Image# 050082710037 Type: BYL
Recorded: 04/29/2013 at 09:09:36 AM
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Page 1 of 37
Fees: \$62.00
IL Rental Housing Fund: \$0.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder

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BY-LAWS

CALIFORNIA SUBDIVISION IMPROVEMENT ASSOCIATION

42140 N. 3rd Avenue

Antioch, IL 60002

Adopted April 24, 2013

SCANNED AS PRESENTED

Lake County Recorder

Recorded with Lake County, IL

Recorder of Deeds - April 29, 2013

Dan Stanton -President Randy Beyers -Treasurer Bridget Mazzio -Secretary Brian Parpan -Custodian

-1st Ave. Block Captain Mike Radzevich -2nd Ave. Block Captain Keith Larsen -3rd Ave. Block Captain Donald Fechtner -4th Ave. Block Captain Tim Cahill -5th Ave. Block Captain Dee Gall -6th Ave. Block Captain Carmen Panico Bobbie Manning -7th Ave. Block Captain

Mail TO!

CALIFORINA SUB IMPROVEMENT ASSN 42140 N 3RD AVE ANTIOCH, IL 60002

BY-LAWS OF
CALIFORNIA
SUBDIVISION
IMPROVEMENT
ASSOCIATION

For Use By Recorder's Office Only

California Ice and Coal Company's Lake Marie Subdivision of part of the south 1/2 section 12, township 46 north, range 9, east of the third principal meridian, according to the plat thereof recorded October 30, 1923 as document 231690, in book "M" of Plats, page 36, in Lake County, Illinois.

BY-LAWS OF

CALIFORNIA SUBDIVISION IMPROVEMENT ASSOCIATION

ARTICLE I

NAME

This "Association" shall be known as California Subdivision Improvement Association.

OFFICES

The Association shall maintain in the State of Illinois a registered office and a registered agent, at such office and may have other offices within the Subdivision. The Subdivision office shall be the clubhouse located at 42140 N. 3rd Ave, and where the mailbox is located. The official mailing address is 42140 N. 3rd Ave, Antioch, IL 60002.

OBJECT

This Association is organized not-for-profit, but for the maintenance and upkeep of the streets, parks, beaches, boat landings, and common areas of California Ice and Coal Company's Lake Marie Subdivision ("Subdivision") and to promote good fellowship and the protection of the community.

This Association is organized in accordance with and to carry out the provisions of the Articles of Incorporation dated 10/18/49 and the Agreement entered into between all property owners of said California Icc and Coal Company's Lake Marie Subdivision, dated this 9th day of September 1949 as document #679084. See Appendix.

No member may profit from our not-for-profit lakefront or property.

ARTICLE II

SECTION 1. QUALIFICATION OF MEMBERS

All lot owners of California Ice and Coal Company's Lake Marie Subdivision are members.

SECTION 2. CLASSES OF MEMBERS

The Association shall have one class of members.

SECTION 3. MEMBERSHIP

A single membership shall be issued to all persons who jointly have ownership in any lot, home, or business in the California Subdivision Improvement Association.

The single membership shall include all owners of any lot, home, or business whether owned jointly, individually, in trust, by corporation, or by any other means.

If a member has any ownership as described above in any additional lots, homes, or businesses in the Association, that lot, home, or business shall default to the existing member's single membership.

Under no circumstances shall a member have or be included in more than one membership in the Association no matter how many lots, homes, or businesses are owned.

SECTION 4. VOTING RIGHTS

Each single membership will be entitled to cast one vote on each matter submitted to a vote of the membership. No cumulative voting will be allowed.

SECTION 5. ANNUAL MAINTENANCE FEES

The Board may determine from time to time the amount of annual maintenance fees payable to the Association. Annual maintenance fees shall be due January 1st of each year. Fees must be paid in full to be an eligible member.

An annual maintenance fee will be assessed per membership and on any additional homes or businesses owned by the same membership.

SECTION 6. FAILURE TO PAY MAINTENANCE FEES /ASSESSMENTS

The Board may, by affirmative vote of two-thirds (2/3's) vote of all the Board of Directors at a board meeting, terminate the privileges of any member who shall be in default in the payment of maintenance fees and/or assessments. The Board shall cause written notice of a delinquency in payment of dues and/or assessments as of March 1st to be mailed or personally delivered to the delinquent member, which notice shall afford the member seven (7) days in which to pay said maintenance fees and/or assessments, if said maintenance fees and/or assessments are not paid within seven (7) days from date of personal service or mailing of the notice, the member's right to vote, use Association property (real, personal, or mixed), be a director or officer or committee member or block captain shall be suspended. No watercraft, piers, shore stations, etc. should be erected until payment of maintenance fees are received for each lot along with proper insurance.

SECTION 7. LATE PENALTIES

The Board will impose late charges upon members who have failed to pay maintenance fees. A fee of 10% of the annual maintenance fees (not compounded), or to the extent allowable by law, will be applied to the outstanding balance each month for maintenance fees not paid as of March 1st.

SECTION 8. SPECIAL MAINTENANCE FEES

The Board shall have the authority to levy special maintenance fees or assessments as the Board from time to time, determines to be necessary, against the membership. When it is necessary to levy special maintenance fees for a project or expenses not included in the annual budget, memberships shall be notified in writing and shall vote the issue. Special maintenance fees will be charged equally to every membership that is charged annual maintenance fees. The Board may approve emergency expenses only when immediate action is necessary during a natural disaster or to protect lives, and the association or its members.

SECTION 9. TERMINATION OF MEMBERSHIP

Membership in this Association is terminated when a member ceases to have an ownership interest in real estate in the Subdivision.

SECTON 10. TRANSFER OF MEMBERSHIP

Membership in this Association is not transferable or assignable.

SECTION 11. REINSTATEMENT

The Board of Directors by affirmative vote of two-thirds of all the Board of Directors reinstates member's full privileges.

SECTION 12. NO MEMBERSHIP CERTIFICATES

No membership certificates of the Association shall be issued or required.

ARTICLE III

SECTION 1. BOARD OF DIRECTORS

The Board of Directors of the Association shall be a President, Vice President, Custodian, Treasurer, Secretary, and seven (7) block captains. Any two offices may be held by the same person except the offices of President and Treasurer, who may not hold more than one office.

SECTION 2. QUALIFICATIONS OF THE OFFICERS

A member with full privileges may run for office on the Board.

SECTION 3. ELECTION & TERM OF OFFICE

The officers of the Association shall be elected annually by the membership at the regular annual meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as possible. Vacancies may be filled at any meeting of the Board of Directors. The President will nominate the member to fill the vacancy and the Board of Directors will vote. Majority vote of the Board of Directors present will fill the vacancy. Each officer shall hold office until his successor shall have been duly elected and qualified or until the officer's death or resignation, or until the officer has been removed in the manner hereinafter provided. All officers shall be chosen separately at the annual meeting of each year and by secret hallot to be mailed or personally delivered with notice of meeting to each membership entitled to vote. The five offices of President, Vice President, Custodian, Treasurer, and Secretary will be elected by the eligible members of all blocks as a whole. The majority of all votes cast shall be necessary to make a choice. In the case of a tie, an additional election for that position only, shall be held within 15 days. If it is a tie again the Board, by majority vote, may make the decision after the candidates present their case to the board. Block Captains are elected only by eligible members of that block. As follows:

SECTION 4. REMOVAL

Any officer elected by the membership, or appointed by the Board may be removed by the majority of eligible memberships by petition or by majority vote of eligible members present at a special meeting.

SECTION 5. BOARD OF DIRECTORS

Board of Directors shall have general supervision of the financial affairs of the Association, shall have the power to pass and enforce such rules and regulations as they deem necessary for the protection of the parks, boat landings, common areas, and roads. They only, shall have power to give out contracts for work for the upkeep and improvements of all parks, boat landings, common areas, and roads, and shall approve all expenses paid out by the Treasurer. They shall perform such other duties, as described in as the Articles, Amendments, and By-Laws. All Directors, in the absence of the Treasurer, shall accept monies from lot owners, in payment of assessments and shall turn over to the Treasurer. A quorum is necessary to transact business. The Vice President is a non-voting member until they assume the responsibility of acting President.

SECTION 6. PRESIDENT

The President shall be the principal executive officer of the Association. Subject to the direction and control of the Board, the President shall be in charge of the business and affairs of the Association; the President shall see that the resolutions and directive of the board of directors are carried into effect except in those instances in which that responsibility is assigned to some other person by duties incident to the office of President and such other duties as may be prescribed by the Board. The President shall preside at all meetings of the members and of the Board. Except in those instances in which the authority to execute is expressly delegated to another officer or a different mode of execution is expressly prescribed by the Board or these by-laws, the President may execute for the Association any contracts, deeds, mortgages, bonds or other instruments which the Board has authorized to be executed, and the President may accomplish such execution either under or without the seal of the Association and either individually or with the Treasurer, according to the requirements of the form of the instrument.

SECTION 7. VICE PRESIDENT

Shares completely in the duties of President in their absence.

SECTION 8. TREASURER

The Treasurer shall secure and store all of the minutes by the Secretary of all proceedings of the Board and committees, corporate records (including check books, bank books, etc.) and of the scal of the corporation. The Treasurer shall collect all maintenance fees and receive any monies due the Association, and keep an accurate report, thereof, from any and all sources. The Treasurer shall, at all times, maintain an accurate account of each lot owner and furnish the Board with a list of all delinquencies by the 15th of the month, following each quarter of the calendar year. Treasurer shall keep full accounts of all transactions and make a report each annual meeting. Treasurer shall not pay out any sum except when authorized by the Board. A surety bond of not less than \$25,000 shall be bound with the premium to be paid by the Association. The Treasurer shall be the principal accounting and financial officer of the Association. Treasurer shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the Association; (b) and be responsible therefore, and for the receipt and disbursement thereof and perform all duties incident to the office and such other duties as from time to time may be assigned by the President or by the Board.

SECTION 9. CUSTODIAN

The Custodian shall have custody of all of the personal property of the Association, and shall be responsible for upkeep of all association property. Any member upon approval of the Board or assigned committee may request services that are to be supervised by the Custodian. The Custodian secures any contracts needed, which the Board has authorized to be executed. The Custodian shall keep an inventory of all stock and personal property in the Custodian's possession.

SECTION 10. SECRETARY

The Secretary shall record the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provision of these by-laws or as required by law keep a register of the post office address of each member which shall be furnished to the Secretary by such member. Secretary shall conduct all official correspondence for the Association.

SECTION 11. BLOCK CAPTAINS

It shall be the duty of the Block Captain to handle all complaints and business of his/her block. The Block Captain shall have the authority to assignments or reassignments of all boat pier space equally for the block and report any problem they cannot manage to the Board. It shall be the duty and responsibility of the Block Captain to inform and enforce all rules and regulations of the Association and by-laws. The Block Captain shall be responsible for the collections, delivery of maintenance fees and certificates of insurance to the Treasurer and to report any unpaid maintenance fees. The Block Captain shall have updated records of all transactions from the Treasurer. Any dispute that cannot be resolved by the Block Captains shall be resolved by the Board. The Block Captains shall try to keep harmony and create good will among residents of the subdivision. The Block Captain is responsible for obtaining current mailing address information for members on their block to provide to the Secretary.

SECTION 12. COMMITTEES

When deemed necessary, the Board may appoint a committee to gather information, seek bids, and conduct projects and/or activities according to these by-laws. The committee shall consist of members in good standing. Committee members shall have no power to authorize contracts or make final decisions. All committees serve at the discretion of the Board.

SECTION 13. ELECTION COMMITTEE

Annually an election committee will be formed consisting of three (3) or more members in good standing for the purpose of conducting the annual election of the Board of Directors. Committee shall ascertain and report the number of votes represented at the meeting based upon their determination of the validity; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the members. Each report of the committee shall be in writing and signed by a majority of them. The report of the committee on the number of votes represented at the meeting and the results of the voting shall be prima facie evidence thereof.

ARTICLE IV

SECTION 1. ANNUAL MEETING

An annual meeting of the members shall be held on the second Sunday of August of each year for the purpose of electing Directors & Officers and for the transaction of such other business as may come before the meeting. The order of business at such meeting and so far as possible at all other meetings shall be:

- A. Calling to Order and Proof of Quorum
- B. Proof of notice of meeting
- C. Reading and Action on any Unapproved minutes
- D. Reports of officers and committees
- E. Unfinished business
- F. New Business
- G. Open Discussion
- H. Adjournment

SECTION 2. SPECIAL MEETINGS

Special meetings may be called by the majority of the Board of Directors.

SECTION 3. PLACE OF MEETINGS

The Board may designate any place as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made or if a special meeting be otherwise called the place of meeting shall be the clubhouse located at 42140 N. 3rd Ave.

SECTION 4. NOTICE OF MEETINGS

Written notice stating the place, date, and hour of annual or special meeting of members shall be, delivered, or personally delivered to each member no less than five (5) nor more than twenty (20) days before the date of such meeting. The purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at the member's address as it appears on the records of the Association with postage thereon prepaid. Notice of all meetings will be posted on the community board located outside the clubhouse.

SECTION 5. INFORMAL ACTION BY MEMBERS

Any action required to be taken at a meeting of the members of the Association, or any other action which may be taken at a meeting of membership, may be taken without a formal meeting if a consent in writing, waiving notice, and setting forth the action so taken, shall be signed by two-thirds (2/3's) of all members entitled to vote with respect to the subject matter thereof.

SECTION 6. MEETINGS OF THE BOARD OF DIRECTORS

Meeting of the Board of Directors shall be held at least once a month, during the months of May to October, at such time as the Board all agrees on. Additional meetings may be called by the majority of the Board of Directors. Any and all meetings must be open to all members of this Association.

All business of the Board must be conducted at the open meeting, except business involving pending lawsuit or violation of rules & regulations, which the Board may conduct in Executive Session. All meetings may be recorded.

SECTION 7. QUORUM

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

SECTION 8. MANNER OF ACTING

The action of a majority of the Board present at a meeting, at which a quorum is present, shall be the act of the Board of Directors.

ARTICLE V

SECTION 1. CONTRACTS

The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. Prior to final execution of contract, all vendors must provide all legal documentation including, but not limited to insurance, licenses, bonds, etc.

SECTION 2. REGULATION OF REAL PROPERTY

The lending, leasing, and/or selling of any real property or rights in title to the Association requires two-thirds (2/3's) majority vote of all members whether in good standing or not.

SECTION 3. CHECKS, DRAFTS, ETC.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by the President and Treasurer of the Association

SECTION 4. DEPOSITS

All funds of the Association shall be deposited on a regular basis into the Association's financial account as the Board of Directors may select.

SECTION 5. GIFTS

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

SECTION 6. BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors, and committees having any of the authority of the board of directors. The Board shall pass an annual budget. The Association's Treasurer shall keep a record giving the names and addresses of the members entitled to vote. All books and records may be inspected by any member in good standing within 15 days of formal written request to the Board.

SECTION 7. FISCAL YEAR

The fiscal year of the Association shall begin the first (131) day of January of each year.

ARCTICLE VI

SECTION 1. INSURANCE

The Association will provide insurance for the liability and property damage associated with the shoreline, beach, boat launch, clubhouse, and common areas for the use of its members. The general liability coverage will have limits of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The property coverage will have limits in place to replace the clubhouse and any other personal property in the event of a loss. The directors & officers' coverage will have limits of no less than \$1,000,000 per claim/aggregate with a deductible/retention of no more than \$10,000.

The members are responsible for insuring their piers that are placed on the Association lakefront and hold harmless the Association. Member shall indemnify, protect, and hold the Association harmless from any and all alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including death), and law suits arising from use of their pier. The indemnification includes payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses. Certificate of insurance are to be provided to the Association with the annual maintenance fees.

SECTION 2. AMENDMENTS

The power to alter, amend, or repeal the by-laws or adopt new by-laws shall be vested in all members, whether in good standing or not, with a two-thirds (2/3's) majority unless otherwise provided in the articles of incorporation or the agreement dated September 9th, 1949. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The by-laws may contain any provisions for the regulation and management of the affairs of the Association consistent with the law, the articles of incorporation, the agreement dated September 9th, 1949, on permanent record with the recorder of deeds, and/or the general not for profit act of the State of Illinois or any other governing laws.

SECTION 3. SEAL

The corporate scal shall have inscribed thereon the name of the Association and the words California Ice & Coal of Lake Marie Est. 5/11/1925.

SECTION 4. WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the articles of incorporation, the agreement dated September 9th, 1949, or the by-laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Attendance at any meeting should constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE VII

RULES AND REGULATIONS

SECTION 1. DOGS

Shall at all times be consistent with the Lake County, IL regulations regarding pets.

SECTION 2. LIVESTOCK

Shall at all times be consistent with the Lake County, IL regulations regarding livestock.

SECTION 3. PARKING

No licensed motor vehicles will be parked on subdivision roads. Parking is permitted at the clubhouse and designated areas as described by the Board.

SECTION 4. SPEED

Speed limit is 15 M.P.H.

SECTION 5. RECREATIONAL VEHICLES

Must be operated by a licensed driver or be accompanied by a licensed driver, per the Illinois Driver Regulations. Recreational vehicles include golf carts, ATV's, UTV's, and anything similar. Person's operating any of these vehicles must follow all state and local laws.

SECTION 6. PIERS & USE OF THE LAKEFRONT

A membership in good standing is assigned, by their Block Captain, approximately 15 feet along the lakefront to use to install one (1) pier. Pier must meet Fox Waterway and Lake County Building code, or any other legal entity requirements for the Chain O'Lakes as far as length, materials, labeling address etc. All piers are private and no trespassing. Member piers must be in good condition at all times. Piers that are dilapidated or unsafe will be given 30 days to make safe again. Safety shall be by the discretion of the Board. If after 30 days, the pier has not been restored to good condition, it will be removed at the expense of the member. The Association will not be responsible for any issues related to member's piers, as pier safety and insurance are the responsibility of the member and they hold the Association harmless.

Such member may improve their site per government regulations, which may include adding stone or sea wall; provided, however that such member shall pay for such improvements and will hold the association harmless from the claims of any unpaid workman or material supplier. It will be the members' responsibility to keep the grass cut. The Association's boat launch is available to the east of the cove between 4th and 5th Avenues.

A member shall not lend, lease, or rent pier space to anyone. A member, the member's family and friends may use the common areas and/or lake front at their own risk. The member shall immediately report any accident to the proper authorities, their Block Captain and/or the President.

SECTION 7. NUISANCE ORDINANCE

We abide by the Lake County, IL Public Nuisance Ordinance.

SECTION 8. OPEN FLAMES OR BURNING

We abide by the Antioch Fire Department Ordinance.

SECTION 9. VANDALISM & THEFT

Violators will be prosecuted.

ARTICLE VIII

SECTION 1. DISSOLUTION

A special meeting must be called for Dissolution. All members (even if not in good standing) shall have a vote on this matter. Two-thirds (2/3's) of all members are needed to dissolve the Association.

Upon dissolution of the Association, after payment in full of all debts and obligations, the funds remaining, if any, shall be distributed equitable to the members of record who were in good standing with the Association as of the date the Board of Directors adopt the resolution's to dissolve the Association.

SECTION 2. BINDING

These by-laws, and any amendments thereto, shall be binding upon all current real estate owners, their real estate, their grantees, heirs, successors, assignees, personal representatives, and shall "run with the title and land" forever. The subject real estate are lots one (1) through two hundred thirty four (234), inclusive, in:

California Ice and Coal Company's Lake Marie Subdivision of part of the south 1/2 of section 12, township 46 north, range 9, east of the third principal meridian, according to the plat thereof recorded October 30th, 1923 as document 231690, in book "M" of Plats, page 36, in Lake County, Illinois.

BY-LAWS

CALIFORNIA SUBDIVISION IMPROVEMENT ASSOCIATION

42140 N. 3rd Avenue

Antioch, IL 60002

Adopted April 24, 2013

Dan Stanton	President	Davil A Stant
		Signature
Randy Beyers	Treasurer	Bulg Beyon
Bridget Mazzio	Secretary	Bully Marged
Brian Parpan	Custodian	Signature Signature
State of Illinois		
County of Lake.		
Signed (or subscribed	d or attested) before r	me on 4/27/2013 (date)
by Janie	A. Drafk	(name of person).
(scal)	ryn-	OFFICIAL SEAL JANIE A. DRAFKE NOTARY PUBLIC - STATE OF ILLINOIS My Commission Expires August 11, 2015
signature of notary pu	ablic	

ARTICLES OF INCORPORATION UNDER THE GENERAL NOT FOR PROFIT CORPORATION ACT

(These Articles Most its Filed in Duplicate)

Date Pald 5 Filling Fee \$ Clerk

To EDWARD J. BARRETT, Secretary of State, Springfield, Illinois.

We, the undersigned,

	(Not less than three	0)		3	
Name	Number	Street	Address City	State	
Lester J. Sylvarger	Route 43		Anticch,	Illinois	-
Somethin F. Bybak	Route #3		Antioch,	Illinois	
/ Ildinorge Mesupusb	Rosto 43		_Autiosh.	Illinoia	
Karle L.					-
Nova Company					
being hotated persons of the age of twenty-one	years or more and	citizens of	the United State	es, for the pur	poes of
forming a corporation under the "General Not the following Articles of Incurporation:	For Profit Corpor	ation Act" o	f the State of II	lineis, do hereb	y adopt
. The name of the comporation is: Calliforn	mia Subdivisi	on Improv	enont Associ	ation d.	

- 2. The period of duration of the corporation is: Perpetual (Please state "percetual" or a defello number of years)
- Houte #3 3. The address of its initial Registered Office in the State of Illinois is: of Antioch (Term) County of Lake

the name of its initial Registered Agent of sold Address in: LOSKOF de HYDOGRAI

4. The first Board of Directors shall be Billion in possber, their names and addresses being as follows:
[Not less these three]

Name			Addr		
	Number	Street	City	, .	inte
Lester J. Hybarger			Antioch,	Illinois	
John F. Rybak			Antioch,	_Tllinois	
Lucile Thornton			Antioch,	Illinois	
James Walsh			Antioch,	illinois	
George Masopust			Antioch,	Illinois	
Prank Mulao			Antioch,	Illinois	
Frank-Carloon			-Antioch,	Illinois	
Edward Stahl			Antioch,	Illinois	
Hugh Shea			Antioch,	Illinote	

6. The purpose or purposes for which the corporation is organized, are:

The minimum and up-keep of the streets, parks, beaches and beat landings of the California Ice and Coal Company's, Lake Marie Subdivision, and to promote good followship and the protection of the community.

1566 27

en virgita

The injury of the source of the source of the state of the contract of the con (Norse 'Any special provision authorized or permitted by Statute to be contained in the Anticles of Sucorporation, may be inserted above.) STATE OF ILLINOIS, County of Lake Edward C. Jacobs Notary Public do hereby certify that on the September F; Rybak and George Musopust, personally appeared before me and being first duly ewern by no reversily acknowledged that they signed the foregoing document in the respective reposition therein set forth and declared that the statements therein contained are true. IN WITNESS WHEREOF, I have become set my band and seal the day and year above written.

Place
(NOTARIAL SEAL) Notary Public 264157 ARTICLES OF INCORPORATION GENERAL NOT FOR PROFIT (These Articles First De Knambel and Filled Duplicates) California Subdivision Imprevenent Assetsation CORPORATION ACT : DCT I 81949 under the PORM MP.: THE SHARE OF STREET Filing Fee \$10.00 4. 3158

152

san1291 se270 -

AGREERSER

Document to 6790Si; the undersigned of their predecessors in bitle, agreed to bootest enthers of the California Subdivision insprovement Association and to subject themselves to does and association and to subject themselves to does and association and to subject their late to a line if social description and to subject their late to a line if social documents and the subject their late to a

App WHEREAS, is is now desired to eliminate one provision in said Agreement, nemaly, "And such dues and assessments, if not puld when fine, shall be a lish against the lot or lots in baid.
Subdivision street by the senter who shall be thus in arrows".

NOW, Theregory, we, the undersigned, both parties to the original agreement, or their missessors in title, so hereby agree that the provision in said original Agreement above quoted proxviding for a lien attaching in the count of unpale mos and assessmovie, shall be struggted and annulled, and the same is hereby : shragated and simulled as though the acus moves emisted, but that the other provisions of said original Agresment, however, shall remain upchanged; and me do horoby, for nurselves and our heirs, suscensors and assigns, release to each other all of our right to enforce està llen fer uspatt tuts and assessmente agettiet our proporties, and we do Purther authorize and direct said ballformia Cubervicton Improvement Association to release our each lion, or riests to a lien, esquired by them under said original Agrament, and we do hereby ductors that he led or percel of property in the California les und deal Company's Lake Merie Subdivisies aball be subject to may lies for mon-payment of dant or essentiate an 'aferosald.

IN MINERS WIMEOF, We the understand owners of the lownet opposite curreness have because subscribed our memor, this day of September, A. D. 1951.

" Page trac

BOX 941 ME 318

TORREREES

We, the undersigned, being owners of premises as shown opposite our names In the California Inc and Coal Company's Lake Marie Subdivision do hereby elect for cerestres, and our heirs, successors and assigns, to become members of the Associationbrown as "California Schdivision Improvement Association", which may exist as an Incorporated or Unincorporated body, and as such member agree to be subject to dues and assessments from time to time in force per sember, per lot, per annun as assessed by said association, and such dose and assessments if not paid when the shall be a lian against the lot or lots in said Subdivision wast by the mouther who shall be time in streams. Said Improvement Association small hold bitle to all parks, drives, road ways, samements, avenues and besches which are not dedicated to, or exact by the public, and mais Assoniation shall have general power and periodiction over all occurrently matters, and its rules and regulations, adopted by a majority of its numbers present at any regular or special meeting of said Association duly called and held pursuant to the by-laws, rules and regulations than in force, shall be binding on all property cunare who are parties to this agreement, and their helie, successors and assigns; it being appointedly understood that the purks, lakes, beaches, rouls and essentits shall be for the benefit of all owners and purchasers of lots in the California Ice and Coal Company's Lake Marie Schilvision and their families, and for no other purpose whatscover,

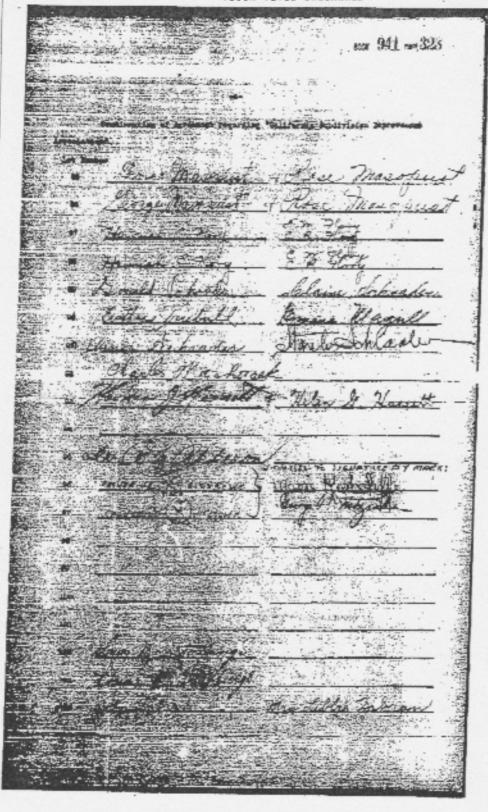
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2	mr C P west	mrs C 5 Ding
5	Mr. C. P. Dert	Meso 3 53/200
4	Mr. C. L. Hert	Theo C Strig
. 5	-	
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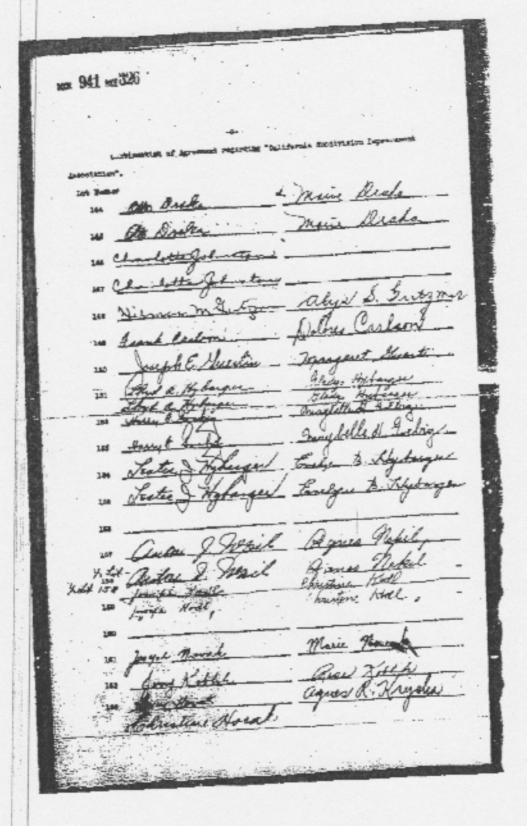
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