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**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND  
RESTRICTIONS  
FOR  
ANTIOCH GOLF CLUB COMMUNITY ASSOCIATION**

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**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND  
RESTRICTIONS  
FOR  
ANTIOCH GOLF CLUB COMMUNITY ASSOCIATION**

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**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND  
RESTRICTIONS  
FOR  
ANTIOCH GOLF CLUB COMMUNITY ASSOCIATION**

This document (hereafter referred to as the “Amended and Restated Declaration” or “Declaration”) is recorded for the purpose of amending and restating that certain Declaration of Easements, Covenants and Restrictions (hereafter referred to as “Original Declaration”), as previously amended from time to time, for the Antioch Golf Club Community Association (hereafter referred to as “Association”), formerly known as the Harbor Ridge Homeowners Association, which Original Declaration was recorded on May 31, 1978 as Document No. 1920598 in the Office of the Recorder of Deeds of Lake County, Illinois, against the property (hereafter referred to as “Property” or “Total Property”) legally described in Exhibit “A” attached hereto.

This Amended and Restated Declaration is adopted pursuant to the provisions of Section 18.5(h)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/18.5. This section of the Act provides that, where there is an omission or error in the Original Declaration or other instrument of the Association, the Association may correct the error or omission by an amendment in order to conform to the provisions of the Act. Such an amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Directors (the “Board”) of the Association unless the Board's action is rejected by a majority of the votes of the unit owners or rejected by resolution of managers or board of directors of condominium and common interest community associations which select over fifty percent (50%) of the members of the Board of Directors of the Association.

**RECITALS**

WHEREAS, by a Declaration of Condominium Ownership recorded on November 6, 1996, as Document No. 3896648 in the Office of the Recorder of Deeds of Lake County, Illinois, the Association is a Master Association as defined in Section 18.5 of the Act; and

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the Original Declaration is in conflict; and

WHEREAS, because of this conflict between the language of the Original Declaration and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Directors of the Association; and

WHEREAS, Section 18.5(h)(1) of the Act provides a procedure for amending the Original Declaration to correct omissions and other errors in the Original Declaration; and

WHEREAS, this Amended and Restated Declaration was approved by at least a two-thirds (2/3) of the members of the Board of the Association at a duly called meeting held November 11, 2025; and

WHEREAS, the Board of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act; and

WHEREAS, the requisite number of unit owners failed to submit a written petition, and/or the requisite number of board of managers or board of directors of the underlying associations failed to provide written resolutions, to the Board of the Association within thirty days of the Board's action, as provided by Section 18.5(h)(3) of the Act;

NOW THEREFORE, the Original Declaration is hereby replaced, and is amended and restated as follows:

## **ARTICLE I**

### **DEFINITIONS**

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 Act. The Condominium Property Act of the State of Illinois, as amended from time to time.

1.02 Apartment Building. Any multiple dwelling building or any townhouse or cluster building heretofore or hereafter constructed on the Development Property and not submitted to the Act.

1.03 Association. Antioch Golf Club Community Association (formerly known as Harbor Ridge Homeowners Association), its successors and assigns.

1.04 Community Areas. Those portions of the Development Property which have been selected for use as roads, driveways, walkways, bicycle paths, outside parking areas, landscaped areas, lakes, ponds, recreational facilities and other facilities for the common use, benefit and enjoyment of the Owners.

1.05 Condominium Building. Any multiple dwelling building or any townhouse or cluster building heretofore or hereafter constructed on the Development Property and submitted to the Act.

1.06 Development Property. All of the land, property and space comprising the real estate described in Section 2.02 hereof.

1.07 Member. Each owner who is a member of the Association as provided in Section 5.01 hereof.

1.08 Occupant. Person or persons, other than an Owner or Tenant, in possession of a Unit.

1.09 Owner. Any person or persons whose estates or interests, in the aggregate, constitute ownership of a Unit, and any person or persons who, individually or collectively, now owns or hereafter acquires ownership of any portion of the Development Property which is not submitted to the Act.

1.10 Person. A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.11 Road Property. All of the land, property and space comprising the real estate described in Section 2.03 hereof.

1.12 Retained Property. All of the land, property and space comprising the real estate described in Section 2.01 hereof, excepting all of the land, property and space comprising the real estate described in Section 2.02 hereof.

1.13 Tenant. Any person(s) who has (have) executed a written lease for a Unit with an Owner.

1.14 Total Property. All of the land, property and space comprising the real estate described in Section 2.01 hereof.

1.15 Unit. A part of the Development Property within a Condominium Building or an Apartment Building and designed and intended for independent use as a residence for one family, or a detached single family dwelling so designed and intended.

1.16 Unit Ownership. Ownership of a part of the Development Property consisting of one Unit in a Condominium Building and an undivided interest in the Common Elements (as defined in the Act) appurtenant thereto, or ownership of a portion of the Development Property not submitted to the Act with respect to each Unit in and on such portion.

1.17 By-Laws. The Amended and Restated Bylaws of the Antioch Golf Club Community Association, attached hereto as Exhibit "B" and made a part hereof by reference.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is, and shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration is the Total Property, legally described in Section 2.01 of this Article, including the Development Property (being a part of the Total Property) legally described in Section 2.02 of this Article, and the Road Property (being a part of the Development Property) legally described in Section 2.03 of this Article.

2.01 Total Property. Residential Areas 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 3-A, 3-B, 3-C, 3-D, 3-E, 3-F, 3-G and 3-H; Open Areas 1-A, 1-B, 1-C, 1-D, 1-E and 1-F, Ingress and Egress Parcel and Roadway Parcel, all as shown on "Antioch Country Club Final Development Plan," recorded in the Office of the Recorder of Deeds of Lake County, Illinois, on September 10, 1975, as Document No. 1728016, as amended from time to time.

2.02 Development Property. Residential Areas 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 3-A, 3-B, 3-C, 3-D, 3-E, 3-F, 3-G and 3-H, all as shown on said "Antioch Country Club Final Development Plan" as so amended and so recorded.

2.03 Road Property. Ingress and Egress Parcel and Roadway Parcel, all as shown on said "Antioch Country Club Final Development Plan" as so amended and so recorded.

2.04 Mergers. In the event of a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations, may, by operation of law, be transferred to another surviving or consolidated association. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Development Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the property subject hereto.

### **ARTICLE III**

#### **EASEMENTS**

3.01 Easements for General Ingress and Egress. An easement for ingress and egress to and from public roads is hereby declared upon, over and along the Road Property (a) for the benefit of all Owners, Tenants and Occupants in the Development Property, members of their immediate families, guests and other invitees, (b) for the benefit of Commercial Areas 1-A and 1-B as shown on said "Antioch Country Club Final Development Plan" as so amended and so-recorded (hereinafter sometimes called the "Plan"), and all owners, tenants, occupants and invitees thereof, (c) for the benefit of "Sewage Treatment Plant" parcel as shown on the Plan, and the owners, tenants, occupants and invitees thereof, and (d) for the benefit of the real estate described on Exhibit "A" hereto, the owners, tenants, occupants, their immediate families, guests and invitees thereof. An ingress and egress easement is hereby declared for, the benefit of the real estate described on said Exhibit "A", its owners, tenants, occupants, their immediate families, guests and invitees, over, on and across the area marked "18' Gravel Driveway" on the Plan, said area being between Residential Areas 3-B and 3-C and crossing Open Area 1-D as shown on the Plan.

3.02 Easement for Recreational Paths. An easement for pedestrian and bicycle paths is hereby declared upon, over and along the Development Property for the benefit of all Owners, Tenants and Occupants in the Development Property, members of their immediate families, guests and other invitees.



3.03 Easements for Access to Golf Course. An easement is hereby declared upon, over and along the Development Property and the Road Property for persons using the golf course on the Retained Property to enter upon the Development Property and the Road Property to retrieve misdirected golf balls and for the persons charged with maintaining the golf course, at their option, to enter upon the Development Property and the Road Property for the purpose of mowing grass beyond the boundary lines of the Retained Property.

3.04 Easements to Run with the Land. All easements and rights created herein are easements appurtenant to the dominant tenement (the Development Property [including the Units], the Retained Property, said Commercial Areas 1-A and 1-B, the real estate described on Exhibit "A" hereto or the said "Sewage Treatment Plant" parcel) running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on any Owner, Tenant, Occupant, purchaser, mortgagee and other person having an interest in the Total Property, or any part or portion thereof and any owner, tenant, occupant, purchaser, mortgagee or other person having an interest in the real estate heretofore described (and hereafter referred to as the Non-Declaration Property") as Commercial Areas 1-A and 1-B, the "Sewage Treatment Plant" parcel and the real estate described on Exhibit "A" hereto. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, Trust Deed or other evidence of obligation shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such real estate. or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of the Total Property or the Non-Declaration Property the easements created by this Declaration for the benefit of any owner, occupant or mortgagee in respect of any portion of the Total Property, or the Non-Declaration Property, as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such document.

3.05 Relinquishment of Certain Rights. Notwithstanding anything in this Declaration to the contrary, pursuant to the Resolution of the Board of Directors of the Antioch Golf Club Community Association recorded on November 18, 1991 as Document No. 3084640 in the Office of the Recorder of Deeds of Lake County, Illinois ("Resolution"), the Association, its members, and owners of the Development Property relinquished and released any rights of ingress and egress along the property legally described in Exhibit "A" attached to the Resolution.

## **ARTICLE IV**

### **RIGHT TO USE, AND TITLE TO, COMMUNITY AREAS OF THE DEVELOPMENT PROPERTY**

4.01 Use of Community Areas. Each Owner, Tenant and Occupant. in the Development Property shall have the right to use and enjoy the Community Areas and the Road Property in common with all other Owners, Tenants and Occupants in the Development Property and the Retained Property. Each owner, tenant and occupant of the Non-Declaration Property shall have the right to use and enjoy the Road Property in common with all Owners, Tenants and Occupants of the Development Property and the Retained Property and all other owners, tenants

and occupants of the Non Declaration Property. The rights herein granted shall extend to Owners, Tenants and Occupants, members of their immediate families, guests and other invitees; and with respect to the Non-Declaration Property, owners, tenants and occupants, members of their immediate families, guests and invitees. The use of the Community Areas and the Road Property shall be subject to and governed by the provisions of this Declaration, the Association's Articles of Incorporation, its by-laws and the rules and regulations promulgated from time to time by the Association, its Board of Directors and/or Officers, subject to the easements herein declared.

4.02 Title to Community Areas, and Road Property. Promptly after completion of the last building proposed to be constructed on the Development Property, the Community Areas and Road Property shall have been conveyed to the Association, or, in the case of the Road Property, dedicated to the County of Lake or a municipality; provided that, if all proposed buildings shall not have been completed by December 31, 1988, all Community Areas lying within sectors of the Development Property in which buildings have been completed, and those portions of the Road Property necessary to provide those sectors with ingress and egress, unless such portions have been theretofore so dedicated, shall have been conveyed to the Association.

4.03 Limitations Upon Rights of Use and Enjoyment. The rights of use and enjoyment created hereby shall be limited by and subject to the following:

(a) The right of the Association to prescribe rules and regulations for the use of the Community Areas and the Road Property.

(b) The right of the Association, as provided in its by-laws, or in any rules and regulations promulgated thereunder, to suspend the enjoyment of rights of any Member for any period during which any assessment provided for therein remains unpaid and for any period during which any infraction of its published rules and regulations continues, provided, however, that the Association may not, for any reason, deny to any Member the easements created over the Road Property.

(c) The right of the Association to dedicate or transfer all or any part of the Community Areas to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the Association in accordance with its Articles and by-laws.

(d) The right of the Association to dedicate or transfer all or any part of the Road Property or portions thereto, or rights therefrom, to any public agency, authority or utility.

(e) The right to adopt a plat or plats of subdivision or dedication with respect to any portion of the Development Property, and of the Road Property.

(f) No boats, trailers, recreational vehicles, trucks, buses or similar vehicles (except passenger automobiles) shall be parked on any part of the Development Property except within enclosed garages.

(g) Notwithstanding any provision in the Declaration, by-laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used in this Section:

“American flag” means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

“Military flag” means a flag of any branch of the United States armed forces or the Illinois National Guard and the Honor and Remember Flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

## **ARTICLE V**

### **MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

5.01 Membership. Each Owner, as heretofore defined in Article 1 hereof, while he remains the same, shall be a member of the Association. When more than one person constitutes an Owner, all such persons shall be Members of the Association. Each Owner and Tenant by acceptance of his Deed or Lease, whether or not it shall be so expressed in any such Deed or Lease, shall be deemed to covenant and agree to be bound by and to observe the terms and provisions of this Declaration, the Association's Articles of Incorporation, its by-laws and the rules and regulations promulgated from time to time by the Association, its Board of Directors and/or officers. There shall be one class of Members. Members shall be all those Owners of Units located in the Development Property.

5.02 Voting Rights. With respect to all matters subject to a vote of Members, the Members shall be entitled to one vote for each Unit in which they hold the ownership interest, provided that when more than one person holds such interest or interests, the vote for such Unit shall be exercised as they determine among themselves, but in no event shall more than one vote

be cast with respect to any such Unit. However, in the event of a resale of a Unit in the Association, the purchaser of a Unit from a seller other than the developer pursuant to an installment sales contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the unit owners called for purposes of electing members of the Board, and shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of those rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office, or be elected and serve on the Board. Satisfactory evidence of the installment sales contract shall be made available to the Association or its agents. For purposes of this subsection, "installment sales contract" shall have the same meaning as set forth in Section 5 of the Installment Sales Contract Act and subsection (e) of Section 1 of the Dwelling Unit Installment Contract Act.

## **ARTICLE VI**

### **MAINTENANCE AND REPAIR OF COMMUNITY AREAS OF DEVELOPMENT PROPERTY; ASSESSMENT**

6.01 Maintenance and Repair and Taxes. The by-laws of the Association shall contain provisions for the payment of all taxes assessed on, and the maintenance, insurance, up-keep, repair, landscaping, materials, supplies, labor, furniture, structural alterations, services, gardening, cleaning, decorating, replacement and organization of the Community Areas and the Road Property.

6.02 Assessments. The by-laws of the Association shall contain provisions for the levying of assessments on Members for the providing of such monies as may be required from time to time for the purposes set forth in Section 6.01 and for the payment of real estate and other taxes on the Community Areas and Road Property. Each Owner, by acceptance of his respective deed, shall be deemed to have covenanted and agreed to pay to the Association the assessments provided for in such by-laws, whether or not such covenant or condition shall be so expressed in any such deed or other conveyance. No Owner shall be assessed for the purposes set forth in Section 6.01 except with respect to Community Areas lying within sectors of the Development Property in which Units have been completed; nor except with respect to those portions of the Road Property which are improved.

## **ARTICLE VII**

### **RESTRICTIONS PERTAINING TO CERTAIN LOTS**

7.01 Encumbered Property. The restrictions contained in this Article VII are imposed on the part of the Development Property legally described as follows:

Harbor Ridge Subdivision, being a subdivision of the Northeast quarter of the Northeast quarter of Section 25, Township 46 North, Range 9, East of the 3<sup>rd</sup> P.M. and part of the

Southwest quarter of Section 19, and part of the Northwest quarter of Section 30, Township 46 North, Range 10, East of the 3<sup>rd</sup> P.M., according to the Plat thereof, recorded August 18, 1977, as Document No. 1858798, in Book 61 of Plats, Page 35, in Lake County, Illinois.

7.02 Restrictions on Encumbered Property. The following restrictions shall extend to and upon all of the lots shown on any plat of subdivision by which the part of the Development Property legally described in Section 7.01 above is so subdivided (unless specifically excluded thereon) and they shall run with the land and shall inure to the benefit of and shall be binding upon and shall be enforceable by the Association and any purchaser or grantee of any part of the Development Property described in Section 7.01 above, and by all grantees, heirs, executors, administrators, and assigns of every such purchaser or grantee:

(a) All of said lots shall be used exclusively for single family private dwelling purposes, but this restriction shall not be construed to prohibit household servants employed by the owner from living in any single family dwelling situation upon any of the lots. No building which is not designed solely for use as a single family, private dwelling house shall be erected or maintained on any such lot. No such dwelling shall be constructed within 5 feet of any rear or side lot nor within 20 feet of any front lot line, provided, however, that attached garages, carports or patios may be constructed not less than 15 feet from any front lot line; provided further, however, that with respect to Lots 3, 9, and 42 within the part of the Development Property legally described in Section 7.01, such dwelling shall be constructed within 5 feet of any rear or side lot nor within 15 feet of any front lot line, provided, however, that attached garages, carports or patios may be constructed not less than 15 feet from any front lot line.

(b) Every building designed for use as a single family private dwelling house which may be erected upon any such lot in the subdivision shall contain not less than 1200 square feet of usable livable floorspace, if a single story structure, and not less than 1600 square feet of usable livable floorspace, if a two story structure, all exclusive of basement, patio, porch or garage. Every such dwelling house to be erected shall include a semi-attached or attached garage or car port.

(c) No basement or garage shall be used, at any time, as a residence, temporarily or permanently. No building or structure shall be erected or maintained on any of said lots, which does not conform with all applicable zoning, building and fire laws and ordinances.

(d) No fence or fences shall be erected on any of said lots.

(e) No outdoor toilets or privies shall be used or permitted.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

8.01 Duration. Unless sooner terminated or amended as hereinafter provided, the covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time, unless terminated or amended as hereinafter provided in this Section 8.01, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be (a) amended at any time by an instrument signed by the then Owners of two-thirds (2/3) of the Units together with all owners of any portion of the Total Property which does not contain units, and together with any owner or mortgagee of any Unit or other building or improvement on any portion of the Total Property, or (b) terminated at any time by an instrument signed by the then Owners of ninety per cent (90%) of the Units together with all Owners of any portion of the Total Property which does not contain Units, and together with any owner or mortgagee of any Unit or other building or improvement on any portion of the Total Property. Any such amendment or termination shall not become effective until recorded in the offices of the Recorded of Deeds or the Registrar of Titles of Cook County, Illinois, and no such amendment shall terminate or limit the easements for ingress and egress granted herein for the benefit of and with respect to the Non-Declaration Property.

8.02 Notices. Any notice required to be sent to any Member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

8.03 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. In case the person violating or attempting to violate such covenant or restriction shall be an Owner, such action shall be against him and against the Unit Ownership (or other interest in the Development Property) to enforce the lien referred to in the by-laws of the Association, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.04 Severability. Invalidity of any one or more of these covenants or restrictions, by judgment or Court order, shall not affect any other provision hereof, which shall remain in full force and effect.

8.05 Miscellaneous. In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the same remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien

or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

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**BOARD SIGNATURE PAGE**

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF LAKE       )

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Antioch Golf Club Community Association established by the aforesaid Declaration of Easements, Covenants and Restrictions and Bylaws for the Antioch Golf Club Community Association f/k/a Harbor Ridge Homeowners Association. By our signatures below, we hereby approve of and consent to this Amended and Restated Declaration of Easements, Covenants and Restrictions for Antioch Golf Club Community Association pursuant to Section 18.5(h)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended and Restated Declaration of Easements, Covenants and Restrictions for Antioch Golf Club Community Association at a duly called meeting of the Board of Directors of the Antioch Golf Club Community Association.

Olivia Shuracki, Pres  
Lori L. Cifra, V.P.  
Anne Marie Hansen  
LaVonne Komen, Secretary  
Katherine Cocciato, Director

\_\_\_\_\_  
\_\_\_\_\_  
Board of Directors of Antioch Golf Club  
Community Association

Dated this 11 of August, 2025.



**AFFIDAVIT OF SECRETARY**

STATE OF ILLINOIS       )  
                    Cook        ) SS  
COUNTY OF ~~LAKE~~        )

I, Lavonne Kosmen, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Antioch Golf Club Community Association and as such Secretary and keeper of the books and records of said Association. I further state that the foregoing Amended and Restated Declaration of Easements, Covenants and Restrictions for Antioch Golf Club Community Association was approved by at least two-thirds (2/3) of the members of the Board of Directors of the Association, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on November 11, 2025 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. I further state the unit owners did not file a petition signed by twenty percent (20%) of the members objecting to the adoption of this Amended and Restated Declaration of Easements, Covenants and Restrictions for Antioch Golf Club Community Association.

Lavonne Kosmen  
Secretary of the Antioch Golf Club  
Community Association

SUBSCRIBED AND SWORN to  
before me this 11<sup>th</sup> day  
of November, 2025  
Karen M. Enviya

Notary Public



# **Legal Description**

## **Antioch Golf Club Community Association**

Lots 1 Through 30, Lot 37 And Outlots A, B, C, D, E, F, G, H, I And J In Fairway Manor Subdivision Being A Subdivision Of Part Of The Southeast 1/4 Of Section 24 And Part Of The Northeast 1/4 Of Section 25, Township 46 North, Range 9, East Of The Third Principal Meridian, In Lake County, Illinois, According To The Plat Thereof Recorded May 22, 1995 As Document Number 3675959

Lot 1 In Antioch Golf Club Well Site Being A Subdivision Of Part The Northeast Quarter Of Section 25, Township 46, Range 9 And Part Of The Northwest Quarter Of Section 30, Township 46 North, Range 10, East Of The Third Principal Meridian According To The Plat Thereof Recorded May 4, 1992 As Document Number 3151628

Lots 50 Through 65 In Fairway Estates Unit 1 Being A Subdivision Of Part Of The Northeast Quarter Of The Northeast Quarter Of Section 25, Township 46 North, Range 9 And Part Of The North Half Of The Northwest Quarter Of Section 30, Township 46 North, Range 10 East Of The Third Principal Meridian According To The Plat Thereof Recorded January 4, 1991 As Document Number 2978801

Lots 1 Through 31, Lots 33 Through 49, Lot 66, And Outlots A And B In Fairway Estates Unit 2 Being A Subdivision Of Part Of The Northeast Quarter Of The Northeast Quarter Of Section 25 And Part Of The Southeast Quarter Of The Southeast Quarter Of Section 24, All In Township 46 North, Range 9 And Part Of The North Half Of The Northwest Quarter Of Section 30 And Part Of The Southwest Quarter Of Section 19, All In Township 46 North, Range 10 East Of The Third Principal Meridian According To The Plat Thereof Recorded January 4, 1991 As Document Number 2978802

Lots 67 Through 69 In Fairway Estates Unit 3 Being A Subdivision Of Part Of The Southwest Quarter Of Section 19, All In Township 46 North, Range 10 East Of The Third Principal Meridian According To The Plat Thereof Recorded May 20, 1991 As Document Number 3020477

Lots 1 And 2 In Fairway Estates Unit 4 Being A Subdivision Of Part Of The Southwest Quarter Of Section 19, All In Township 46 North, Range 10 East Of The Third Principal Meridian According To The Plat Thereof Recorded August 19, 1992 As Document Number 3200908

Lots 1 Through 54 In Harbor Ridge Subdivision, Being A Subdivision Of Part Of The Northeast Quarter Of The Northeast Quarter Of Section 25, Township 46 North, Range 9 And Part Of The North Half Of The Northwest Quarter Of Section 30 And Part Of The Southwest Quarter Of Section 19, All In Township 46 North, Range 10 East Of The Third Principal Meridian According To The Plat Thereof Recorded August 19, 1977 As Document Number 1858798

Lots 1 Through 10 And Outlot A In The Greens At Antioch Golf Club, Being A Subdivision Of Part Of The Southwest Quarter Of Section 19 And Part Of The Northwest Quarter Of Section 30, Township 46 North, Range 10, East Of The Third Principal Meridian, According To The Plat Thereof Recorded October 19, 1992 As Document No. 3227973, In Lake County, Illinois.

Lots 11 Through 13 And Outlot B In First Resubdivision Of The Greens At Antioch Golf Club Subdivision Being A Subdivision Of Part Of The Southwest Quarter Of Section 19 And Part Of The Northwest Quarter Of Section 30, Township 46 North, Range 10, East Of The Third Principal Meridian, According To The Plat Thereof Recorded August 10, 1993 As Document Number 3379760

Units 31(1)-1 through 41-8 in Fairway Greens At Antioch Golf Club Condominium as delineated in a survey of the following described Real Estate: various Lots and Outlots in Fairway Manor at Antioch Golf Club, being a Subdivision of part of the Southeast 1/4 of Section 24 and part of the Northeast 1/4 of Section 25, Township 46 North, Range 9, East of the Third Principal Meridian, in Lake County, Illinois, which survey is attached as exhibit "B" to the Declaration of Condominium recorded November 6, 1996 as Document 3896648

Units 1 Through 8 In Building 38, Units 1 Through 8 In Building 40 And Units 1 Through 8 In Building 42 In Fairway Homes Condominium As Delineated On A Survey Of The Following Described Real Estate: Lot 38 In Fairway Manor At Antioch Golf Club, Being A Subdivision Of Part Of The Southeast Quarter Of Section 24 And Part Of The Northeast Quarter Of Section 25, Township 46 North, Range 9, East Of The Third Principal Meridian, According To The Plat Thereof Recorded May 22, 1995 As Document 3675959, And Corrected By Certification Of Correction Recorded September 13, 1996 As Document 3874027, In Lake County, Illinois, Which Survey Is Attached As Exhibit B To The Declaration Recorded April 27, 2000 As Document Number 4250529, As Amended From Time To Time

Units 1 Through 51 In Harbor Ridge Condominium Number 1, As Delineated On A Survey Of The Following Described Real Estate: Part Of Antioch Country Club Final Development Plat Recorded As Document Number 1841768, In Lake County, Illinois Which Survey Is Attached As Exhibit "B" To The Declaration Of Condominium Recorded As Document Number 1920599

Lot 3 in the Townhomes of Antioch, being a subdivision of part of Residential Area 1-D on the plat of survey recorded September 10, 1975 as Document 1728016 and corrected and amended by the plat of survey recorded May 13, 1977, as Document 1841768 (excepting therefrom that plat submitted to the Harbor Ridge Condominium No. 1, according to the Declaration of Condominium Recorded As Document 1920599, in part of the North 1/2 of the Northwest 1/4 of Section 30, Township 46 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 9, 1990 as Document 2951638

**ALL OF THE ABOVE BEING LOCATED IN LAKE COUNTY ILLINOIS**

**Antioch Golf Club Community Association**

**Fairway Homes Condominium Association**

<b>PIN</b>	<b>ADDRESS</b>	<b>UNIT</b>	<b>CITY, STATE, ZIP</b>
01-25-227-029	39764 N TEE SIDE CT	UNIT 42-2	ANTIOCH IL 60002
01-25-227-030	39762 N TEE SIDE CT	UNIT 42-3	ANTIOCH IL 60002
01-25-227-031	39760 N TEE SIDE CT	UNIT 42-4	ANTIOCH IL 60002
01-25-227-032	39758 N TEE SIDE CT	UNIT 42-5	ANTIOCH IL 60002
01-25-227-033	39756 N TEE SIDE CT	UNIT 42-6	ANTIOCH IL 60002
01-25-227-034	39754 N TEE SIDE CT	UNIT 42-7	ANTIOCH IL 60002
01-25-227-035	39752 N TEE SIDE CT	UNIT 42-8	ANTIOCH IL 60002
01-25-227-036	39843 N LONG DR	UNIT 40-1	ANTIOCH IL 60002
01-25-227-037	39845 N LONG DR	UNIT 40-2	ANTIOCH IL 60002
01-25-227-038	39847 N LONG DR	UNIT 40-3	ANTIOCH IL 60002
01-25-227-039	39849 N LONG DR	UNIT 40-4	ANTIOCH IL 60002
01-25-227-040	39851 N LONG DR	UNIT 40-5	ANTIOCH IL 60002
01-25-227-041	39853 N LONG DR	UNIT 40-6	ANTIOCH IL 60002
01-25-227-042	39855 N LONG DR	UNIT 40-7	ANTIOCH IL 60002
01-25-227-043	39857 N LONG DR	UNIT 40-8	ANTIOCH IL 60002
01-25-227-044	39855 N HARBOR RIDGE DR	UNIT 38-1	ANTIOCH IL 60002
01-25-227-045	39853 N HARBOR RIDGE DR	UNIT 38-2	ANTIOCH IL 60002
01-25-227-046	39851 N HARBOR RIDGE DR	UNIT 38-3	ANTIOCH IL 60002
01-25-227-047	39849 N HARBOR RIDGE DR	UNIT 38-4	ANTIOCH IL 60002
01-25-227-048	39847 N HARBOR RIDGE DR	UNIT 38-5	ANTIOCH IL 60002
01-25-227-049	39845 N HARBOR RIDGE DR	UNIT 38-6	ANTIOCH IL 60002
01-25-227-050	39843 N HARBOR RIDGE DR	UNIT 38-7	ANTIOCH IL 60002
01-25-227-051	39841 N HARBOR RIDGE DR	UNIT 38-8	ANTIOCH IL 60002

**Fairway Greens at Antioch Golf Club CA**

<b>PIN</b>	<b>ADDRESS</b>	<b>UNIT</b>	<b>CITY, STATE, ZIP</b>
01-24-418-021	40035 N HIDDEN BUNKER CT	BLDG 33(1) UNIT 1	ANTIOCH IL 60002
01-24-418-022	40033 N HIDDEN BUNKER CT	BLDG 33(1) UNIT 2	ANTIOCH IL 60002
01-24-418-023	40031 N HIDDEN BUNKER CT	BLDG 33(1) UNIT 3	ANTIOCH IL 60002
01-24-418-024	40029 N HIDDEN BUNKER CT	UNIT 33-1-4	ANTIOCH IL 60002
01-24-418-025	40027 N HIDDEN BUNKER CT	UNIT 33-2-1	ANTIOCH IL 60002
01-24-418-026	40025 N HIDDEN BUNKER CT	UNIT 33-2-2	ANTIOCH IL 60002
01-24-418-027	40023 N HIDDEN BUNKER CT	UNIT 33-2-3	ANTIOCH IL 60002
01-24-418-028	40021 N HIDDEN BUNKER CT	UNIT 33-2-4	ANTIOCH IL 60002
01-24-418-038	40048 N HIDDEN BUNKER CT	BLDG 32(2) UNIT 1A	ANTIOCH IL 60002
01-24-418-039	40050 N HIDDEN BUNKER CT	BLDG 32(2) UNIT 2B	ANTIOCH IL 60002
01-24-418-040	40052 N HIDDEN BUNKER CT	BLDG 32(2) UNIT 3C	ANTIOCH IL 60002
01-24-418-041	40054 N HIDDEN BUNKER CT	BLDG 32(2) UNIT 4D	ANTIOCH IL 60002
01-24-418-042	40040 N HIDDEN BUNKER CT	BLDG 32(1) UNIT 1A	ANTIOCH IL 60002
01-24-418-043	40042 N HIDDEN BUNKER CT	BLDG 32(1) UNIT 2B	ANTIOCH IL 60002
01-24-418-044	40044 N HIDDEN BUNKER CT	BLDG 32(1) UNIT 3C	ANTIOCH IL 60002
01-24-418-045	40046 N HIDDEN BUNKER CT	BLDG 32(1) UNIT 4D	ANTIOCH IL 60002
01-24-418-046	40028 N HIDDEN BUNKER CT	BLDG 31(2) UNIT 1A	ANTIOCH IL 60002
01-24-418-047	40030 N HIDDEN BUNKER CT	BLDG 31(2) UNIT 2B	ANTIOCH IL 60002
01-24-418-048	40032 N HIDDEN BUNKER CT	BLDG 31(2) UNIT 3C	ANTIOCH IL 60002
01-24-418-049	40034 N HIDDEN BUNKER CT	BLDG 31(2) UNIT 4D	ANTIOCH IL 60002
01-25-222-016	39809 N LONG DR	BLDG 36 UNIT 1	ANTIOCH IL 60002
01-25-222-017	39811 N LONG DR	BLDG 36 UNIT 2	ANTIOCH IL 60002
01-25-222-018	39813 N LONG DR	BLDG 36 UNIT 3	ANTIOCH IL 60002
01-25-222-019	39815 N LONG DR	BLDG 36 UNIT 4	ANTIOCH IL 60002
01-25-222-020	39817 N LONG DR	BLDG 36 UNIT 5	ANTIOCH IL 60002
01-25-222-021	39819 N LONG DR	BLDG 36 UNIT 6	ANTIOCH IL 60002
01-25-222-022	39821 N LONG DR	BLDG 36 UNIT 7	ANTIOCH IL 60002
01-25-222-023	39823 N LONG DR	BLDG 36 UNIT 8	ANTIOCH IL 60002
01-25-222-028	39967 N HIDDEN BUNKER CT	UNIT 34-1-1	ANTIOCH IL 60002
01-25-222-029	39965 N HIDDEN BUNKER CT	UNIT 34-1-2	ANTIOCH IL 60002
01-25-222-030	39963 N HIDDEN BUNKER CT	UNIT 34-1-3	ANTIOCH IL 60002

01-25-222-031	39961 N HIDDEN BUNKER CT	UNIT 34-1-4	ANTIOCH IL 60002
01-25-222-032	39959 N HIDDEN BUNKER CT	UNIT 34-2-1	ANTIOCH IL 60002
01-25-222-033	39957 N HIDDEN BUNKER CT	UNIT 34-2-2	ANTIOCH IL 60002
01-25-222-034	39955 N HIDDEN BUNKER CT	UNIT 34-2-3	ANTIOCH IL 60002
01-25-222-035	39953 N HIDDEN BUNKER CT	UNIT 34-2-4	ANTIOCH IL 60002
01-25-222-036	39943 N HIDDEN BUNKER CT	UNIT 35-1-1	ANTIOCH IL 60002
01-25-222-037	39941 N HIDDEN BUNKER CT	UNIT 35-1-2	ANTIOCH IL 60002
01-25-222-038	39939 N HIDDEN BUNKER CT	UNIT 35-1-3	ANTIOCH IL 60002
01-25-222-039	39937 N HIDDEN BUNKER CT	UNIT 35-1-4	ANTIOCH IL 60002
01-25-222-040	39935 N HIDDEN BUNKER CT	UNIT 35-2-1	ANTIOCH IL 60002
01-25-222-041	39933 N HIDDEN BUNKER CT	UNIT 35-2-2	ANTIOCH IL 60002
01-25-222-042	39931 N HIDDEN BUNKER CT	BLDG 35(2) UNIT 2	ANTIOCH IL 60002
01-25-222-043	39929 N HIDDEN BUNKER CT	UNIT 35-2-4	ANTIOCH IL 60002
01-25-227-013	39763 N TEE SIDE CT	BLDG 41 UNIT 1	ANTIOCH IL 60002
01-25-227-014	39761 N TEE SIDE CT	BLDG 41 UNIT 2	ANTIOCH IL 60002
01-25-227-015	39759 N TEE SIDE CT	BLDG 41 UNIT 3	ANTIOCH IL 60002
01-25-227-016	39757 N TEE SIDE CT	BLDG 41 UNIT 4	ANTIOCH IL 60002
01-25-227-017	39755 N TEE SIDE CT	BLDG 41 UNIT 5	ANTIOCH IL 60002
01-25-227-018	39753 N TEE SIDE CT	BLDG 41 UNIT 6	ANTIOCH IL 60002
01-25-227-019	39751 N TEE SIDE CT	BLDG 41 UNIT 7	ANTIOCH IL 60002
01-25-227-020	39827 N LONG DR	BLDG 39 UNIT 1	ANTIOCH IL 60002
01-25-227-021	39829 N LONG DR	BLDG 39 UNIT 2	ANTIOCH IL 60002
01-25-227-022	39831 N LONG DR	BLDG 39 UNIT 3	ANTIOCH IL 60002
01-25-227-023	39833 N LONG DR	BLDG 39 UNIT 4	ANTIOCH IL 60002
01-25-227-024	39835 N LONG DR	BLDG 39 UNIT 5	ANTIOCH IL 60002
01-25-227-025	39837 N LONG DR	BLDG 39 UNIT 6	ANTIOCH IL 60002
01-25-227-026	39839 N LONG DR	BLDG 39 UNIT 7	ANTIOCH IL 60002
01-25-227-027	39841 N LONG DR	BLDG 39 UNIT 8	ANTIOCH IL 60002
01-25-228-001	40020 N HIDDEN BUNKER CT	BLDG 31-1-1A	ANTIOCH IL 60002
01-25-228-002	40022 N HIDDEN BUNKER CT	BLDG 31(1) UNIT 2B	ANTIOCH IL 60002
01-25-228-003	40024 N HIDDEN BUNKER CT	BLDG 31(1) UNIT 3C	ANTIOCH IL 60002
01-25-228-004	40026 N HIDDEN BUNKER CT	BLDG 31(1) UNIT 4D	ANTIOCH IL 60002

**Harbor Ridge Condominium Association**

PIN	ADDRESS	UNIT	CITY, STATE, ZIP
02-30-100-009	39760 N STONEBRIDGE CT	UNIT 1A	ANTIOCH IL 60002
02-30-100-010	39762 N STONEBRIDGE CT	UNIT 2B	ANTIOCH IL 60002
02-30-100-011	39764 N STONEBRIDGE CT	UNIT 3C	ANTIOCH IL 60002
02-30-100-012	39766 N STONEBRIDGE CT	UNIT 4B	ANTIOCH IL 60002
02-30-100-013	39768 N STONEBRIDGE CT	UNIT 5B	ANTIOCH IL 60002
02-30-100-014	39770 N STONEBRIDGE CT	UNIT 6A	ANTIOCH IL 60002
02-30-100-016	39854 N STONEBRIDGE CT	UNIT 15A	ANTIOCH IL 60002
02-30-100-017	39856 N STONEBRIDGE CT	UNIT 16B	ANTIOCH IL 60002
02-30-100-018	39858 N STONEBRIDGE CT	UNIT 17B	ANTIOCH IL 60002
02-30-100-019	39860 N STONEBRIDGE CT	UNIT 18C	ANTIOCH IL 60002
02-30-100-020	39862 N STONEBRIDGE CT	UNIT 19B	ANTIOCH IL 60002
02-30-100-021	39864 N STONEBRIDGE CT	UNIT 20A	ANTIOCH IL 60002
02-30-100-023	39800 N STONEBRIDGE CT	UNIT 7D	ANTIOCH IL 60002
02-30-100-024	39802 N STONEBRIDGE CT	UNIT 8G	ANTIOCH IL 60002
02-30-100-025	39804 N STONEBRIDGE CT	UNIT 9E	ANTIOCH IL 60002
02-30-100-026	39806 N STONEBRIDGE CT	UNIT 10G	ANTIOCH IL 60002
02-30-100-027	39808 N STONEBRIDGE CT	UNIT 11F	ANTIOCH IL 60002
02-30-100-028	39820 N STONEBRIDGE CT	UNIT 12F	ANTIOCH IL 60002
02-30-100-029	39822 N STONEBRIDGE CT	UNIT 13E	ANTIOCH IL 60002
02-30-100-030	39824 N STONEBRIDGE CT	UNIT 14D	ANTIOCH IL 60002
02-30-100-035	39870 N GOLF LN APT 37	UNIT 37	ANTIOCH IL 60002
02-30-100-036	39870 N GOLF LN APT 38	UNIT 38	ANTIOCH IL 60002
02-30-100-037	39870 N GOLF LN APT 39	UNIT 39	ANTIOCH IL 60002
02-30-100-038	39870 N GOLF LN APT 40	UNIT 40	ANTIOCH IL 60002
02-30-100-039	39880 N GOLF LN APT 41	UNIT 41	ANTIOCH IL 60002
02-30-100-040	39880 N GOLF LN APT 42	UNIT 42	ANTIOCH IL 60002

02-30-100-041	39880 N GOLF LN APT 43	UNIT 43	ANTIOCH IL 60002
02-30-100-042	39880 N GOLF LN APT 44	UNIT 44	ANTIOCH IL 60002
02-30-100-055	39841 N GOLF LN	UNIT 21F	ANTIOCH IL 60002
02-30-100-056	39847 N GOLF LN	UNIT 22G	ANTIOCH IL 60002
02-30-100-057	39855 N GOLF LN	UNIT 23E	ANTIOCH IL 60002
02-30-100-058	39861 N GOLF LN	UNIT 24G	ANTIOCH IL 60002
02-30-100-059	39867 N GOLF LN	UNIT 25G	ANTIOCH IL 60002
02-30-100-060	39875 N GOLF LN	UNIT 26E	ANTIOCH IL 60002
02-30-100-061	39881 N GOLF LN	UNIT 27G	ANTIOCH IL 60002
02-30-100-062	39891 N GOLF LN	UNIT 28F	ANTIOCH IL 60002
02-30-100-063	39886 N GOLF LN	UNIT 45F	ANTIOCH IL 60002
02-30-100-064	39894 N GOLF LN	UNIT 46G	ANTIOCH IL 60002
02-30-100-065	39902 N GOLF LN	UNIT 47E	ANTIOCH IL 60002
02-30-100-066	39910 N GOLF LN	UNIT 48G	ANTIOCH IL 60002
02-30-100-067	39918 N GOLF LN	UNIT 49E	ANTIOCH IL 60002
02-30-100-068	39924 N GOLF LN	UNIT 50G	ANTIOCH IL 60002
02-30-100-069	39932 N GOLF LN	UNIT 51F	ANTIOCH IL 60002

#### **Fairway HOA**

<b>PIN</b>	<b>ADDRESS</b>	<b>CITY, STATE, ZIP</b>
01-24-418-001	25040 W PALMER CT	ANTIOCH IL 60002
01-24-418-002	25022 W PALMER CT	ANTIOCH IL 60002
01-24-418-003	25050 W PALMER CT	ANTIOCH IL 60002
01-24-418-004	25047 W PALMER CT	ANTIOCH IL 60002
01-24-418-005	25037 W PALMER CT	ANTIOCH IL 60002
01-24-418-006	25023 W PALMER CT	ANTIOCH IL 60002
01-24-418-007	25010 W NICKLAUS WAY	ANTIOCH IL 60002
01-24-418-008	25006 W NICKLAUS WAY	ANTIOCH IL 60002
01-24-418-009	25002 W NICKLAUS WAY	ANTIOCH IL 60002
01-24-418-010	24982 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-222-001	25014 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-222-002	25018 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-222-004	25034 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-222-005	25050 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-222-006	25064 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-222-007	25080 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-222-008	25096 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-222-009	25112 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-223-001	24999 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-223-002	25021 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-224-001	25055 W NICKLAUS WAY	ANTIOCH IL 60002
01-25-224-002	25073 W NICKLAUS WAY	ANTIOCH IL 60002
02-19-305-001	24990 W PALMER CT	ANTIOCH IL 60002
02-19-305-002	24976 W PALMER CT	ANTIOCH IL 60002
02-19-305-003	24962 W PALMER CT	ANTIOCH IL 60002
02-19-305-004	24946 W PALMER CT	ANTIOCH IL 60002
02-19-305-005	24932 W PALMER CT	ANTIOCH IL 60002
02-19-305-007	24924 W PALMER CT	ANTIOCH IL 60002
02-19-305-008	24910 W PALMER CT	ANTIOCH IL 60002
02-19-306-001	24987 W PALMER CT	ANTIOCH IL 60002
02-19-306-002	24973 W PALMER CT	ANTIOCH IL 60002
02-19-306-003	24955 W PALMER CT	ANTIOCH IL 60002
02-19-306-004	24929 W PALMER CT	ANTIOCH IL 60002
02-19-306-005	24968 W NICKLAUS WAY	ANTIOCH IL 60002
02-19-306-006	24952 W NICKLAUS WAY	ANTIOCH IL 60002
02-19-306-007	24936 W NICKLAUS WAY	ANTIOCH IL 60002
02-19-306-008	24918 W NICKLAUS WAY	ANTIOCH IL 60002
02-19-307-002	24890 W NICKLAUS WAY	ANTIOCH IL 60002
02-19-307-003	24868 W NICKLAUS WAY	ANTIOCH IL 60002
02-19-307-004	24852 W NICKLAUS WAY	ANTIOCH IL 60002
02-19-307-005	24836 W NICKLAUS WAY	ANTIOCH IL 60002



02-19-307-006	24820 W NICKLAUS WAY	ANTIOCH IL 60002
02-19-307-007	24804 W NICKLAUS WAY	ANTIOCH IL 60002
02-19-308-001	40055 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-19-308-002	40035 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-19-308-003	24516 W STONEBRIDGE DR	ANTIOCH IL 60002
02-19-309-001	40066 N TREVINO LN	ANTIOCH IL 60002
02-19-309-002	40040 N TREVINO LN	ANTIOCH IL 60002
02-19-309-003	40032 N TREVINO LN	ANTIOCH IL 60002
02-19-309-004	40020 N TREVINO LN	ANTIOCH IL 60002
02-19-309-005	40008 N TREVINO LN	ANTIOCH IL 60002
02-19-310-008	40077 N TREVINO LN	ANTIOCH IL 60002
02-19-310-009	40059 N TREVINO LN	ANTIOCH IL 60002
02-19-310-010	40041 N TREVINO LN	ANTIOCH IL 60002
02-30-101-001	39861 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-101-002	39867 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-101-003	39981 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-004	39979 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-005	39967 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-007	39875 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-101-008	39879 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-101-009	39883 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-101-010	39898 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-011	39886 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-012	39974 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-013	39962 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-014	39948 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-015	39934 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-016	39891 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-017	39895 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-101-018	39793 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-019	39861 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-020	39909 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-021	39833 N FAIRWAY DR	ANTIOCH IL 60002
02-30-101-022	39797 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-023	39801 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-024	39805 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-025	39809 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-026	39813 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-027	39817 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-028	39821 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-029	39825 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-030	39936 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-031	39925 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-101-032	39913 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-101-033	39826 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-034	39832 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-035	39838 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-036	39844 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-037	39906 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-038	39892 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-039	39880 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-040	39866 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-041	39852 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-042	39999 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-101-043	39989 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-101-044	39981 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-101-045	39955 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-046	39941 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-047	39933 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-048	39925 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-049	39911 N CRABAPPLE DR	ANTIOCH IL 60002

02-30-101-050	39895 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-051	39883 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-052	39869 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-053	39855 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-054	39841 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-101-055	39833 N CRABAPPLE DR	ANTIOCH IL 60002
02-30-110-001	24977 W NICKLAUS WAY	ANTIOCH IL 60002
02-30-110-002	24957 W NICKLAUS WAY	ANTIOCH IL 60002
02-30-110-003	24941 W NICKLAUS WAY	ANTIOCH IL 60002
02-30-110-004	24923 W NICKLAUS WAY	ANTIOCH IL 60002
02-30-110-005	24907 W NICKLAUS WAY	ANTIOCH IL 60002
02-30-110-006	24891 W NICKLAUS WAY	ANTIOCH IL 60002
02-30-110-007	24877 W NICKLAUS WAY	ANTIOCH IL 60002
02-30-110-008	24831 W NICKLAUS WAY	ANTIOCH IL 60002
02-30-110-009	24777 W NICKLAUS WAY	ANTIOCH IL 60002
02-30-110-010	39868 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-011	39876 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-012	39882 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-013	39890 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-014	39898 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-015	39906 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-016	39912 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-017	39920 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-018	39928 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-019	39936 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-020	39942 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-021	39950 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-022	39958 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-023	39966 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-024	39972 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-110-025	39980 N HARBOR RIDGE DR	ANTIOCH IL 60002
02-30-111-001	39988 N TREVINO LN	ANTIOCH IL 60002
02-30-111-002	39972 N TREVINO LN	ANTIOCH IL 60002
02-30-111-003	39956 N TREVINO LN	ANTIOCH IL 60002
02-30-111-004	39940 N TREVINO LN	ANTIOCH IL 60002
02-30-111-005	39924 N TREVINO LN	ANTIOCH IL 60002

**Townhomes of Antioch Golf Club Association**

PIN	ADDRESS	CITY, STATE, ZIP
02-30-109-001	39933 N GOLF LN	ANTIOCH IL 60002
02-30-109-002	39917 N GOLF LN	ANTIOCH IL 60002
02-30-109-003	39911 N GOLF LN	ANTIOCH IL 60002
02-30-109-004	39905 N GOLF LN	ANTIOCH IL 60002
02-30-109-005	39899 N GOLF LN	ANTIOCH IL 60002

**Villas of Fairway Harbor**

PIN	ADDRESS	CITY, STATE, ZIP
01-25-226-035	39894 N LONG DR	ANTIOCH IL 60002
01-25-226-036	39890 N LONG DR	ANTIOCH IL 60002
01-25-226-037	39886 N LONG DR	ANTIOCH IL 60002
01-25-226-038	39882 N LONG DR	ANTIOCH IL 60002
01-25-226-039	39878 N LONG DR	ANTIOCH IL 60002
01-25-226-040	39874 N LONG DR	ANTIOCH IL 60002
01-25-226-053	39778 N LONG DR	ANTIOCH IL 60002
01-25-226-054	39782 N LONG DR	ANTIOCH IL 60002
01-25-226-057	39790 N LONG DR	ANTIOCH IL 60002
01-25-226-058	39794 N LONG DR	ANTIOCH IL 60002
01-25-226-059	39798 N LONG DR	ANTIOCH IL 60002
01-25-226-060	39802 N LONG DR	ANTIOCH IL 60002
01-25-226-061	39806 N LONG DR	ANTIOCH IL 60002
01-25-226-066	39786 N LONG DR	ANTIOCH IL 60002



01-25-226-068	39870 N LONG DR	ANTIOCH IL 60002
01-25-226-071	39866 N LONG DR	ANTIOCH IL 60002
01-25-226-072	39862 N LONG DR	ANTIOCH IL 60002
01-25-226-073	39858 N LONG DR	ANTIOCH IL 60002
01-25-226-077	39850 N LONG DR	ANTIOCH IL 60002
01-25-226-079	39846 N LONG DR	ANTIOCH IL 60002
01-25-226-080	39842 N LONG DR	ANTIOCH IL 60002
01-25-226-083	39838 N LONG DR	ANTIOCH IL 60002
01-25-226-084	39834 N LONG DR	ANTIOCH IL 60002
01-25-226-087	39810 N LONG DR	ANTIOCH IL 60002
01-25-226-088	39814 N LONG DR	ANTIOCH IL 60002
01-25-226-090	39818 N LONG DR	ANTIOCH IL 60002
01-25-226-091	39822 N LONG DR	ANTIOCH IL 60002
01-25-226-093	39830 N LONG DR	ANTIOCH IL 60002
01-25-226-095	39826 N LONG DR	ANTIOCH IL 60002
01-25-226-096	39854 N LONG DR	ANTIOCH IL 60002

**EXHIBIT “B”**  
**AMENDED AND RESTATED BY-LAWS**  
**OF**  
**ANTIOCH GOLF CLUB COMMUNITY ASSOCIATION**

**ARTICLE I**

**NAME AND OFFICES**

The name of this Corporation is "Antioch Golf Club Community Association", which Corporation was formerly known as “Harbor Ridge Homeowners Association”. The principal office of the Corporation in the State of Illinois shall be located in Antioch Township, County of Lake.

**ARTICLE II**

**MEMBERSHIP AND VOTING RIGHTS**

2.01 Membership. Each Owner of a Unit (as described in the Declaration), while he remains the same, shall be a Member of the Corporation. When more than one person constitutes an Owner of a Unit, all such persons shall be Members of the Corporation, and each Owner and Tenant, by acceptance of his deed or lease, whether or not it shall be so expressed in such deed or lease, shall be deemed to covenant and agree to be bound by and observe the terms and provisions of these by-laws and the rules and regulations promulgated from time to time by the Corporation, its Board of Directors and/or officers. Membership of an Owner in the Corporation is mandatory. No Owner shall have any right or power to disclaim, terminate or withdraw his membership in the Corporation or any of his obligations as a Member, and no such purported disclaimer, termination or withdrawal on the part of any such Owner shall be of any force or effect for any purpose. There shall be one class of Members. Members shall be all those Owners of Units located in the Development Property.

2.02 Voting Rights. With respect to all matters subject to a vote of Members, the Members shall be entitled to one vote for each Unit in which they hold the ownership interest, provided that when more than one person holds such interest or interests, the vote for such Unit shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any such Unit. However, in the event of a resale of a Unit in the Association, the purchaser of a Unit from a seller other than the developer pursuant to an installment sales contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the unit owners called for purposes of electing members of the Board, and shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of those rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office, or be elected and serve on the Board. Satisfactory evidence of the installment sales contract shall be made available to the Association or its agents. For purposes of this subsection, "installment

sales contract" shall have the same meaning as set forth in Section 5 of the Installment Sales Contract Act and subsection (e) of Section 1 of the Dwelling Unit Installment Contract Act.

2.03 Annual Meeting of Members. The annual meeting of the Members shall be on the second Monday in December each year, at the hour of 8 o'clock p.m., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

2.04 Special Meetings. Special meetings of the Members may be called by the President, by the Board of Directors or by the holders of not less than one-fifth of the votes to which all the Members are then entitled.

2.05 Place of Meeting. The Board of Directors may designate any place as the place of meeting for any annual meeting or special meeting of Members called by the Board of Directors. If no such designation is made, the place of meeting shall be the registered office of the Corporation in the State of Illinois. If all of the Members shall meet at any time and place and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice.

2.06 Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

2.07 Quorum. A majority of the total number of votes of all the Members, represented in person or by proxy, shall constitute a quorum at any meeting of the Members; provided that if less than a majority of such votes are represented at said meeting, a majority of the votes represented may adjourn the meeting from time to time without further notice, and the required quorum at any subsequent meeting shall be twenty-five percent (25%) of the total number of votes of all the Members, represented in person or by proxy. No such subsequent meeting shall be more than 45 days following the preceding meeting. If a quorum is present, the affirmative vote of the majority of the votes represented at the meeting shall be the act of the Members, unless the vote of a greater number is required by the Articles of incorporation, these by-laws or applicable law.

2.08 Proxies. At all meetings of Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before the meeting or with the Secretary or acting Secretary of the Corporation at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

2.09 Informal Action by Members. Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

2.10 Voting by Ballot. Voting on any question or in any election may be viva voce unless the presiding officer shall order or any Member shall demand that voting be by ballot.

### ARTICLE III

#### DIRECTORS

3.01 General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors (the "Board").

3.02 Number, Tenure and Qualifications. The number of directors of the Corporation shall be five (5) unless this number is changed by the membership. Each director shall hold office until the next annual meeting of the Members or until his successor shall have been elected and qualified. Directors need not be Members of the Corporation or residents of Illinois.

3.03 Regular Meetings. A regular 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.

3.04 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 of Directors may fix the place of the meeting called by them.

3.05 Open Meetings. Meetings of the Board shall be open to any unit owner, except for the portion of any meeting held: (a) to discuss litigation when an action against or on behalf of the particular Association has been filed and is pending in a court or administrative tribunal, or when the Board of the Association finds that such an action is probable or imminent; (b) to consider information regarding appointment, employment or dismissal of an employee; or (c) to discuss violations of rules and regulations of the Association or unpaid common expenses owed to the Association. Any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner.

3.06 Taping of Meetings. Any unit owner may record the proceedings at meetings required to be open by Section 18.5 of the Illinois Condominium Property Act by tape, film or other means; the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

3.07 Notice. Notice of Board meetings shall be mailed or delivered to each director at least 48 hours prior thereto, unless a written waiver of such notice is signed by the persons entitled to notice before the meeting is convened. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail 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 such notice of any 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. The purpose of any regular or special meeting of the Board of Directors need not be specified in the notice or waiver of notice of such meeting. Copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in any condominium at least 48 hours prior to the meeting of the Board. Where there is no common entranceway for 7 or more units, the Board may designate one or more locations in the proximity of these units where the notices of meetings shall be posted.

3.08 Quorum. A majority of the number of directors provided for by these by-laws shall constitute a quorum for transaction of business at any meeting of the Board of Directors; provided, that if less than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.09 Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors may be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

3.10 Informal Action by Directors. Unless specifically prohibited by the Articles of Incorporation or by-laws, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors entitled to vote with respect to the subject matter thereof. Any such consent signed by all the directors shall have the same effect as a unanimous vote and may be stated as such in any document.

3.11 Compensation. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. If authorized by voting members having two-thirds (2/3) of the total votes the Board of Directors, by the affirmative vote of a majority of directors then in office and irrespective of any personal interest of any director, may establish reasonable compensation of all directors and of officers and Members, for services rendered, and no such payment shall be deemed to be a dividend or a distribution of income of the corporation.

3.12 Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

3.13 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to execute and deliver any contract in the name of and on behalf of the Corporation, which authority may be general or confined to a specific instance.

3.14 Deposits, Checks, Drafts, Loans, Etc. All funds of the Corporation not otherwise employed 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. 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. No loans shall be contracted on behalf of the Corporation unless authorized by resolution of the Board of Directors, which authority may be general or confined to a specific instance.

## ARTICLE IV

### OFFICERS

4.01 Number. 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 and a Secretary, and such Assistant Treasurers, Assistant Secretaries or other office as may be elected or appointed by the Board of Directors.

4.02 Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of Members, or as soon thereafter as conveniently may be. Vacancies may be filled or new offices filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his death, resignation or removal.

4.03 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 (without prejudice to the contract rights, if any, of the person so removed).

4.04 Vacancies. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

4.05 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.

4.06 The 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 President in the order designated or elected) shall perform the duties of the President. The

Vice President shall perform such other duties, as from time to time may be assigned by the President or the Board of Directors.

4.07 The Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall keep proper books of account and cause' an annual audit of the Corporation's books to be made at the completion of each fiscal year. He shall prepare or cause to be prepared an annual budget and an annual balance sheet statement to be presented to the membership at its regular annual meeting. He shall have charge of and be responsible for all funds of the Corporation and in general perform all the duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him by the President or the Board of Directors.

4.08 The Secretary. The Secretary shall (a) keep the minutes of the Members' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) 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; (d) keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member; (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

4.09 Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such surety or 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, respectively or by the President or the Board of Directors.

## ARTICLE V

### MAINTENANCE AND REPAIR OF COMMUNITY AREAS

The Board of Directors shall: administer, maintain, repair, manage and operate the property of the corporation, which, in general, consists of or will consist of all or part of the Road Property and the Community Areas, as described in the Declaration. Without limiting the general powers which may be provided by law and these by-laws, the Board of Directors shall have the following powers and duties:

- (a) To hire a manager or managing agent to manage and operate the Corporation's property, upon such terms, for such compensation and with such authority as the Board of Directors shall determine;



(b) To insure the Corporation's property against loss or damage by fire, lightning, vandalism, malicious mischief, perils covered by extended coverage and such other hazards as the Board of Directors may deem desirable, for not less than full insurable replacement cost (to be determined from time to time by the Board of Directors) and to provide comprehensive public liability and property damage insurance in such limits (not less than \$1,000,000 combined single limit for bodily injury and property damage) as the Board of Directors shall deem desirable, insuring the members of the Board of Directors, the managing agent, if any, other agents and employees and the Members against any liability arising out of or in connection with the Corporation's property (which insurance should also cover cross-liability claims of one insured against another), and such workmen's compensation insurance as may be necessary to comply with applicable laws;

(c) To accept and retain legal title in the name of the Corporation to such portions of the Road Property and the Community Areas as may be conveyed to it;

(d) To adopt rules and regulations governing the use by the Members of the Road Property and Community Areas and to suspend the enjoyment of rights of any Member for any period during which any infraction of its published rules and regulations continues, except that the Board of Directors may not deny to any Member the right of ingress and egress between his Unit and public areas;

(e) To levy assessments on Members who own Units, as hereinafter provided;

(f) To provide for the payment of taxes assessed against, landscaping, gardening, snow removal, cleaning, repairing and replacing of, and security guards for, the Corporation's property;

(g) To grant easements over those portions of the Road Property and the Community Areas owned by the Association for the benefit of the Development Property, the Retained Property and the Non-Declaration Property, all as defined in the said Declaration of Easements, Covenants and Restrictions;

(h) The Board of Directors shall have the authority to establish and maintain a system of master metering of public utility services and to collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act;

(i) The Board of Directors shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Members for violations of the Declaration, by-laws, and rules and regulations of the Association. Nothing contained herein shall give rise to a statutory lien for unpaid fines; and

(j) The Board of Directors shall have standing and capacity to act in a representative capacity in relation to matters involving the Community Areas of the Association or more than one Unit, on behalf of the Owners as their interests may appear.



## ARTICLE VI

### ASSESSMENTS

6.01 Prorating Assessments. The Board of Directors shall assess the Members who own completed Units for the expenses of the Corporation, in a fair and equitable manner, in proportion to the fair market values of the Units owned by such Members, such values to be determined by the Board of Directors in accordance with its best judgment. No owner shall be assessed by the Board of Directors except with respect to Community Areas lying within sectors of the Development Property in which Units have been completed; nor except with respect to those portions of the Road Property which are improved.

6.02 Annual Budget. Each year, prior to December 15, the Board of Directors shall estimate the total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies which will be required during the ensuing calendar year, plus a reasonable amount considered by the Board of Directors to be necessary or desirable as a reserve for contingencies and replacements. On or before December 15 of each year, the Board of Directors shall notify each Member liable for assessments of such total amount, with reasonable itemization thereof, and of such Member's allocable share of such total amount taking into account any estimated available cash income for the year from the operation or use of the Corporation's property. Each unit owner shall receive, at least 30 days prior to the adoption thereof by the Board of Directors, a copy of the proposed annual budget. Each unit owner shall receive written notice mailed or delivered no less than 10 and no more than 30 days prior to any meeting of the Board of Directors concerning the adoption of the proposed annual budget or any increase in the budget, or establishment of an assessment.

6.03 Assessments for Reserve Fund. The Board of Directors shall provide for and maintain a reasonable reserve fund for contingencies and replacements. Extraordinary expenditures not included in the previous annual estimate shall be charged first against such reserve. If the original estimate of expenditures should prove inadequate for any reason, including non-payment of any Member's assessment, the Board of Directors may at any time levy a further assessment which shall be assessed to the Members in the same proportions as the annual assessment, and Members shall add their proportionate shares of such additional assessment to their monthly payments of assessments.

6.04 Payment of Assessments. On or before January 1<sup>st</sup> of each year and the first day of each subsequent month of such year, each Member shall pay to the Board of Directors, or to the managing agent, if any, acting on behalf of the Board of Directors, one-twelfth (1/12) of the annual assessment made against him by the Board of Directors as aforesaid. The failure or delay of the Board of Directors to prepare or serve notice of the total budgeted amount to be assessed shall not constitute a waiver or release of any Member's obligation to pay maintenance costs and reserves when the same have been determined, and in the absence of his receipt of any annual estimate, each Member owning a Unit shall continue to pay the monthly assessment at the existing rate established for the previous period. The Board of Directors shall have the right to suspend the enjoyment of rights of any Member for any period during which any assessment

remains unpaid, except that the Board of Directors may not deny to any Member the right to ingress and egress between his Unit and public roads.

6.05 Accounting. The Board of Directors shall keep complete records of receipts and expenditures affecting the Corporation's property, which shall be available for inspection by any Member liable for assessments at any reasonable time during normal business hours. Upon ten (10) days notice to the Board of Directors any Member shall be furnished a statement of his account setting forth the amount of any unpaid assessments due and owing from him, for which statement a reasonable fee may be charged to such Member. The Board of Directors shall annually supply to all unit owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves. The Association shall use generally accepted accounting principles in fulfilling any accounting obligations under the Illinois Condominium Property Act.

6.06 Default in Payment of Assessment. If a Member is in default in the payment of an assessment, and such default continues for thirty (30) days, the members of the Board of Directors may bring suit against such Member on behalf of themselves and all other Members to enforce collection of the delinquent amount, or to foreclose the lien therefore hereinafter provided; and there shall be added to the amount due the costs of said suit and all fees and expenses incurred in connection therewith, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the full extent permitted by law, the amount of any delinquent and unpaid assessments, and cost interest fees and expenses as above provided shall be and become a lien or charge against the Unit owned by such Member (or against the part of the Development Property not submitted to the Act [as defined in said Declaration] and owned by such Member) and may be foreclosed by an action brought in the name of the Board of Directors, as in the case of foreclosure of liens against real estate. A Member who is in default in the monthly payment of such charges or assessments for thirty (30) days shall have no voting rights at any meeting of the Members held after such thirty-day period and while such default persists.

6.07 Records.

(a) The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any unit owners in a condominium subject to the authority of the Board or their mortgagees and their duly authorized agents or attorneys:

(i) Copies of the recorded Declaration, other condominium instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation of the Association, annual reports and any rules and regulations adopted by the Association or the Board shall be available;

(ii) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses

incurred, and copies of all contracts, leases, or other agreements entered into by the Association, shall be maintained;

(iii) The minutes of all meetings of the Association and the Board of the Association shall be maintained for a period of not less than seven (7) years;

(iv) Ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the unit owners shall be maintained for not less than one (1) year; and

(v) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(vi) With respect to units owned by a land trust, if a trustee designates in writing, a person to cast votes on behalf of the unit owner, the designation shall remain in effect until a subsequent document is filed with the Association.

(b) A reasonable fee may be charged by the Association or the Board for the cost of copying.

## ARTICLE VII

### FISCAL YEAR

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

## ARTICLE VIII

### SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and have inscribed thereon "Antioch Golf Club Community Association, Corporate Seal, Illinois"; provided, however, that the affixing of a corporate seal to an instrument shall not give the instrument additional force or effect, or change the construction thereof, and the use of a corporate seal is not mandatory.

## ARTICLE IX

### AMENDMENTS

These by-laws may be altered, amended or repealed and new by-laws may be adopted at an annual meeting of the Member of the Corporation, or at any special meeting of the Members called for such purpose, by a majority vote of the Members present and entitled to vote at the meeting, provided a quorum is present at such meeting, in person or by proxy. In case of any

conflict between these by-laws and the Articles of Incorporation, the Articles of Incorporation shall control.

## ARTICLE X

### INDEMNIFICATION

The Corporation shall indemnify any and all of its director Officers, former directors and former officers from and against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made a party or parties by reason of being or having been a director or directors or an officer or officers of the Corporation, except in relation to matters as to which he or they shall be finally adjudged in such action, suit or proceeding to be liable for negligence or willful misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which he or they may be entitled under any agreement, vote of Members of the Corporation, or otherwise.