managed by its Board of Directors. The number of directors shall be three (3). Each director shall hold office until the next annual meeting of the members and until his successor shall have been elected and qualified.

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, within the State of Illinois, for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board may fix any place, within the State of Illinois, as the place for holding any special meeting of the board called by them.

SECTION 5. NOTICE. Notice of any special meeting of the board of directors shall be given at least five days previously thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

SECTION 6. QUORUM. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board, provided, that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7. MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, except where otherwise provided by-law or by these by-laws.

SECTION 8. VACANCIES. Any vacancy occurring in the board of directors or any directorship to be filled by reason of an increase in the number of directors, shall be filled by the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 9. COMPENSATION. Directors as such shall not receive any stated salaries or fees for their services.

SECTION 10. REGISTERED OFFICE. The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within the State of Illinois as the Board of Directors may from time to time determine.

SECTION 11. PROXIES. At any meeting of Voting Members, a member entitled to vote may either vote in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

SECTION 12. GENERAL POWERS OF THE BOARD. Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the following general powers and duties:

- (a) To elect the officers of the Association as hereinabove provided;

- (b) to administer the affairs of the Association and the easements;
- (c) to formulate policies for the Administration, management and operation of the easements thereof;
- (d) to adopt administrative rules and regulations governing the administration, management, operation and use of the easements, and to amend such rules and regulations from time to time;
- (e) to provide for the maintenance, repair and replacements of the easements and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, 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 easements;
- (g) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of such lots, their respective shares of estimated expenses as herein provided.

### ARTICLE III

#### Definition of Terms

SECTION 1. MAINTENANCE. The term "Maintenance" as used in these By-Laws, includes but is not limited to the following activities:

Grass cutting;

Landscaping;

Debris removal;

Maintenance, repair and replacement of easements, drainage easements, easement for detention, detention area easements, and access to detention easements, drainage ditches and slopes contiguous thereto, retention and detention areas within said easements;

Weed and mosquito control and the like.

### ARTICLE IV

#### MAINTENANCE OF DRAINAGE TILES, DRAINAGE EASEMENTS & SEWERS

The Association shall be responsible for the drainage easements, easement for detention, detention area easements, and access to detention easements, dredging, drainage tiles and curtain drains, if any in the easements.

### ARTICLE V

#### Officers

SECTION 1. OFFICERS. The officers of the corporation shall be a president, one or more vice presidents (the number

thereof to be determined by the board of directors), a treasurer, a secretary and such other officers as may be elected in accordance with the provisions of this article. The board of directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the board of directors. Any two or more offices may be held by the same person, except the offices of president and secretary.

**SECTION 2. ELECTION AND TERM OF OFFICE.** The officers of the corporation shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

**SECTION 3. REMOVAL.** Any officer or agent elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby.

**SECTION 4. VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term.

**SECTION 5. PRESIDENT.** The president shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the board of directors. He may sign, with the secretary or any other proper officer of the corporation authorized by the board of directors, any deeds, mortgages, bond, contracts, or other instruments which the board of directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these by-laws or by statute to some other officer or agent of the corporation; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

**SECTION 6. VICE PRESIDENT.** In the absence of the president or in the event of his inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents, in order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors.

**SECTION 7. TREASURER.** If required by the board of directors, the treasurer shall give a bond for the faithful discharge of duties in such sum and with such surety or sureties as the board of directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-laws; and in general perform all the duties incident to the office of treasurer and such other duties as

from time to time may be assigned to him by the president or by the board of directors.

**SECTION 8. SECRETARY.** The secretary shall keep the minutes of the meetings of the members and of the board of directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-laws; keep a register of the post office address of each member which shall be furnished to the secretary by such member; and in general perform all duties incident to the office of secretary and such other duties as from time may be assigned to him by the president or by the board of directors.

**SECTION 9. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES.** If required by the board of directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by the treasurer or the secretary or by the president or the board of directors.

#### ARTICLE VI

##### Committees

**SECTION 1. COMMITTEES OF DIRECTORS.** The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the board of directors in the management of the corporation.

**SECTION 2. OTHER COMMITTEES.** Other committees not having and exercising the authority of the board of directors in the management of the corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the president of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

**SECTION 3. TERM OF OFFICE.** Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

**SECTION 4. CHAIRMAN.** One member of each committee shall be appointed chairman.

**SECTION 5. VACANCIES.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**SECTION 6. QUORUM.** Unless otherwise provided in the resolution of the board of directors designating a committee, a majority of the whole committee shall constitute a quorum and

the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 7. RULES. Each committee may adopt rules for its own government not inconsistent with these By-laws or with rules adopted by the board of directors.

#### ARTICLE VII

##### Contracts, Checks, Deposits and Funds

SECTION 1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice president of the corporation.

SECTION 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

#### ARTICLE VIII

##### Certificates of Membership

SECTION 1. CERTIFICATES OF MEMBERSHIP. The board of directors may provide for the issuance of certificates evidencing membership in the corporation which shall be in such form as may be determined by the board. Such certificates shall be signed by the president or a vice president and by the secretary or an assistant secretary and shall be sealed with the seal of the corporation. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated or destroyed a new certificate may be issued therefor upon such terms and conditions as the board of directors may determine.

SECTION 2. ISSUANCE OF CERTIFICATES. When a member has been elected to membership and has paid any assessment that may then be required, a certificate of membership shall be issued in his name and delivered to him by the secretary, if the board of directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this Article.

#### ARTICLE IX

##### Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors and committees

having any of the authority of the board of directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

#### ARTICLE X

##### Fiscal Year

The fiscal year of the corporation shall be the calendar year and begin on the first day of January and end on the last day of December in each year.

#### ARTICLE XI

##### Assessments

SECTION 1. ASSESSMENTS. The board of directors may determine from time to time the amount of assessments, if any, payable to the corporation by members.

SECTION 2. PAYMENT OF ASSESSMENTS. Assessments, if any, shall be payable in advance on the first day of January in each year. Assessments of a new member shall be prorated from the first day of the month in which such new member is elected to membership, for the remainder of the fiscal year of the corporation.

SECTION 3. DEFAULT AND TERMINATION OF MEMBERSHIP. When any member shall be in default in the payment of assessments for a period of six (6) months from beginning of the period for which such assessments become payable, the Association may file a statement indicating the same, which statement shall become a lien upon the real property located within the Subdivision. Said unpaid assessments shall bear interest as shall be determined by the membership at its Annual Meeting.

SECTION 4. PREPARATION OF ESTIMATED BUDGET. Each year on or before December 1, the Board will estimate the total amount necessary to pay the cost of materials, taxes, insurance, services and supplies which will be required during the next calendar year for the rendering of all services authorized by the Board, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate ("Estimated Cash Requirement"), with reasonable itemization thereof. The Estimated Cash Requirement shall be assessed equally among all owners of lots as provided in the Declaration of Covenants, Conditions and Restrictions. On January 1 of the ensuing calendar year, and the first of each and every month of said year, each Owner of a Lot shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the next amount over or short of the actual expenditures, plus reserves. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

**SECTION 5. REMEDIES FOR FAILURE TO PAY ASSESSMENTS.** Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, the assessments shall bear interest from the due date at the rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessments. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid on the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale. Said lien shall take effect and be in force; provided, however, that the lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien unless so provided as a result of a judicial sale pursuant to a decree of foreclosure.

#### ARTICLE XII

##### Seal

The board of directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois."

#### ARTICLE XIII

##### Weiver of Notice

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

#### ARTICLE XIV

##### Amendments to By-Laws

These By-laws may be altered, amended or repealed and new by-laws may be adopted by a majority of the directors present at any regular meeting or at any special meeting, provided that at least five days' written notice is given of intention to alter, amend or repeal or to adopt new by-laws at such meeting.

#### ARTICLE XV

##### Failure of Corporation to Act

In the event either the Board of Directors or the members or the corporation fail to act in the maintenance of the Common

Area and easements when upkeep or necessity requires, for a period in excess of six months, any appropriate governmental agency may assume said powers, duties and responsibilities in said maintenance. Upon such assumption and responsibility, the homeowners in the subdivision, as members of the corporation, shall be responsible for the costs incurred in said maintenance, upkeep and the like.

Upon their failure to pay a bill within six months as submitted by said appropriate governmental agency, said governmental agency may prepare and file a lien which the homeowners agree will be first, prior and paramount to all other liens except first mortgages; they do hereby acknowledge that they are creating a new right of lien in the appropriate governmental agency upon their assumption of the rights, duties and obligations of the Lot owners.

#### ARTICLE XVI

The corporation is empowered to make such rules, regulations and the like from time to time as may be necessary for the best use, health, safety and enrichment of the easements as they may determine from time to time.

#### ARTICLE XVII

##### Amendments

These By-Laws may be amended or modified from time to time by action or approval of the Voting Members entitled to cast three-fourths (3/4) of the total votes computed as provided hereinabove. Such amendments shall be recorded in the Office of the Recorder of Deeds of McHenry County, Illinois.

#### ARTICLE XVIII

##### Interpretation

In the case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration of Covenants, Conditions and Restrictions and these By-Laws the Declaration shall control.

#### ARTICLE XIX

##### Definition of Terms

The terms used in these By-Laws shall have the same definition as set forth in the Declaration to the extent such terms are defined therein.

#### ARTICLE XXX

##### Recorded Easements

Whenever and wherever easements are referred to in these By-laws, the designation of easements specifically applies only to those easements depicted on the plat of Shadowood, as drainage easements, easement for detention, detention area easements, and access to detention easements, which plat is recorded with the Recorder of Deeds of McHenry County, on April 26, 1988, bearing Document No 88R011483

1954L

DECLARATION OF EASEMENT

*Phyllis K. Walters*

88R 040885

This Declaration made this 5<sup>th</sup> day of November, 1988, by and between Maywood-Proviso State Bank, not individually but solely as Trustee under the provisions of a Trust Agreement dated the 1st day of June, 1978, and known as Trust No. 4733, (hereinafter referred to as "Declarant").

ARTICLE I

Declaration - Purposes

SECTION 1: General Purposes. The Declarant is the owner of certain real property located in McHenry County, Illinois. The Declarant desires to subject the real property described in Article II, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

SECTION 2: Declaration. To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article II, whether or not referred to in any deed of conveyance of such property, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. The provisions of this declaration are intended to create privity of contract and estate between the grantees of such real property, their heirs, successor and assigns; and to operate as covenants running with the land for the benefit of real property becoming subject to this declaration, and the respective owners of such real property, present and future. The Declarant is willing to grant the easement over, upon, along, under, through and with reference to said real property for the purpose herein specified.

NOW, THEREFORE, the Declarant does hereby declare that the following rights, easements, covenants, burdens, uses and privileges shall and do exist at all times hereafter among the

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C.F. Langille  
300 N. Ridge  
McHenry, IL 60050

several owners, purchasers or mortgages of all or some part of the real property described in the manner and to the extent herein set forth, and that the declarations contained herein shall be binding upon and inure to the benefit of the real property, or any portion thereof in this instrument described.

## ARTICLE II

### Real Property

SECTION 1: Real Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in McHenry County, Illinois, and more particularly described in Exhibit A, which is annexed hereto and made a part hereof.

SECTION 2: Easement. The real property as legally described hereinbefore in Article II, Section 1, and as depicted on Exhibit A, shall be subject to the easement (hereinafter called "Landscape Maintenance Easement"), more particularly depicted in a plat of easement for landscape maintenance purposes dated October 17, 1988, prepared by Nunzio Casalino, registered Illinois Land Surveyor, in Exhibit B, which is annexed hereto and made a part hereof.

SECTION 3: Grant of Landscape Maintenance Easement. Declarant for itself, its successors and assigns, hereby declares that the real property legally described in Article II, Section 2, and as depicted in Exhibit B shall be a non-exclusive Landscape Maintenance Easement for the sole purpose of landscape maintenance in, over, along, upon, under, through, and across the Landscape Maintenance Easement and the right to use said Landscape Maintenance Easement for the use and benefit of the Real Property described in Article II, Section 1, and Exhibit A hereof. The Declarant, its successors and assigns, shall be responsible for the maintenance, upkeep, repair, and replacement of the Landscape Maintenance Easement legally described in Article II, Section 2, and as depicted in Exhibit B.

ARTICLE III

Covenants, Conditions, and Restrictions

SECTION 1: Planting and Drainage. Declarant reserves for itself the right to protect from erosion the land described in the Landscape Maintenance Easement by planting grass, trees, plants and shrubs and erecting boulders and an entrance sign depicting "Shadowood" where and to the extent deemed necessary.

SECTION 2: Landscape Maintenance. No dumping of trash, garbage, or any unsightly or offensive material shall be placed upon such Landscape Maintenance Easement.

SECTION 3: Building Restriction. It is expressly understood and agreed that no building, tent, trailer, or other structure, either temporarily or permanently, excepting the entrance sign depicting "Shadowood", shall be erected or caused to be erected in the Landscape Maintenance Easement.

SECTION 4: Preservation. The Declarant is obligated by these covenants to landscape, clean out, preserve, clear out, maintain, and take care of the Landscape Maintenance Easement.

SECTION 5: Intent. It shall be the intent and purpose of these restrictions and covenants to maintain, preserve and enhance the Landscape Maintenance Easement.

ARTICLE IV

General Provisions

SECTION 1: Duration. The covenants and restrictions set forth in this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owners of any land subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of

change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

SECTION 2: Notices. Any notice sent or required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as the owner on the records of the McHenry County Tax Collector at the time of the mailing.

SECTION 3: Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce these covenants. Failure by any owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

SECTION 4: Modification. By recorded supplemental declaration, the Declarant may modify any of the provisions of this Declaration or any supplemental declaration for the purposes of clarification or otherwise, and Declarant reserves hereunder and has the right to execute and record such modification which shall change the substantive provisions of this declaration or any supplemental declaration or materially alter the rights of any owner established by any such document.

SECTION 5: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

SECTION 6: Easements Running With The Land. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns.

SECTION 7: Utility Easements. The Declarant, as owner of legal title to the Landscape Maintenance Easement legally described in Article II, Section 2, and as depicted in Exhibit B, shall have the right to maintain and grant utility and other easements which do not interfere with the use and enjoyment of the easements granted in this document.

SECTION 8: Reservation of Right by Declarant. Notwithstanding any provision to the contrary in this Declaration of Easement, the Landscape Maintenance Easement herein created shall be subject to the right of Declarant to execute all documents and do all other acts and things affecting the Landscape Maintenance Easement, which in Declarant's opinion, is desirable in connection with Declarant's rights hereof.

SECTION 9: Deed or Mortgage Reference. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said real estate as fully recited and set forth in their entirety in such documents.

SECTION 10: Land Trustee. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Declarant ("Trustee"), while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred

upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Maywood-Proviso State Bank, individually, or any of the beneficiaries under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the foregoing instrument has been executed and its corporate seal thereunto affixed, on the day and year first above written by the officers of the undersigned thereunto duly authorized.

MAYWOOD-PROVISO STATE BANK, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated the 1st day of June, 1978, and known as Trust No. 4733

By:   
Its Vice President and Trust Officer


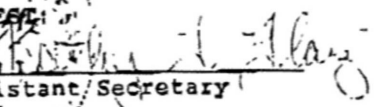
  
  
Assistant Secretary



EXHIBIT A

Lots 1 to 44, both inclusive, in Shadowood Subdivision, being a part of the North 61 rods of the Southeast Quarter of Section 23, AND ALSO of the South 30 acres of the Northwest Quarter of the Southwest Quarter of Section 24, all in Township 45 North; Range 7 East of the Third Principal Meridian, according to the Plat thereof recorded April 26, 1988, as Document No. 88R11483, in McHenry County, Illinois.

PLAT OF EASEMENT 88R 040885

OF EAST 50.00 FEET OF SOUTH 50.00 FEET OF LOT 43 IN SHADOWOOD SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 23 AND 24, TOWNSHIP 45 NORTH, RANGE 07, EAST OF THE THIRD PRINCIPAL MERIDIAN IN McHENRY COUNTY, ILLINOIS.

Exhibit B



SCALE 1" = 40'

88R 040885

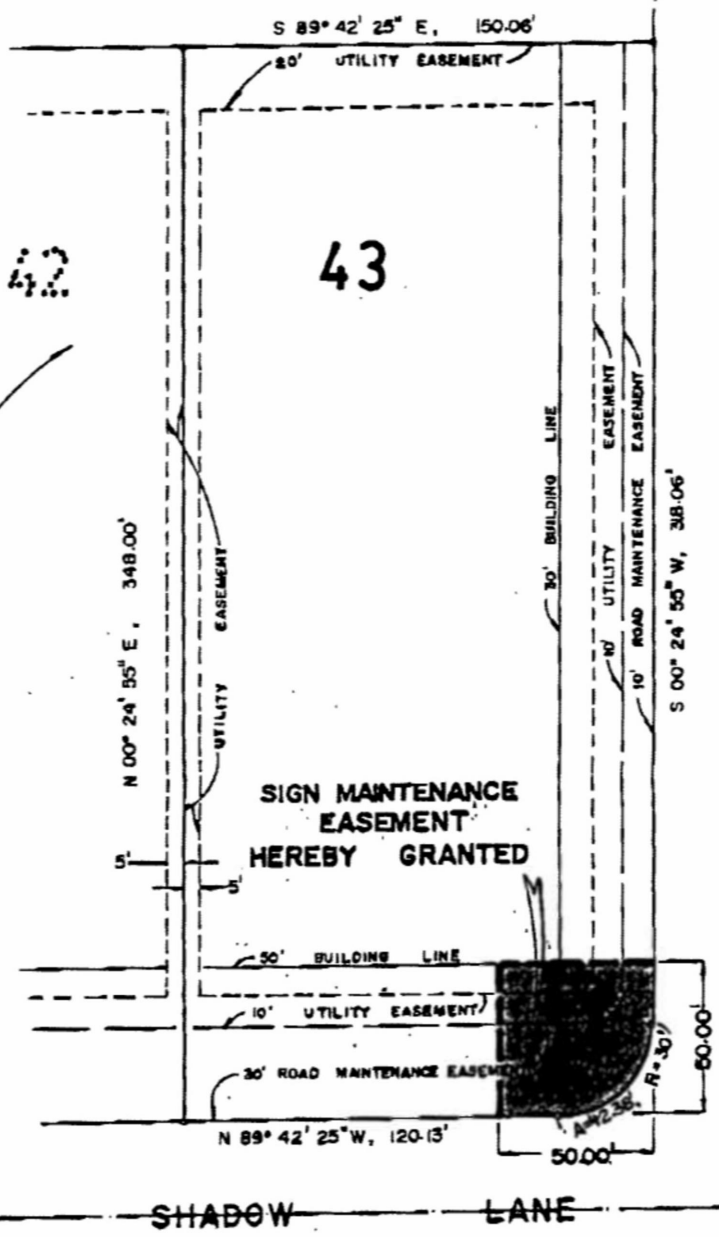
88R 040885

88R 040885

SHADOWOOD SUBDIVISION  
(RECORDED APRIL 26, 1988)  
(DOC. # 88-R011483)

SHADOWOOD

THOMPSON ROAD



88-24-0188

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )

I MUNIZIO CASALINO, ILLINOIS REGISTERED LAND SURVEYOR NUMBER 35-2457, HAVE PREPARED THIS PLAT FROM EXISTING PLATS AND RECORDS FOR EASEMENT PURPOSE. GIVEN UNDER MY HAND AND SEAL AT BLOOMINGDALE, ON THIS 17TH DAY OF OCTOBER A.D. 1988.

*Munizio Casalino*  
REGISTERED LAND SURVEYOR



PREPARED BY:

M. CASALINO  
(Engineers & Surveyors)  
128 RIDGE  
BLOOMINGDALE, IL. 60108  
TEL: (312) 893-2600  
OCTOBER 17, 1988

8687A

McHENRY COUNTY  
RECORDER  
PHYLLIS K. WALTERS

88R 033440

88 OCT 17 PM 4:26

DECLARATION OF EASEMENT

*P. K. Walters*

KNOW ALL MEN BY THESE PRESENTS that the MAYWOOD-PROVISO STATE BANK, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated the 1st day for June, 1978, and known as Trust No. 4733, the Grantor herein, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is herewith acknowledged, does hereby expressly grant and reserve to the NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, and ILLINOIS BELL TELEPHONE COMPANY, Grantees, and their respective successors and assigns, jointly and severally, as follows:

1. An easement is hereby reserved for and granted to NORTHERN ILLINOIS GAS COMPANY, in all platted "easement" areas, streets, alleys, other public ways and places shown on the this plat, said easement to be for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances for the purpose of serving all areas shown on this plat as well as other property, whether or not contiguous thereto. No buildings or other structures shall be constructed or erected in any such "easement" areas, streets, alleys, or other public ways or places nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.
2. An easement for serving the subdivision and other property with electric and communications service is hereby reserved for and granted to COMMONWEALTH EDISON COMPANY and ILLINOIS BELL TELEPHONE COMPANY, to install, operate, maintain and remove, from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and sounds and signals in, over, under, across, along and upon the surface of the property shown within the dotted lines on the plat and marked "Easement", and the property designated on the plat for streets and alleys, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut,

*(M)* CF Langille  
300 Ridge Rd  
McHenry, Ill

*200*

trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees' facilities or in, upon or over the property within the dotted lines marked "Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

IN WITNESS WHEREOF, the MAYWOOD-PROVISO STATE BANK, as Trustee as aforesaid, has caused these premises to be executed by its Vice President and Trust Officer and attested by its Assistant Secretary this 1st day of September, 1988.

MAYWOOD-PROVISO STATE BANK, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated the 1st day of June, 1978, and known as Trust No. 4733

By: [Signature]  
Its Vice President and Trust Officer

ATTEST:

[Signature]  
Assistant Secretary

STATE OF ILLINOIS)  
 ) SS  
 COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARGARET J. BRENNAN, Vice President and Trust Officer of the MAYWOOD-PROVISO STATE BANK, and KATHY T. FLAIZ, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee under the provisions of a Trust Agreement dated the 1st day of June, 1978, and known as Trust No. 4733, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of September, 1988.

*Sherrie L. Pierce*  
 NOTARY PUBLIC

My commission expires:

6-14-92

Prepared by:

Alfred S. Druth, Esq.  
 Epton, Mullin & Druth, Ltd.  
 140 South Dearborn Street  
 Suite 1200  
 Chicago, IL 60603

"OFFICIAL SEAL"  
 Sherrie L. Pierce  
 Notary Public, State of Illinois  
 My Commission Expires 9/14/92

88R 034549

88 OCT 26 PM 3:26

8690A

*Phyllis K. Walters*

FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
SHADOWOOD SUBDIVISION

THIS FIRST AMENDMENT TO DECLARATION made on the date herein-  
after set forth by the MAYWOOD-PROVISO STATE BANK, a corporation  
of Illinois, as Trustee under the provisions of a Trust Agreement  
dated June 1, 1978, and known as Trust No. 4733, hereinafter  
referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant did on the 26th day of April, 1988, execute  
that certain "Declaration of Covenants, Conditions and Restric-  
tions for Shadowood Subdivision" (the "Declaration"), and recorded  
the same on April 27, 1988, as Document No. 88R011715 with the  
Recorder of Deeds of McHenry County, Illinois, for purposes of  
subjecting certain "Properties" described therein to the  
easements, restrictions, covenants, conditions, reservations,  
liens and charges set forth in the Declaration; and

WHEREAS, Declarant desires to amend the aforesaid Declaration  
as hereinafter stated.

NOW, THEREFORE, Declarant hereby declares as follows:

1. That the Declaration for Shadowood Subdivision is hereby  
amended by adding Section 11 - Driveways to Article V, General  
Restrictions for the Lots, as follows:

88-35-1576

*1988*

## ARTICLE V

General Restrictions for the Lots

Section 11: Driveways. Driveways on a lot shall be constructed with a hard surface including, but not limited to, such materials as asphalt, concrete, or brick; excepting, however, Lot 44 of the Shadowood Subdivision from this requirement.

2. That the Declaration for Shadowood Subdivision, excepting Lot 10 of the Shadowood Subdivision, is hereby amended by deleting Article VII, Section 2 - Dwelling Cost, Quality and Size, subparagraphs (a) and (b) and substituting in lieu thereof an amended Article VII, Section 2 - Dwelling Cost, Quality and Size, subparagraphs (a) and (b) as follows:

## ARTICLE VII

Building Requirements for LotsSection 2: Dwelling Cost, Quality and Size.

(a) The finished floor area of the single-family dwelling, exclusive of porches, breezeways and garages, shall not be less than 2,000 square feet total living area for a one-story, single-family dwelling, and not less than 2,200 square feet total living space for a bi-level, or tri-level, single family dwelling, and not less than 2,400 square feet total living area for a single-family dwelling of two stories.

(b) A garage shall be built at the same time as the private residence and must be built as an integral and permanent part of said residence, or attached thereto.

3. That the Declaration for Shadowood Subdivision is hereby amended by deleting Article VII, Section 3 - Land Use and Building Type for Lots and substituting in lieu thereof an amended Article VII, Section 3 - Land Use and Building Type for Lots as follows:

ARTICLE VII

Building Requirements for Lots

Section 3: Land Use and Building Type for Lots.

- (a) No Lot shall be used except for residential purposes.
- (b) No residential building which would exceed two and one-half stories in height, or a private attached garage for more than four cars, shall be erected, altered, placed or permitted to remain on any Lot.

4. That the Declaration for Shadowood Subdivision is hereby amended by deleting Article VII, Section 6 - Signs and substituting in lieu thereof an amended Article VII, Section 6 - Signs as follows:

ARTICLE VII

Building Requirements for Lots

Section 6: Signs. No sign of any kind shall be displayed to the public view on any Lot except, one sign of not more than five square feet to advertise the property for sale or rent; or one sign of not more than 100 square feet used by the declarant, developer, or builder to advertise the property during the

construction and sales period. Notwithstanding anything to the contrary in this Declaration of building and use restrictions and protective covenants, the declarant, developer, and builder may erect signs on any Lot that they may own, advertising the sale of Lots and residences in future land to be developed and sold adjoining and connected to this subdivision by any roads.

5. That the Declaration for Shadowood Subdivision is hereby amended by deleting Article XII - Insurance and substituting in lieu thereof an amended Article XII - Insurance as follows:

**ARTICLE XII**

Insurance

The Association shall be responsible for maintaining comprehensive public liability insurance, including liability for property damage; injuries to and death to persons; and other liability insurance it may deem desirable; in such limits as it shall deem desirable insuring the Association from liability in connection with the maintenance, obligations, and/or use of the Recorded Easements and the Dedicated Public Roadway and Roadway Maintenance Easement.

The Association shall further be responsible for maintaining such policies of insurance for the Recorded Easements and the Dedicated Public Roadway and Roadway Maintenance Easement as the Association may deem desirable and may also obtain such other

kinds of insurance as the Association shall from time to time deem prudent.

The Association shall be responsible to, hold harmless and indemnify Greenwood Township, a body politic and corporate, including liability for property damage, injuries to and deaths of persons, if any, arising from liability, negligence, or fault, for accidents caused by any existing trees, other objects, or improvements in the Dedicated Public Roadway and Roadway Maintenance Easement.

The Association shall further be responsible for issuing a Certificate of Insurance to Greenwood Township, a body politic and corporate, acceptable to the Highway Commissioner of Greenwood Township naming Greenwood Township as an additional insured.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 28th day of September, 1988.

MAYWOOD-PROVISO STATE BANK, a corporation of Illinois, as Trustee under the provisions of a Trust Agreement dated June 1, 1978, and known as Trust No. 4733

By: [Signature]  
Its Vice President and Trust Officer

MAYWOOD  
ATTEST  
By: [Signature]  
Assistant Secretary

