

DECLARATION

THIS DECLARATION, made this 18th day of March, 1970, by THE KENNEDY COMPANY, an Illinois corporation (hereinafter sometimes referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate described in Article One of this Declaration, and desires to establish certain rights, easements, restrictions, covenants, liens and charges with respect thereto.

NOW, THEREFORE, the Declarant, as the owner of said real estate declares as follows:

ARTICLE ONE

As used in this Declaration, unless otherwise provided or unless the context otherwise requires:

1. "Tullamore" means the following described real estate
Lots 1 to 57, both inclusive in TULLAMORE UNIT ONE,
being a subdivision in the South half of Section 23 and the North
half of Section 26, Township 44 North, Range 10, East of the
Third Principal Meridian, according to the plat thereof record-
ed July 22, 1969, as Document No. 1,429,533, in Lake County,
Illinois.
2. "Lot" means a parcel of land, within Tullamore, occupied
by or intended for occupancy by one dwelling and having frontage upon
a street, and which is owned by a "Lot Owner" as defined below. Therefore,
"lot" may or may not coincide with a lot of record.
3. "Lot Owner" means a person holding legal title of record
to a lot within Tullamore, provided, however, that (a) where title to a
lot is in more than one person, such co-owners together shall be considered
a single Lot Owner and shall share jointly the rights (including voting
rights), powers, obligations and responsibilities of a Lot Owner, (b) mere
mortgagees and holders of liens and encumbrances shall not be considered
Lot Owners, and (c) the Declarant, notwithstanding its ownership of one or
more lots within Tullamore, shall not be considered a Lot Owner.
4. "Association" means the corporation to be organized
pursuant to Article Three of this Declaration.
5. "Board of Directors" means the board of directors, however
designated, of the Association.
6. "Person" means any individual, firm, corporation, trustee
or other entity capable of holding title to real estate.

ARTICLE TWO

Until such time as the Association has been incorporated and
organized, the Declarant shall exercise the powers, rights, discretions,
duties and functions of the Association and of its Board of Directors,
including the power of assessment, as if such powers, rights, discretions,
duties and functions were each specifically reserved to the Declarant
under the terms hereof.

ARTICLE THREE

1. The Declarant, in its discretion, may cause to be organized, at any time, a corporation under the General Not For Profit Corporation Act of the State of Illinois. Such corporation shall be called "Tullamore Home-owners Association," or a name similar thereto. Each Lot Owner shall automatically be a member of the Association during the period he owns a lot in Tullamore. In addition, the Declarant shall be a member of the Association for a period of five years after the formation and organization of the Association, or until such earlier time as the Declarant shall voluntarily withdraw from membership in the Association.

2. The Articles of Incorporation and initial By-Laws of the Association shall contain such terms and provisions not inconsistent with this Declaration as the Declarant, in its sole discretion, may determine including any provisions which the Declarant may choose to insert limiting, enlarging or denying the right of any class or classes of members to vote; provided, however, that no such voting provision shall remain effective beyond the period during which the Declarant is a member of the Association. Unless so limited, enlarged or denied, and in any event after the Declarant ceases to be a member of the Association, each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote of members.

ARTICLE FOUR

1. No building, fence or wall shall be erected, placed or altered on any lot in Tullamore until the plans therefore have been approved in writing by the Board of Directors of the Association as to conformity and harmony of external design with existing structures in Tullamore.

2. No change shall be made in the grade or drainage of any lot in Tullamore, the effect of which is to cause damage from water to public lands or the property of any other Lot Owners, or which increases the risk of such damage. The determination of the Board of Directors of the Association that any such change is in violation of this paragraph 2 shall be conclusive and binding on all parties involved.

3. Any wall or fence installed by the Declarant or by the Association on land dedicated for public use at or in relation to a public entrance to Tullamore shall comply with the ordinances and regulations, if any, of the Village of Mundelein, and shall be maintained at all times in good repair and in safe and sightly condition, or the same shall be removed by and at the expense of Declarant until such time as the Association shall be organized and, thereafter, by and at the expense of the Association.

4. Every Lot Owner and all members of the household of the Lot Owner may use any swimming pools, playgrounds, dressing rooms, club house and other recreational equipment, facilities and improvements that shall be owned or operated by the Association. The Board of Directors shall promulgate appropriate terms, conditions and rules of conduct, including limitations on guests and invitees, which shall be binding upon all persons exercising the use privilege.

ARTICLE FIVE

1. All lots in Tullamore (except lots owned by the Declarant) shall be subject to one or more assessments each calendar year, to be levied uniformly in equal amounts against each such lot and collected in accordance with the following provisions:

(a) The amount of each assessment shall be determined by the

Board of Directors of the Association in relation to the purposes set forth at paragraph 2 below.

(b) Assessments shall be due and payable by each Lot Owner on or before thirty (30) days after receipt by the Lot Owner of written notice of the amount of his assessment. Assessments not paid on or before such due date shall bear interest thereafter at the highest rate of interest then allowed by law. All payments upon account shall be applied first to interest and then to the assessment payment first due.

(c) The unpaid portion of an assessment which is due and interest thereon, shall become a lien on the lot against which the assessment is levied upon the recording of a Certificate of Non-Payment of Assessments in the Office of the Recorder of Deeds of the county in which said lot is situated. The fees and other costs incurred for recording such certificate shall be recoverable as delinquent assessments.

(d) The Association at its option may enforce collection of delinquent assessments by suit at law, by foreclosure of the liens securing the assessments, or by any other competent proceeding, in whichever event the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree, together with interest thereon at the highest rate of interest then allowed by law, and all costs incident to the collection and the action, suit or proceeding, including without limiting the same to, reasonable attorneys' fees.

2. The funds collected by the Association as hereinabove provided may be used, in the Association's discretion, for any or all of the following purposes:

(a) The installation, upkeep, maintenance, operation, administration and management of any of the following which shall be or become situated in, upon and around cul-de-sacs, parkways, entrances, easements and public and community owned properties within or immediately adjoining Tullamore: walls and fences, swimming pools, playgrounds, dressing rooms, club house and related recreational equipment, facilities and improvements, trees, shrubs, flowers, lawns and other appropriate landscaping, improvements and such other amenities as shall promote and advance the general health, safety, welfare and living conditions within Tullamore.

(b) To pay all costs and expenses of maintaining and enforcing the easements, restrictions and covenants established and reserved by this Declaration, any plat of subdivision, deed of conveyance or other instrument affecting lands in Tullamore.

(c) To employ such attorneys and agents as are necessary to carry out the provisions of this Declaration.

ARTICLE SIX

Each grantee from the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to the provisions of this Declaration, and all such provisions shall run with the land and bind every owner of any interest therein, and all persons claiming under him, and inure to the benefit of such owner and persons in like manner, as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

ARTICLE SEVEN

1. The violation or breach of any provision of this Declaration, any plat of subdivision, or deed of conveyance or other instrument affecting lands in Tullamore shall give the Association, in addition to other rights herein granted to it, the right, in its discretion, to (a) enter upon the land upon which such violation or breach exists and, summarily abate, remove or correct at the expense of the Lot Owner, any structure, thing or condition that may exist thereon contrary to the provisions of such instrument, and the Association, and its agents, shall not thereby be deemed guilty of any manner of trespass, or (b) remedy the same by appropriate legal proceedings, at law or in equity, including without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof.

2. In any proceeding arising because of an alleged default by a Lot Owner, the Association shall be entitled to recover the costs of such proceeding including, without limitation, reasonable attorneys' fees.

3. All rights, remedies and privileges granted to the Association pursuant to this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies; nor shall it preclude the Association from exercising such other and additional rights, remedies or privileges as may be granted to it by this Declaration or at law or in equity.

4. No restriction imposed hereby shall be abrogated or waived by any failure to enforce any provisions hereof, no matter how many violations or breaches may occur.

5. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

ARTICLE EIGHT

This Declaration may be amended from time to time, or terminated, in accordance with the following provisions:

1. Until such time as the Association is incorporated and organized, by an instrument executed and acknowledged by the Declarant.

2. Thereafter and while the Declarant is a member of the Association, by an instrument executed and acknowledged by the Declarant and (b) two-thirds (2/3rds) of the remaining members of the association.

3. After the incorporation and organization of the Association and when the Declarant is not a member thereof, by a writing executed and acknowledged by two-thirds (2/3rds) of the members of the Association.

4. Each such instrument shall be effective only upon being recorded in the Office of the Recorder of Deeds of Lake County, Illinois, respectively.

5. The following recitals in any such instrument shall be conclusive and binding on all persons: (a) That the Association has or has not been incorporated and organized; (b) that the Declarant is or is not a

member of the Association; (c) that such instrument is executed and acknowledged by two-thirds (2/3rds) of the members of the Association entitled to sign such instrument.

ARTICLE NINE

This Declaration shall be binding upon and insure to the benefit of the successors and assigns of the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

THE KENNEDY COMPANY

BY

Robert J. Kennedy
President

ATTEST:

George A. Bruck
Asst. Secretary

STATE OF ILLINOIS)
 Lake) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert J. Kennedy, personally known to me to be the President of THE KENNEDY COMPANY, an Illinois corporation, and George A. Bruck personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Asst. Secretary, they signed and delivered the said instrument as President and Asst. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of March, 1970.

D. Louis E. Modjeski
Notary Public.

My Commission Expires Oct. 3, 1973

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DOC. FILED FOR RECORD IN RECORDERS
OFFICE LAKE COUNTY, ILLINOIS

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Frank J. Mustra
FRANK J. MUSTRA RECORDER



A G R E E M E N T

THIS AGREEMENT, made and entered into this 18th day of March, 1970, by and between FIRST NATIONAL BANK OF WAUKEGAN, Trustee Under Trust No. 979, party of the first part, which expression shall include its heirs, executors, administrators, agents or assigns where the context so requires or admits, and AXEL KUOPPALA and ALMA KUOPPALA, party of the second part, which expression also includes his, her, or their heirs, executors, administrators, agents or assigns where the context so requires or admits, witnesseth:

WHEREAS, the party of the first part owns and has title to that real estate and real property located in the City of Waukegan, County of Lake, State of Illinois, described as follows:

Lot 2 in Block 1 in Ladd and George's Addition to Waukegan, being a subdivision of part of Section 28, Township 45 North, Range 12, East of the 3rd P.M., according to the plat thereof recorded June 24, 1873, in Book "A" of Plats, page 11, in Lake County, Illinois,

AND WHEREAS, the party of the second part owns and has title to that real estate and real property located in the City of Waukegan, County of Lake, State of Illinois, described as follows:

The East one-half of Lot 1 in Block 1 in Ladd and George's Addition to Waukegan, being a Subdivision of part of Section 28, Township 45 North, Range 12, East of the 3rd P.M., according to the plat thereof, recorded June 24, 1873, in Book "A" of Plats, page 11, in Lake County, Illinois.

IT IS AGREED by and between the party of the first and the party of the second part that:

The parties hereto are desirous of creating a common driveway for ingress and egress between the aforescribed parcels of real estate which are contiguous to each other, which common driveway