

**PETITE LAKE HIGHWOODS ASSOCIATION
CONSTITUTION AND BY- LAWS
AMENDED AND APPROVED SEPTEMBER 2026**

ARTICLE I

ASSOCIATION DESCRIPTION

SECTION 1.

NAME:

This Association shall be known as "**Petite Lake Highwoods Association**".

SECTION 2.

OBJECT:

This Association is organized "Not for Profit" but for the maintenance, upkeep and general improvements of the parks, beaches, and boat landings of Petite Lake Highwoods Subdivision, and to promote good fellowship and the protection of the community. This Association is dedicated to providing access to parks, beaches, and community areas to all residents by way of reasonable and readily achievable improvements to our community.

This Association is organized in accordance with and to carry out the provisions of the contract under which lots were bought and sold in Petite Lake Highwoods Subdivision, and in accordance with the Warranty Deed given thereto with special reference to provisions for the care of parks.

ARTICLE II

QUALIFICATION OF MEMBERS

SECTION 1.

A. The following are eligible for membership in Petite Lake Highwoods Association.

- 1.** Lot Holders of record. (Lot Owners)
- 2.** Purchasers of lots on contract from a Lot Holder of record.
- 3.** Beneficiaries of Land Trusts in which the Trustee is the Lot Holder of record.

B. Lot Holders of record on Highwoods Drive with the following PIN #'s:

02-30-108-023 Lot 132
02-30-108-022 Lot 133
02-30-108-004 Lot 134
02-30-108-017 Lot 135
02-30-108-018 Lot 136
02-30-108-002 Lot 137
02-30-100-031 Lot 138

C. A member in good standing is described to be current with all monies owed, to include lot assessments, special assessments, pier fees, fines, and any other applicable charges.

D. Renters who reside in a member's property. They have no membership in Petite Lake Highwoods Association but benefit from association amenities. Any renter concerns must be brought forth through the member.

E. Subdivision amenities are meant for single-family residences. Should a lot be conveyed to a business, corporation, association or any owner for use by more than a single family household the Association benefits and amenities are not transferred and the said business or association may only have limited rights expressly conveyed by the Board.

F. Short term rentals (AirBNB or similar type rentals) are not allowed in the Association.

ARTICLE III

OFFICERS: THEIR ELECTION AND DUTIES

SECTION 1.

OFFICERS:

The officers of this Association shall be a President, Vice-President, Secretary, Treasurer, Beach Commissioner, Park Commissioner, and Road Commissioner. They shall constitute the Board of Directors

SECTION 2.

ELECTION:

Any member of this Association, in good standing, may be elected to hold any office provided for by Section 1 of this article. All elections shall be held at the Annual Meeting of this Association each year or until their successors are elected or appointed, at which time they shall turn over to their successors all Monies, records, and Association property entrusted to them.

SECTION 3.

PRESIDENT:

The executive power shall be vested in the President; the President shall preside at all meetings of the Association and the Board of Directors, of which the President shall be Chairman, announce the business before the Association, state and put all proper questions, preserve order and decorum, decide all question of order, enforce the observance of this Constitution and by-laws, and perform such other duties as the nature of this office may require. The President shall also appoint all committees not otherwise provided for.

SECTION 4.

VICE-PRESIDENT:

The Vice-President, in the absence of the President, shall be vested with the same powers and duties of the President. The Vice-President will receive, log, present complaints to the board, follow through with written communication concerning the complaints, provide an opportunity for the member to be heard, and enforce any decision achieved by the board.

SECTION 5.

SECRETARY:

The Secretary shall prepare and keep accurate minutes and records of the proceedings of the Association and Board of Directors, conduct all official correspondence for the Association, and keep an accurate record thereof. The Secretary shall keep on file all reports of the officers and committees and shall have custody of all documents. The Secretary will prepare an agenda and minutes for each board member, for each meeting. The agenda will be signed by the President before distribution. The Secretary shall have funds available for supplies, etc. as approved by the Board of Directors.

SECTION 6.

TREASURER:

The Treasurer shall keep full accounts of all transactions of his/her office and shall make a report at each annual meeting. The Treasurer shall not pay out any sum except when authorized by the Board of Directors and/or in the approved budget. The Treasurer shall furnish a Surety Bond of not less than \$10,000.00, the premium therefore, to be paid by the Association. The Treasurer shall collect all fees and keep record thereof as well as turn deposit slips over to the Secretary for matter of record. The Treasurer shall at all times maintain an accurate account of delinquencies. The Treasurer shall have charge of and keep a complete record by checkbooks, bank books, journals, ledgers, etc., of all Monies belonging to the Association and shall disburse all Monies belonging to the Association upon properly approved vouchers. The Treasurer shall keep a balance of money in the regular checking account to cover all checks issued and sufficient to avoid service charges. A Treasurer's report will be submitted for approval into the minutes of each board meeting. A Revenue and Expense Statement will be made and distributed at each annual meeting. This will be zeroed out when the audit is done. An annual audit by three members other than officers of the Board of Directors will be made of all books before they are turned over to the new Treasurer and Secretary; this will establish a fiscal year from September 1st to August 31st. Any new capital expenditures greater than \$500.00 not in the annual budget will be reviewed at annual meeting and must be voted on by a majority of the Lot Owners at a special meeting with proxies accepted and by petition before funds will be distributed. Any monies requested of the Treasurer for disbursement may be turned down by same except as voted for by a majority of the Board of Directors and/or Lot Owners.

SECTION 7.

BEACH COMMISSIONER:

The Beach Commissioner shall have general charge of all the beaches and boat landings in Petite Lake Highwoods Subdivision, inclusive of Lot #35; the Beach Commissioner shall see that the beaches and boat landings are kept clean and in good order. The Beach Commissioner shall have the power to spend monies with Board approval as outlined in the annual budget.

SECTION 8.

ROAD COMMISSIONER:

The Road Commissioner shall have general charge and supervision of the roads. It shall be the Road Commissioner's duty to see that they are kept clear and in good repair and that water drains and catch basins in the subdivision are kept clean and open. The Road Commissioner shall act as liaison with the Lake Villa and Antioch Highway Commissioners and have the power to spend monies with Board approval as outlined in the annual budget.

SECTION 9.

PARK COMMISSIONER:

The Park Commissioner shall have general charge and supervision of the parks and park equipment; the Park Commissioner shall see that the grass is cut in the parks and parkways, and along the streets and also have charge of keeping the weeds cut on all vacant lots and roadways in the subdivision when necessary. The charges for grass cutting and cleaning of all lots will be billed to the owner of said lot with the rights of lien upon properties if the bill is not paid. The Park Commissioner shall have the power to spend monies with Board approval as outlined in the annual budget.

SECTION 10.

BOARD OF DIRECTORS:

The Board of Directors shall consist of seven (7) members named above, and shall have general supervision of the financial affairs of the Association; shall have the power to pass such rules and regulations as they deem necessary for the protection of the parks, beaches, boat landings, and roads; they only shall have power to give out contracts for work for the upkeep and improvements of all parks, beaches, boat landings, and roads. Except such power as is delegated to the Commissioners, and shall approve all vouchers paid out by the Treasurer, except as noted in Sections 7, 8, and 9, and shall perform such other duties as the Constitution and By-Laws direct. All Directors, in the absence of the Treasurer, may accept monies from Lot Owners, in payment of assessments, and shall turn same over to the Treasurer. Four (4) members shall constitute a quorum for transaction of business. Each member of the Board of Directors shall be entitled to one vote at monthly meetings of the Board of Directors.

SECTION 11.

OFFICERS:

All officers shall be chosen separately at the Annual Meeting of each year and by secret ballot if there is more than one nomination. The majority of all votes cast shall be necessary for a choice. Term of office shall be from September 1st to August 31st of the following year. In the event that new officers are not elected prior to the expiration of the term, the old officers shall continue to serve until the new officers are elected.

SECTION 12.

VACANCIES:

All vacancies of officers and commissioners shall be filled by appointment by the President with the approval of the majority of the Board of Directors, and shall hold office until the next annual meeting. In the event of a vacancy, the responsibility of the Board of Directors shall be to choose the best qualified member in good standing to serve the remaining term.

SECTION 13.

COMPENSATION:

The Secretary and Treasurer shall receive compensation, the amount to be decided at the Annual Meeting of members.

SECTION 14.

DIRECTOR AND OFFICER LIABILITY:

Except as expressly otherwise provided by the By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The directors and officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers. The Owners shall indemnify and hold harmless each of such directors or officers against all contractual and other liabilities arising out of contracts made by or other acts of the Board of Directors and officers of the Association on behalf of the Owners of the Association, unless any such contract or act shall have been finally adjudged by a court to have been made fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against costs and expenses (including, but not limited to, counsel fees, amount of judgments paid and amount paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any Director or officer of the Association may be involved by virtue of such persons being or having been such Director or officer; provided however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director or officer, or (b) any matter settled or compromised, unless, in the option of independent counsel selected by or in a manner determined by the Board of Directors, there is not reasonable ground for such person being adjusted liable for gross negligence or fraud in the performance of his duties as such Director or officer. Every agreement made by the Board of Directors on behalf of the Association shall be deemed to provide that the Directors are acting only as agents for the Lot Owners, and shall have no personal liability thereunder (except as residential Lot Owners) and each lot holder's liability thereunder shall be limited to an amount to the total liability thereunder divided by the then total number of residential lots.

SECTION 15.

INSURANCE:

The Board shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. The premium for such insurance shall be common expenses payable out of the proceeds of the annual assessments required by and collected in accordance with the By-laws. The Association shall be further responsible for maintaining such policies of insurance for the Community Areas against loss or damage by fire and such other hazards contained in customary coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent.

ARTICLE IV

MEETINGS

SECTION 1.

ANNUAL MEETINGS OF THE ASSOCIATION:

A. Annual Meetings of the Association shall be held in September or a date of which shall be established by the Board of Directors. This meeting will be conducted in accordance with the most recent revised edition of Robert's Rules of Order.

B. Any changes or revisions to the current by-laws must be approved either at the annual meeting, Special Call Meeting or 51% of votes in favor including online.

C. Notification of the Annual Meeting must be posted to the members at least thirty (30) days in advance of the scheduled date .

SECTION 2.

SPECIAL MEETINGS OF THE ASSOCIATION:

Special Meetings of the Association shall be called by the Board of Directors, upon a majority vote of said Directors, or upon receipt of a petition signed by a minimum of twenty (20) members in good standing, providing that such members are owners of at least thirty (30) lots in Petite Lake Highwoods Association, inclusive of PIN #'s.

Notice of Special Meetings must be posted to the members at least ten (10) days prior to such meetings. The Meetings will be conducted in accordance with the most recent / revised edition of Robert's Rules of Order.

SECTION 3.

MEETING OF THE BOARD OF DIRECTORS:

A. Meetings of the Board of Directors shall be held at least once a month or as needed, for twelve (12) months at such time as the Directors shall agree on, and otherwise at the call of the President or four (4) members of the Board of Directors. Meetings will be conducted in accordance with the most recent revised edition of Robert's Rules of Order.

B. Members may attend a meeting of the Board of Directors at any time with prior notice to the Board. The matter being brought before the Board must be presented to a Board member a minimum of ten (10) days prior to the meeting the member wishes to attend. The Board reserves the right to postpone a members request to attend a monthly meeting to the following month.

SECTION 4.

QUORUM:

A quorum of membership of the Association shall consist of twenty (20) members in good standing, providing that such members own at least thirty (30) lots; such quorum shall be authorized to transact business at any annual or special meeting of the Association.

SECTION 5.

VOTING AT MEETING OF THE ASSOCIATION:

A. Only one (1) vote shall be cast for each lot in the Subdivision (including PIN #'s) e.g. if a husband and wife own one (1) lot, they are only entitled to one (1) vote between them, if five (5) lots are owned they are entitled to five (5) votes between them.

B. A proxy shall be made available for those members, in good standing, who do not attend the Annual or Special Meeting. A proxy authorizes a person to act on behalf of another, therefore allowing a member to cast their vote when they are not physically at the meeting to do so. Proxies will be made available at least ten (10) days prior to the Annual Meeting or Special Meeting.

ARTICLE V

ASSESSMENTS

SECTION 1.

LOT ASSESSMENTS:

Lot Assessments shall be levied each year against each lot owner as provided in Contracts and Warranty Deeds under which said lots were purchased, not to exceed \$15.00 per lot per year. All assessments shall be paid in advance and not later than March 31st of each year so audit of books can take place in a timely manner and liens can be placed by May 31st. Reference is here made to clauses in the Warranty Deed as recorded in the Recorder's Office, Lake County, Waukegan, Illinois.

SECTION 2.

SPECIAL ASSESSMENT:

A special assessment is levied each year against each homeowner to cover operating costs for all Petite Lake Highwoods Association properties, including but not limited to liability insurance, lawn maintenance throughout the Subdivision inclusive of PIN #'s, and any other necessary expenses for the upkeep or improvement of the Subdivision inclusive of PIN #'s. The amount is determined by the Board of Directors and voted on at the Annual Meeting held in September, and put in effect with a majority vote. All residents are obligated to pay the Special Assessment. All assessments shall be paid in advance and not later than March 31st of each year so audit of books can take place in a timely manner and liens can be placed by May 31st, following fiscal close.

SECTION 3.

SOCIAL FUNCTIONS:

If any social functions are held, the money collected in fees or admissions shall be kept in a separate fund and not mingled with money collected from such assessments and shall be reported at annual meeting and disbursed at the discretion of the Board of Directors, except that they shall leave a balance of \$50.00 at all times.

SECTION 4.

NON-PAYMENT OF ASSESSMENTS

If a Member fails to pay Lot and/or Special Assessments by May 31st, a lien can be placed on the property and the Member will be removed from "good standing" category. "Good Standing" category allows a member to use all the Association amenities.

NOTE: The costs of the lien and other associated activities will be added to the amount owed to the Association. If payment for current year is not received by December 31st, a 5% interest rate will be applied to amount owed and other past due amounts.

ARTICLE VI

AMENDMENTS

SECTION 1.

This Constitution and By-Laws may be amended at an Annual Meeting of the Association or at any Special Meeting called for that purpose by 51% in favor, inclusive of PIN #'s owning a majority number of lots in Petite Lake Highwoods Association. Notice of any proposed amendment shall be posted at least ten (10) days prior to its presentation at a meeting. Hard copy of information is available upon request. Any Local, State, Federal, or other laws, shall supersede any subdivision or by-law requirements. The Board of Directors shall be directed to comply with the law and no vote is needed by general membership. Every member and renter will receive and have access to a current copy of the By-Laws via the website. Hard copies of the by-laws are available upon request.

The Board is responsible for seeing that new members receive current By-laws in a timely manner. Lot Owners are responsible for providing current By-Laws to their renters. Lot Owners are responsible for providing their realtor/buyer the by-laws, signature of bylaw agreement and a waiver of lien indicating all assessments/fines are paid in full for the said properties. These papers must be included in the property closing files. Every member and renter is required to sign a receipt acknowledging that they have received a copy of the by-laws. New members and renters are required to submit the signed acknowledgement to the Secretary within 60 days of the property transaction or lease agreement.

ARTICLE VII

GROUND RULES AND REGULATIONS

GENERAL:

The following rules and regulations have been adopted and are made pursuant to a common plan for the improvement of Petite Lake Highwoods Association, inclusive of PIN #'s, and for the mutual benefit of all members of this Association, to maintain this residential area as a high class, all year-around community, and it is to that end that each of the following restrictions have been adopted.

SECTION 1.

BEACH, WATERWAYS, AND BOAT LANDINGS:

The beach, waterways, and boat landings shall be under the general supervision and control of the Beach Commissioner, and they shall have full power and authority and be charged with enforcing the following:

A. BEACH: The beach is described as the sand filled area which is designated as the swim area.

1. No dogs shall be allowed on the main park beach area.
2. No rubbish from boats or picnicking; no live or dead bait, or fishing line shall be thrown on the beach or in the water. Each person is responsible for the removal and disposal of such rubbish.
3. Only members, renters and guests accompanied by a member or renter are permitted to use the boat launch and piers. Members and renters must accompany guests using the beach.
4. Approved people (see above) using the beach area must respect neighbors and refrain from making unnecessary noise or activity.
5. No paint or liquid cleaners or chemicals of any kind are to be used on beach or near walkways.
6. Glass containers or bottles of any kind are prohibited on the beach.
7. The beach is closed at 10:00 P.M. unless prior arrangements are made. Quiet times for beach, waterways and boat landings are 10 pm-7am.
8. The beach and pier areas shall be posted with signs readable from the channel stating "For Residents Only" or a similar notice. This will give Petite Lake Highwoods Association Members the authority to report trespassers to the Lake County Sheriff.
9. No fishing is allowed in the swimming area.
10. To prevent property damage, no vehicles over 1,000 lbs may be parked or driven on the beach, without prior approval from the Board of Directors.
11. No snowmobiles are allowed in the beach area.
12. Any local, state, federal, or other laws shall supersede or be in addition to any subdivision or by-law requirements.

SECTION 2.

A. BOAT LANDINGS, PIER RENTAL, AND BOAT LAUNCH KEY

1. No boats are allowed in the swimming area. The swimming area is adjacent to the beach and bordered on 3 sides with existing piers.
2. Any member or renter who uses the beach for a boat landing must use an approved pier spot. Boats must be fastened neatly and as uniformly as possible in boat stalls and/or on boat lifts.
3. The Beach Commissioner is responsible for numbering piers and keeping a record of all boat license numbers, name of owner, boat width and length, type of boat and number of pier space or space assigned. Piers are not transferable upon sale of property. Newly available piers will be assigned per waiting list.
4. For a member or renter to qualify for pier rental, the following conditions must be met:
 - a. A member (or renter's member) must be in good standing, current with all monies owed to include lot assessments, special assessments, pier fees, fines, and any other applicable charges.
 - b. Must provide a copy of boat registration to the Beach Commissioner annually to prove boat ownership, liability insurance and provide valid registration copy to be kept on file by the Secretary. Boats which do not require licensing will be certified by the Board of Directors that they do belong to lot owners.

- c. A Pier Rental Agreement and Supplement, (if issued) must be signed and submitted annually. The Pier Rental Agreement Supplement may be changed by a majority vote of the Board of Directors.
- d. Pier rental is limited to one pier space per member household, regardless of the # of lots owned. The only exception being if all requests have been satisfied. In this event, multiple piers could be obtained by members per Article II, Procedures for Assigning Piers, Section 3.
- 5. Members, renters and their guests using the beach and main park area need to be careful and respectful not to damage boats in pier spaces and will be held responsible for said damages.
- 6. Any local, state, federal, or other laws shall supersede or be in addition to any subdivision or by law requirements.

SECTION 3.

C. PROCEDURES FOR ASSIGNING PIERS:

1. To be eligible for a pier, the person must be a Petite Lake Highwoods Association Member in good standing, inclusive of pin #'s and reside at the address indicated on the boat registration.
2. Each member who wants to retain a pier each year will be allowed to do so if the above qualifications are met by March 31st of each year (Article II Section 1). By March 31st, the member notifies the Beach Commissioner of his pier intentions for the upcoming season. If the qualifications are not met, the pier space will be disseminated according to the waiting list. If your rented slip is not occupied by your watercraft by the end of 2 seasons, you will forfeit your slip. You may reapply the following year.
3. On March 31st, the Beach Commissioner will assign any remaining piers per the current waiting list. If any piers still remain after the current list has been satisfied, requests will be accepted from members on a first-come basis.
4. Any remaining requests will be added to a waiting list in the order they were initially received.
5. Renters may submit a request for a pier space through the Lot Owner. Renters requests can only be fulfilled if there is an open pier and no current member waiting list. Renters may hold a place on the waiting list however, members always take priority. A Renters use of pier slip is on an annual basis.
6. Selection of locations for boats is at the discretion of the Beach Commissioner.
7. Members must familiarize themselves with Laws and Regulations regarding the operation of all types of boats/watercraft.
8. Prior Board approval and \$250 deposit is required for Members using boat lift at their pier area. If a boat lift is unused for 2 seasons or the lift is in disrepair, the lift will be removed at owner's expense along with loss of \$250 deposit.

SECTION 4.

BOAT LAUNCH KEY

1. Boat launch keys are available through the Beach Commissioner.
2. The key may be borrowed from a board member, with prior notice, and returned after use for each launch and retrieval of a watercraft.
3. A member in good standing may request a key to keep in their possession. The request must be made to a Board member and a deposit for the key is required; the amount is to be determined by the Board of Directors, by majority vote. The deposit will be returned upon returning the key. If a key is lost the deposit is not returned, the deposit is then the property of the Association. Renters may obtain a key by request through their member.

ARTICLE VIII

ROAD AND LANES TO BEACH AND BOAT LANDINGS:

SECTION 1.

All roads and lanes to the beach and boat landings shall be under the general supervision and control of the Road Commissioner, and they shall have full power and authority and be charged with enforcing the following:

- 1.** All roads shall be kept neat and clean.
- 2.** No rubbish of any kind, such as leaves, fishing lines, trimmings from bushes and hedges, grass, limbs of trees or of any description shall be raked into or placed on the roads.
- 3.** Speed limit of any vehicle on the roads in the subdivision shall not exceed the posted legal limit.
- 4.** The parking of vehicles of any type or description on all roads, lanes/walkways and boat launch of the subdivision is prohibited. All members shall provide parking for personal and guest vehicles on their own property. Lake County Sheriff 847- 549-5200 may be contacted in advance to arrange temporary parking for a special event.
- 5.** Owners are responsible for cleaning up after their animals throughout the subdivision, inclusive of pin #'s and lot # 35. As a common courtesy, it is expected that owners refrain from allowing their animals to walk and/or relieve themselves on residential properties not owned by the member.
- 6.** Any local, state, federal, or other laws shall supersede or be in addition to any subdivision or by law requirements.

ARTICLE IX

PARKS, PARKWAYS, AND VACANT LOTS:

SECTION 1.

All parks (north park, main park, surrounding the beach, and south park), parkways, and vacant association lots, inclusive of lot #35 shall be under general supervision and control of the Park Commissioner and they shall have full power and authority and be charged with enforcing the following:

- 1.** No rubbish of any description may be raked or dumped on parks, parkways, or vacant lots. **2.** No member or renters shall make use of the adjacent lots or permit contractors or workmen to use the same for building, construction, or remodeling of their property, without the consent, obtained in writing from the owner of said lot. In case the lot is used with consent of the owner, it must be placed in a neat and clean condition upon completion of any such work.
- 3.** Members must refrain from leaving iron stakes or hidden obstacles in the ground of vacant lots or any other obstacles that will injure mower when cutting high grass and weeds.
- 4.** Wood cutting on the island is permitted only with prior approval of the Board of Directors. **5.** The parks and island will be posted with appropriate signs indicating they are private property, camping is not allowed, etc. This will give Petite Lake Highwoods Association the authority to report trespassers to the Lake County Sheriff.
- 6.** Fires and food cookouts are allowed at designated areas however, it is required that fires are extinguished and rubbish is disposed of prior to leaving the area.
- 7.** No paint or liquid cleaners or chemicals of any kind are to be used at the park or near walkways except in the case of needed maintenance.
- 8.** Glass containers or bottles of any kind are prohibited at all parks.

9. Only members, renters and guests accompanied by a member or renter are permitted to use all parks. Members and renters must accompany their guests while using all parks.
10. No vehicles over 1,000 lbs can be parked or driven on any park without prior Board of Directors approval, in order to prevent property damage.
11. No snowmobiles are allowed in any park except as passage for entry and exit to and from the frozen ice.
12. Any local, state, federal, or other laws shall supersede or be in addition to any subdivision or by law requirements.

ARTICLE X

BUILDINGS, NEW CONSTRUCTIONS, ALTERATIONS, MAINTENANCE AND ADDITIONS:

SECTION 1.

PERMIT REQUIREMENTS:

In accordance with an ordinance passed by the County Board of Supervisors of Lake County of April 25, 1939 (shown in record Book "Z", Pages 409-418 and plats therewith) and also amendments thereto, dividing the entire county outside the limits of cities, villages, and incorporated towns into districts, regulating and restricting the location and use of buildings, and establishing building lines outside the limits of such cities, villages, and incorporated towns and pursuant to an act in relation to county zoning passed by the General Assembly of the State of Illinois, approved June 28, 1935. Therefore, it is illegal to erect any type of building, to make certain alterations or additions to buildings, without first securing a permit for the same. Information regarding the securing of such permits can be obtained through the Lake County Building and Zoning Department.

SECTION 2.

FENCES:

- A. Neighbor-facing fencing is to be maintained and free of any signage or lighting. Fence requirements are per Lake County Building and Zoning Department.
- B. New privacy fences (i.e. those six (6) feet tall or higher and solid) are not permitted to be installed along roadways and between homes of front yards in Petite Lake Highwoods Subdivision. Any variation requires Board of Directors approval.
- B. No fencing of any sort is permitted along properties adjacent to the beach and parks with the following PIN#'s, without prior Board of Directors approval.

02-30-104-001
02-30-104-003
02-30-104-004
02-30-104-005
02-30-104-006
02-30-104-007
02-30-104-008
02-30-104-009
02-30-104-010
02-30-104-011

SECTION 3.

TRASH DISPOSAL AND EYESORES:

To enhance property value, it is in the best interest of all owners to keep this subdivision clean, attractive, and free from eyesores and trash. To accomplish this, the Board of Directors is charged with enforcing the following:

1. All garbage and rubbish shall be placed in appropriate containers for pick-up day.
2. Containers will be placed near the roadway only on collection day or night before; other times they will be kept out of sight from the roadway as per the local ordinance.
3. All trash, except building debris, trees, car parts, and boulders will be picked up each week, along with regular garbage.
4. Each lot owner shall have the obligation to maintain in good condition and repair the dwelling unit, driveway, fences, walkways and all other improvements located on his residential lot including the obligation to water and otherwise maintain all landscaping. The Association will notify the owner in writing of the issue and request to comply by the stated date. Upon failure of any residential lot owner to so maintain his residential lot in a manner satisfactory to the area, the area Association, through its agents and employees, and subject to compliance with any Federal, State or County ordinance or regulation, is hereby granted the right to enter upon his residential lot and make such reasonable repairs, maintenance, rehabilitation or restoration thereof as may be necessary and all charges will be assessed against the member and deemed part of his assessment and constitute a lien on his property.
5. If you have an eyesore, debris, or garbage problem in your area, you should contact the proper authorities. If you feel it is a health hazard, call the Lake County Board of Health; otherwise call the Lake County Planning, Building and Development Department about junk cars, debris, and other eyesores.
6. For the safety (i.e. animal inhabitants, undetectable debris, holes, excessive insect population) and consideration of others throughout the subdivision, inclusive of pin #'s, the lawn, high grass or weeds on residential lots shall not exceed six (6) inches. Any lots with lawn that exceeds ten (10) inches will be mowed by the Association lawn service and the lot owners subsequently billed the amount equal to the amount charged to the Association. Failure to reimburse the Petite Lake Highwoods Association for expenses incurred will result in a lien on the property.

SECTION 4.

PEACE AND QUIET:

Peace and quiet shall be maintained by all between the hours of 10:00 P.M. to 7:00 A.M. Noise may not be audible more than 100 feet at 70 decibels from the source or property. Reasonable consideration is expected throughout the remaining hours.

SECTION 5.

SIGNAGE AND LIGHTING:

Signage: All posted signage (e.g., No parking, No trespassing, Keep out, video or security recording) must face the street. If you have a situation, please discuss it with your neighbor and request an appropriate resolution. If a resolution cannot be achieved, please submit the violation to the Board. At which time the Violator will be notified in writing by the Board to remove and/or relocate accordingly. If the issue is not corrected within 14 days and maintained, a fine of \$100 will be charged for each infraction.

2. **Lighting:** Security and/or motion lighting must respect neighbors. Please refrain from shining lighting or aiming motion cameras onto neighbor's property. If you have a situation, please discuss it with your neighbor and request an appropriate resolution. If a resolution cannot be achieved, please submit the violation to the Board. At which time the Violator will be notified in writing by the Board to remove and/or relocate accordingly. If the issue is not corrected within 14 days and maintained, a fine of \$100 will be charged for each infraction.

SECTION 5.

ANIMALS:

All animals are prohibited from running at large by County Ordinance. Owners will be held responsible for any infractions of County Ordinances regarding their pets.

SECTION 6.

OUTDOOR FIRES:

1. Open burning must be 50 feet away from any structure and steps taken to prevent the spread of fire within those 50 feet.
2. A fire pit is defined as no larger than 5 feet in diameter, constructed of non-combustible materials, such as landscape bricks, stone, concrete, or steel etc., and is a minimum of 6 inches above ground. This will reduce the distance required from structures to 15 feet.
3. Only seasoned firewood and branches can be burned, no trash, no garbage etc.
4. Fires may never be left unattended and an operational garden hose must be available.
5. Any local, state, federal, or other laws shall supersede or be in addition to any subdivision or by law requirements.
6. Lake Villa Fire Department 911, non-emergency 847-356-2525

ARTICLE XI

SECTION 1.

GUESTS:

- A. All guests with recreation vehicles must be accompanied by the member or renter.
- B. The number of guests must be reasonable, manageable and controllable by the resident or member.
- C. Any damage incurred by the guest is the responsibility of the member or renter. Any charges will be assessed against the member and deemed part of his assessment and constitute a lien on his property.

ARTICLE XII

SECTION 1.

ENFORCEMENT OF ABOVE RULES AND REGULATIONS:

The Petite Lake Highwoods Association's Board of Directors, and subdivision members and/or Lake County Sheriff's Office, Lake County Building and Zoning, and Lake County Health Department as well as other appropriate County departments have the full power and authority, and are charged with enforcing any and all of the above regulations.

SECTION 2.**OTHER REMEDIES OF THE BOARD**

In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an action at law or in equity by the Association against any person or persons found to be violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages or fines, and against the land to enforce any lien created hereunder; and failure by the Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.