

WOOSTER LAKE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DOCUMENT PREPARED BY:

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THIS DOCUMENT RETYPED 7/1/99 WITH
ADDITIONS AND AMENDMENTS BY:

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WOOSTER LAKE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION is made this 31st day of August, 1995, by **THE OWNERS OF THE LAND AND WATERS OF WOOSTER LAKE**, as described and listed in Exhibit "A" attached hereto and hereby made a part hereof (hereinafter referred to as "Declarants").

WITNESSETH:

WHEREAS, Declarants are the title holders of that certain real property situated in Lake County, Illinois, being known as WOOSTER LAKE and legally described in Exhibit "B" (all appended hereto and made a part hereof (hereinafter referred to as "Property"); and,

WHEREAS, the Property consists of the lots and properties surrounding and including the Waters of "Wooster Lake", including, but not limited to, the Indian Mound Subdivision, Schumacher Subdivision, Holiday Park LLC, Camp Henry Horner, Tanneron Bay, East Shore Subdivision, and all property having legal access to Wooster Lake, including all Wooster Lake bottom owners; and,

WHEREAS, Declarants intend to subject the Property to the control of an Illinois not-for-profit corporation known as the WOOSTER LAKE CONSERVATION AND CONTROL ASSOCIATION, INC. (hereinafter referred to as the "Association; and,

WHEREAS, Declarants intend to subject the Property to the covenants, conditions and restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Association; and,

WHEREAS, Declarants have deemed it desirable for the efficient preservation of the values and amenities of Wooster Lake and for the purpose of maintaining and keeping its natural state, for administering and enforcing the covenants, conditions and restrictions and for collecting and disbursing the assessments and charges hereinafter created; and,

NOW, THEREFORE, Declarants hereby declare that the property shall be held and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are for the purpose of protecting the value and desirability of, and which shall run with, the property submitted thereto and be

binding on and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

1. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

2. "Association" shall mean and refer to The Wooster Lake Conservation and Control Association, Inc., a not-for-profit corporation under the General Not-For-Profit Corporation Act of the State of Illinois, its successors and assigns, which is hereby established by this Declaration. Said corporation shall be the governing body for all of the Owners with respect to the administration and control of Wooster Lake; and said corporation shall be the legal representative for all matters and claims relating directly or indirectly to matters of common interest to all Owners. A copy of the initial By-Laws of the Association is attached hereto and made a part hereof as Exhibit "C" and by reference incorporated herein as if fully set forth.

Each Owner shall automatically become and be a member of the Association so long as he continues as an Owner. Upon the termination of the interest of an Owner, his membership shall thereupon automatically terminate and transfer and inure to the new owner succeeding him in interest.

3. "Property" shall mean and refer to Wooster Lake, consisting of one hundred (100.0) acres, as legally described in Exhibit "B".

4. "Lot" shall mean and refer to the plots of land so shown and designated upon a recorded subdivision plat owning a portion of the Property including, but not limited to, the subdivisions and properties referred to as the Property hereinabove.

5. "Declarant" shall mean and refer to the Owners listed on Exhibit "A" attached hereto.

6. "Declaration" shall mean the within instrument, together with those exhibits which are appended hereto and make a part hereof, and shall include such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof. The within Declaration may be referred to in any

other document as The Wooster Lake Declaration of Covenants, Conditions and Restrictions.

ARTICLE II

MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

1. Every Owner of any Lot shall automatically be a member of the Association (“Member”) and shall remain such so long as he remains an owner of a Lot subject hereto.

2. The Association shall have one (1) class of voting membership and each Member shall be entitled to one (1) vote. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Voting by proxy is provided in the By-Laws. An Owner owning more than one (1) Lot is entitled to one (1) vote for all lots in combination, unless the Owner pays additional dues for each Lot owned.

3. Annual dues of twenty dollars (\$20.00) is payable to the Secretary. Failure to pay the required dues and assessments levied by the Association shall result in a suspension of the Member's right to vote.

ARTICLE III

COVENANTS FOR USE OF WOOSTER LAKE

1. **BOATING.** Boating is permitted on Wooster Lake only to members in good standing and their guests. The following rules and regulations shall apply to all boats:
 - A. No boat can be stored either in the lake or the shoreline unless owned by and an Owner.
 - B. Boats may be docked at piers only with dock Owner’s permission.
 - C. Sail boats, canoes, paddleboats and other non-mechanically powered watercraft are expressly permitted.
 - D. A “no wake” speed is enforced after sunset.
 - E. All boats or any watercraft owned by an Owner to be used on Wooster Lake shall be registered with the Association along with proof of ownership and State of Illinois Registration.

- F. All boats or any watercraft owned by an Owner to be used on Wooster Lake shall be registered with the Association along with proof of ownership and State of Illinois Registration.
- G. All non-motorized watercraft shall have the right-of-way at all times.
- H. All non-motorized watercraft shall have the right-of-way at all times. Any boat with a motor which exceeds five (5) horsepower shall not exceed speeds of fifteen (15) miles per hour or operate their boats in any manner that would jeopardize the safety of others or cause excessive wakes.

2. **WOOSTER LAKE WATER LEVEL.** Monitoring of the lake level commenced in the spring of 1995 by putting in depth indicators at the EPA Lake Monitoring sites. The spillway constructed in November of 1973 was built by Grant Township at a cost of Three Hundred and No/100 (\$300.00) Dollars each to this Association, Holiday Park and the Wooster Lake Improvement Association.

No Owner shall tamper with the spillway to effectively influence the water level of Wooster Lake.

3. **SWIMMING.** Swimming is permitted anywhere in the lake except for designated restricted areas.

4. **CROSS COUNTRY SKIING.** Cross-country skiing is permitted on the lake. Owners must enter and exit from their own property or gain permission for such use from the property owner affected.

5. **SNOWMOBILING/MOTORCYCLING/ATV USE.**

- A. Snowmobiling/motorcycles/or use of an All Terrain Vehicle (ATV) is permitted on Wooster Lake by Owners only. Access to and from the lake shall only be through an Owner's property or Association Property unless permission is given to enter or exit in another subdivision or Owner's property.
- B. Snowmobiles/motorcycles/ATV operation after sunset must have approved running lights.

6. **PIERS/DOCKS.** Each individual lake bottom owner is restricted to one (1) dock, except for special need as provided for by law. Such an exception would provide for a second dock for those individuals needing handicap facilities. Docks should be temporary and easily put in and removed seasonally.

7. **FISHING.** Fishing is permitted on Wooster Lake to all Owners who legally have lake rights and their guests. All current State of Illinois Department of Conservation regulations are to be complied with. The following rules shall be obeyed:
- A. Fishing is permitted from a boat, shoreline or owner's permission on a dock.
 - B. No fishing is permitted in marked swimming areas.
 - C. Any ice fishing shelters used must not be left unattended and must be removed from the ice when leaving. No shelter may be left overnight.
 - D. It is the obligation of the fisherman to maintain a clean area and make certain all cans, glass, bait containers and any other garbage is removed from the lake/ice when leaving.
 - E. The practice of catch and release is encouraged for those species that are deemed low in density/abundance. Any variance of DNR limits will be posted at lake access points and reassessed by this association periodically.

ARTICLE IV

CERTAIN USES PROHIBITED

The following uses and activities are hereby expressly prohibited on Wooster Lake at all times:

- 1. The use of wave runners, jet skis, or personal motorized sport craft.
- 2. Any water skiing, tubing, or other activity in which a skier or device is pulled by a boat.
- 3. No trapping of animals.
- 4. No hunting of animals or waterfowl is permitted.
- 5. No resident may use any means or device to attract or harbor waterfowl to Wooster Lake. Mechanical devices that prevent the lake from natural freezing are prohibited.

ARTICLE V

WEED CONTROL AND DREDGING

No person shall be allowed to dredge, fill, rip, wrap, or otherwise alter the banks or beds of a flood plain or floodway without first notifying the Association

and obtaining the necessary State and Federal regulatory permission from the U.S. Army Corps of Engineers. No chemicals shall be used in any portion of the lake for weed control without the prior written permission of the Association.

ARTICLE VI

SHORELINE LANDSCAPING AND MANAGEMENT

1. All Owners shall maintain the shoreline and shall not allow the shoreline to deteriorate through erosion or other actions.
2. No owner or Wooster Lake resident with lake rights shall use lawn or garden fertilizer higher than a phosphorous count of 3%.

ARTICLE VII

MISCELLANEOUS

1. **NUISANCES.** No noxious or offensive activity shall be carried on or upon any of the lots or the lake, including, but not limited to, unreasonable levels of noise, nor shall anything be done thereon which may or may become an annoyance or a nuisance to the neighborhood. In addition, the Owners shall not cause any topsoil, dirt, or any other debris or material to be dumped or stored in the lake.

2. **DURATION AND AMENDMENTS.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have been voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial twenty (20) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Lake County, Illinois. This Declaration may be amended by an instrument signed by not less than fifty-one percent (51%) of the Owners.

3. **NOTICES.** Notices provided for in the Declaration or By-Laws shall be in writing and shall be addressed to the Association or to any Owner at its respective address. Notices addressed as above shall be deemed delivered when mailed by regular United States postal mail, or when delivered in person.

4. **SEVERABILITY.** Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5. RIGHTS AND OBLIGATIONS. The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the By-Laws, whether or not mention thereof is made in said deed.

6. MISCELLANEOUS PROVISIONS. Any provision of the within Declaration or of the By-Laws to the contrary notwithstanding, the following provisions shall control:

- A. Upon the request of any first mortgagee of a Lot (including any dwelling thereon), the Association shall furnish to such mortgagee a written notice of any default by the Owner of such Lot in the performance of such Owner's obligations under the within Declaration or the By-Laws or Association Rules and Regulations which is not cured within thirty (30) days. Any first mortgagee of a Lot who comes into possession of the said Lot pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Lot which accrued prior to the time such holder comes into title of said Lot.
- B. No provision of the within Declaration or of the By-Laws or Articles of Incorporation of the Association, or any similar instrument pertaining to the Property or the dwellings thereon, shall be deemed to give an owner or any other party priority over any rights of bona fide first mortgages of Lots pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses.
- C. There shall be included in each annual dues levied by the Association an amount sufficient to carry out the terms and provisions of this Declaration and the cost of the business of the Association. Dues are mandatory. All dues must be paid by the Annual Meeting in order to have the right to vote.
- D. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and

Paragraphs are for convenience only and neither limit nor amplify the provisions of the Declaration unless specified reference is made to such Articles, Paragraphs or subdivisions of another document or instrument.

7. **HEADINGS.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

8. **CONFLICTS.** In the event of any conflict between this Declaration and the By-Laws or Articles of Incorporation, this Declaration shall control.

ARTICLE VIII

INDEMNIFICATION

SECTION 1. LIMITED LIABILITY OF OFFICERS.

No officers serving without compensation other than reimbursement for actual expenses, shall be liable, and no cause of action may be brought, for damages resulting from the exercise of judgment or discretion in connection with the duties or responsibilities of such officer unless the act or omission involved willful or wanton conduct, as defined in the “Local Government and Government Employee Tort Immunity Act”.

SECTION 2. INDEMNIFICATION OF OFFICERS.

The association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed actions suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact he or she is or was an officer, or agent of the Association, or who is or was serving at the request of the Association as an officer, committee member or agent of another corporation, partnership, joint venture; trust of another enterprise, against expenses (including attorney’s fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interest of the Association, and, with the respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in

good faith and in a manner which such person reasonably believed to be in the best interests of the Association or, with the respect to any criminal action or proceedings that the person had reasonable cause to believe that such person's conduct was unlawful.

SECTION 3. INDEMNIFICATION IN THE ACTIONS BY OR IN THE RIGHT OF THE CORPORATION.

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative action by or in the right of the Association to procure a judgment in its favor reason of the fact he or she in or was an officer, or agent of the Association, or who is or was serving at the request of the Association as an officer, committee member or agent of another Association, partnership, joint venture, trust of another enterprise, against expenses (including attorney's fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action suit, or proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in, or not to, the best interests of the Association, and, with the respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association or, with the respect to any criminal action or proceeding, that the person had reasonable cause to believe that such person's conduct was unlawful.

SECTION 4. DETERMINATION OF CONDUCT.

Any indemnification under Sections 2 & 3 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the officer or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 2 & 3 of this Article. Such determination shall be made (a) by a two-thirds majority of a quorum of voting Association members who are not parties to such action, suit or pending suit, or (b) if such a quorum is not obtainable or even if obtainable, if a majority of all disinterested Association members so directs, by legal counsel in a written opinion.

SECTION 5. PAYMENT OF EXPENSES IN ADVANCE.

No expenses will be paid in advance for defending any civil or criminal action, suit or proceeding.

EXHIBIT "A"

THE OWNERS OF THE LAND AND WATERS OF WOOSTER LAKE

W.L.C.C.A. Inc.
Ken (Pres.) & Faith Calvert
26665 W. Wooster Lake Dr.
Ingleside, IL 60041
05-23-100-025

Robert & Anna Faber
26511 W. Wooster Lake Dr.
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847-740-4417
05-23-100-016
05-23-200-041
05-23-200-015
05-23-200-017

Steve & Julie Smith
26289 Wooster Lake Ave.
Ingleside, IL 60041
05-23-202-013
05-23-202-002

Rob & Susan Rosenlof
26281 Wooster Lake Ave.
Ingleside, IL 60041
05-23-202-015

Wooster Lake Imprvmt. Assc.
Tom (Pres.) & Jan Goggin
26656 Wooster Lake Dr.
Ingleside, IL 60041
05-23-116-001

Jan Anderson
9250 Lotus Ave.
Skokie, IL 60077
05-23-202-007
05-23-202-009

Scott & Betsy Wold
34520 N. Hickory Ct.
Ingleside, IL 60041
05-23-205-002

East Shore Wooster Lake
Gerry (Pres.)& Kurt Stimpson
26177 W. Van Buren
Ingleside, IL 60041
05-23-202-012
05-23-202-018

Camp Henry Horner
Susan Rochlis Director
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Ingleside, IL 60041
05-23-300-014
05-23-400-004
05-23-300-010

Frank & Sue Urbina
26901 W. Burkhardt Ln.
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05-23-303-005
05-23-300-023

John & Karen Penland
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Ingleside, IL 60041
05-23-300-022

Jack Keisgan
26863 W. Burkhardt Ln.
Ingleside, IL 60041
05-23-303-003
05-23-300-007

Tanneron Bay Assc.

Peter (Pres) & Jeanne
Dziadus
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Ingleside, IL 60041
05-23-200-016

Wickell, Dan & Barb
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(Robert & Julie Mitchell)
34530 N. Hickory Ct.
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05-23-205-001

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05-23-401-008
05-23-401-010

Cambridge of Holiday Park
Fox Lake , IL 60020
05-23-100-026
05-23-100-027
05-23-100-034

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05-23-202-011

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05-23-401-002

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05-23-401-004

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05-23-401-004

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