

FOR EVERGREEN OF HOFFMAN ESTATES

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This DECLARATION is made this 10th day of APRIL 1987, by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated October 2, 1986 and known as Trust Number 100166-08 (hereinafter referred to as "Trustee"), as owner of record of all of the real property subject to this Declaration.

WITNESSETH:

WHEREAS, Trustee is the owner of record of all of the real property subject to this Declaration, which real property is located in the Village of Hoffman Estates, Cook County, Illinois; and

WHEREAS, Trustee desires to subject such real property to the covenants, conditions, restrictions and easements hereinafter set forth, for the benefit of each portion of such property and each present and future owner thereof, during the term of this Declaration.

NOW, THEREFORE, the Trustee declares that the real property described in Article I is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, and easements hereinafter set forth.

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PROPERTY SUBJECT TO DECLARATION

SECTION 1.1 The real property (the "Property") that is and shall be held, transferred, sold, conveyed, leased and occupied, subject to this Declaration, is located in the Village of Hoffman Estates, County of Cook, State of Illinois and is known as Evergreen of Hoffman Estates. The legal description of the Property is attached hereto as Xhibit A and made a part hereof.

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GENERAL PURPOSE OF THE DECLARATION

SECTION 2.1 The Property is hereby subjected to the covenants, conditions, restrictions and easements herein declared, all of which shall be deemed to run with 'Che Property and each and every parcel thereof-, to provide for the proper use and appropriate development and improvement of the Property so as to:

- (a) protect the Owners and occupants of buildings located on the Property against improper development and use of surrounding Lots,
- (b) prevent the erection or construction of improvements with improper or unsuitable materials or of improper quality;
- (c) insure adequate and reasonably consistent development of the Property;
- (d) encourage and insure the erection of attractively designed permanent improvements appropriately located within the Property in order-to achieve harmonious appearance and function; and
- e) provide for the maintenance of that portion of the Property which is to be owned by the Association as hereinafter defined and used in common by the Owners of the Property.

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DEFINITIONS

For the purposes of this Declaration, the following terms shall have the following meanings:

SECTION 3.1 "Association" shall mean the Evergreen of Hoffman Estates Homeowners' Association, an Illinois not-for-profit corporation.

SECTION 3.2 , "Board" the Association shall mean the Board of Directors of the association.

SECTION 3.3 "Common Areas" shall mean' all the real property and improvements thereon, owned by the Association for the common use, enjoyment and convenience of the members of the Association. Such Common Areas shall include, but shall not be limited to such lakes, park areas, drainage and other storm water retention and detention areas and facilities as may be constructed thereon and as designated as Common Areas and as Outlots A, B, C, D, E and,F on the preliminary Subdivision Plats, a reduced copy of which is attached hereto and made a part hereof as Exhibit B.

SECTION 3.4 "Declaration" shall mean this Declaration of covenants, conditions, restrictions and easements.

SECTION 3.5 "Developer" shall mean Kennedy Homes, Inc., an Illinois corporation, and its -successors and assigns who are specifically assigned the respective rights and obligations of Developer hereunder.

SECTION 3.6 "Easement Property" shall mean that portion of the Property legally described on Exhibit "C" attached hereto and made part hereof and as partially shown on Exhibit "B", and which is the subject of Article V of this Declaration.

SECTION 3.7 "Improvements" shall mean and include buildings, outbuildings, roads, driveways, pedestrian walkways, parking areas, outdoor lighting, fences, screening walls and barriers, retaining walls, stairs, decks, transformers, windbreaks, hedges, lawns, lakes, sidewalks, planted trees and shrubs, plantings, poles, signs, loading areas and all other structures or landscaping improvements of every type and kind.

SECTION 3.8 "Lakes" shall mean the lake and all detention areas to be installed in the Common Areas.

SECTION 3.9 "Lot" shall mean a lot of record, the size and dimension of which shall be established by the legal description in the deed conveying such Lot. A Lot may also be established by Trustee pursuant to Subdivision Plat or any plat of subdivision encompassing all or part of the Property and duly recorded in the office of the Recorder of Cook County, Illinois.

SECTION 3.10 "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion, of the Property.

SECTION 3.11 "Owner" shall mean the record owner (or the beneficiaries of a land trust which may be a record owner) whether one or more persons or entities of a fee simple title to any Lot.

SECTION 3.12 "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

SECTION 3.13 "Property" shall mean the real property described in Section 1.1 hereof.

SECTION 3.14 "Subdivision Plat" shall mean any plat of subdivision encompassing all or part of the Property and duly recorded in the office of the Recorder of Deeds of Cook County, Illinois.

SECTION 3.15 "Utilities, Landscaping, Signage and maintenance Easement" shall mean that easement as shown on the preliminary Subdivision Plats attached hereto as Exhibit B, and as defined in Section 4.13 hereof.

SECTION 3.16 "Village" shall mean the Village of Hoffman Estates located in the County of Cook, State of Illinois.

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GENERAL RESTRICTIONS

SECTION 4.1 All Lots shall be used only, for single-family residences. Each Owner shall maintain or cause to be maintained its Lot and all Improvements located thereon, including, but not limited to, the exterior of any building or buildings, pedestrian walks, parking lots and landscaped areas, in a clean, sightly and safe condition, and each Owner shall at all times cause the prompt removal of all papers, debris, junked vehicles, refuse, and other unsightly objects and materials therefrom and the removal of snow and ice from paved areas, when and as required. Trucks, boats, recreational vehicles or trailers shall at all times be parked in the garage. Garbage shall be placed in receptacles provided therefor; and if outside, shall be properly screened. Vacant Lots shall not be used for the purpose of gardening and/or raising crops thereon.

SECTION 4.2 In the event of damage or destruction to any Improvement by reason of fire or other casualty, the Owner of ' the Lot on which such Improvements were located shall thereafter promptly restore such Improvements to the condition existing prior to such damage or destruction, or raze and remove such Improvements and landscape the Lot in a sightly manner, or construct new Improvements after complying with the provisions of Article VI as set forth below.

SECTION 4.3 Subject to the consent of the holder of any Mortgage, in the event construction of any building on a Lot ceases for a period of six months prior to the enclosure of such Improvement, the Owner, upon written demand of the Association, shall raze and remove such building, and landscape the Lot in a sightly manner. In the event construction of any such building ceases for a period of six (6) months after said Improvement is enclosed, the Owner, upon written demand of the Association, shall landscape the Lot in a sightly manner.

SECTION 4.4 No Owner shall conduct, or permit any person to conduct, any unlawful activity on the Lot owned by such Owner.

SECTION 4.5 All equipment used in clearing, excavating or construction on a Lot that is not rubber-tired shall be loaded or unloaded only within the boundary lines of the Lot. During clearing, excavating or construction, the Owner of the Lot on which the work is performed shall cause the roads within or bordering on the Property to be kept reasonably clear of dirt and debris caused by such clearing, excavating or construction and shall be responsible for the repair of any damage to such roads.

No truck or commercial vehicle shall be permitted upon any Lot except when such truck or commercial vehicle is actually delivering or unloading personal property to and from the premises and except any. truck or commercial

vehicle which is restricted to the interior confines of the private garage. No private vehicles shall be continuously parked on the streets or roadways, but shall be kept on the driveway of the Lot or in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon. Anything contained herein to the contrary notwithstanding, the provisions of this Section shall not apply to initial construction by Developer.

SECTION 4.6 No trailer, temporary building or structure of any kind shall be permitted except temporary buildings or structures located upon a Lot used during construction of a permanent Improvement upon such Lot. Such temporary building or structure shall be removed as promptly as practicable and in any event no later than thirty (30) days after the issuance by the Village of an occupancy permit for such permanent Improvement. Anything contained herein to the contrary notwithstanding, Trustee hereby reserves for itself and Developer the right to maintain sales offices and trailers, parking areas, sales facilities (including but not limited to model homes), signs, construction and storage trailers, structures and facilities on any portion of the Property (except on improved Lots subsequent to sale to an Owner), as Trustee and Developer see fit, without payment of any charge or fee to the Association or to any owner.

SECTION 4.7 No Owner shall cause or allow any activity which shall cause air, water, soil or noise pollution which would violate any applicable laws ordinances, rules and regulations of any governmental authority having jurisdiction over the Property. Without limiting the generality of the foregoing, no Owner shall willingly or knowingly drain or dump any refuse, sewage or other materials into the Lakes. No plants or seeds or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot. No building shall be erected or maintained on any Lot for manufacturing, industrial or business purposes, except pursuant to those building rights reserved to Developer and set forth in Section 4.6 above.

SECTION 4.8 The Association shall be responsible for and shall maintain in good condition (including replacements, if necessary) the Common Areas, including the Lakes. No Owner shall make any alterations to the Common Areas or use the Common Areas in any manner that would cause a nuisance to other Owners.

SECTION 4.9 All Improvements shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village and, in the case of Developer's or the Association's approval pursuant to Article VI, the approved Plans and Specifications. Each Owner shall comply with Village requirements pertaining to landscaping, including but not limited to the seeding and sodding of Lots. No building, breezeway or garage shall be erected or maintained nearer lot lines than the permitted building line as shown on the Subdivision Plat or as modified by the Village from time to time. If, and to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Village, then such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, codes, rules and regulations of the Village.

SECTION 4.10 All areas of the Lots designed or intended for the proper drainage or detention of water including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property. Consequently, the Trustee, Developer, any Owner, the Village, or the Association shall have the right to enter upon any Lot and maintain the drainage and detention areas located on such Lot as required herein. The costs thereof shall become a lien upon the Lot in the same manner as provided in Article VIII hereof for non-payment of maintenance assessments.

SECTION 4.11 The repair or body work on any motorized vehicle shall not be permitted except within the confines of the garage.

SECTION 4.12 No animals other than inoffensive common domestic household pets such as dogs and cats shall be kept on any Lot and no Lot shall be used for the keeping of any bees or fowl. The breeding or keeping of dogs and cats or other animals for sale or profit is expressly prohibited. The operation of "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than simple mast antennae located on the roof of a Dwelling shall not be allowed unless completely screened from view from all streets and approved in writing in advance by the Developer prior to the Turnover Date (as hereinafter defined) and by the Board thereafter. No communications discs shall be permitted on any Lot, without the prior written approval of the Developer prior to the Turnover Date or of the Association subsequent to the Turnover Date.

SECTION 4.13 The area designated on Exhibit B hereto as a "Utilities, Landscaping, Signage and Maintenance Easement," includes the entryways to the subdivision as shown on Exhibit B and affects Lots 1-13 of Block 1, Lots 1 and 2 of Block 4 (the "Palatine Section") and Lot 6 of Block 9 and Lot 22 of Block 10 (the "Bradwell Section"). No Owner may alter any aspect of said area, including the berms located thereon as well as any landscaping, fencing, utility facilities, signage, or monuments; provided, however, that Owners of burdened Lots in the Palatine Section may erect fencing only on the northern boundaries of the Utilities, Landscaping, Signage and Maintenance Easement affecting such Lots, and Owners of burdened Lots in the Bradwell Section may erect fencing only on the southern boundaries of the Utilities, Landscaping, Signage and affecting such Lots.

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Maintenance Easement

RESTRICTIONS PERTAINING TO GRANT OF CONSERVATION RIGHT AND SCENIC EASEMENT OVER CERTAIN PORTIONS OF THE PROPERTY

SECTION 5.1 The portion of the Property legally described on Exhibit "C" attached hereto and made a part hereof (the "Easement

Property") is subject to that certain Grant of Conservation Right and Scenic Easement made November 6, 1979 and recorded on March 26, 1980, as Document Number 25403588 in the Cook County Recorder's Office (the "Easement") for the purpose of protecting the scenic attractiveness of the area. Anything to the contrary contained in this Declaration notwithstanding, as set forth in the Easement Trustee, Developer and all Owners, by acceptance of a deed to a Lot, their respective heirs, successors and assigns, covenant to do and refrain from doing upon the Easement Property the various acts hereinafter set forth:

(a) No structures or Improvements of any kind, including pavement or parking facilities or fences, will be placed or erected upon the Easement Property except that underground utilities may be installed, constructed, reconstructed and maintained over, under and upon the Easement Property, in accordance with subsection (c) below.

(b) No advertising of any kind or nature shall be located on or within the Easement Property.

(c) The general topography of the Easement Property (excluding any portions thereof that may be owned by the Village of Hoffman Estates or the Village of Inverness) shall be maintained in its present condition to the fullest extent practicable and no excavation or topographic changes shall be made without the written approval of the Village of Inverness and the Village of Hoffman Estates, except that underground utilities may be installed to serve the Property (including the Easement Property) provided that the topography is restored and the area so utilized for such underground utilities are re-seeded or sodded to restore, as nearly as possible, the existing grass and landscaping.

(d) Ingress or egress across the Easement Property by vehicular means, including, but not limited to, automobiles, trucks, snowmobiles, motorized bicycles, scooters or motorcycles, shall be prohibited except to the extent necessary to install, repair, maintain and replace underground utilities.

(e) No dumping or placing of trash, waste, soil or other substances or materials on the Easement Property shall be permitted.

(f) To the fullest extent practicable, the existing plantings and landscaping on the Easement Property shall be maintained.

(g) No activities shall be permitted on the Easement Property that adversely affect the Property with respect to drainage, flood control, water conservation, erosion control or soil conservation without the prior written permission of the Village of Inverness and the Village of Hoffman Estates.

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ARCHITECTURAL REVIEW

SECTION 6.1 Except for Improvements constructed by Developer, no building or other structure, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior approval of Developer obtained in the manner hereinafter set forth. Approvals under this Article VI shall not be arbitrarily or capriciously withheld. After the Turnover Date as hereinafter defined, no approval of the Developer shall be required; however, approval obtained in the manner hereinafter set forth shall be sought from and exercised by the Association subsequent to the Turnover Date.

SECTION 6.2 To secure approval of Developer on the Association as the case may be, the Owner shall deliver three (3) complete sets of the following:

(a) The Lot site plan, as prepared by the Owner's architect, showing among other things, the location and dimension of all, intended improvements including (i) buildings(s)r (ii) other structures, and (iii),drives and driveways;

(b) Drawings, plans and specifications, as prepared by the Owner's architect, of all exterior surfaces, showing elevation and grade, and including the color quality and type of exterior construction materials; and

(c) All such other information as may be reasonably required which will enable Developer or the Association as the case may be to determine the location, scale, design, character, style and exterior appearance of Owner's intended improvements.

All of the foregoing (hereinafter collectively called "Plans and Specifications") shall conform to the applicable provisions of this Declaration. In addition, the Owner shall deliver concurrently with the Plans and Specifications, a non-refundable plan review fee in the amount of \$100.00 for each Lot owned by such Owner for which plan approval is then sought (the "Plan Review Fee").

SECTION 6.3 Approval by Developer or the Association as the case may be of submissions made pursuant to this Article VI may take into consideration the following criteria.:

(a) Relationship of Improvements to site.

(i) The 'site, shall be planned to accomplish a desirable transition with -the streetscape, and to provide for adequate planning, safe pedestrian movement and parking areas.

(ii) Site planning in which setbacks and yards are greater than those required by the zoning restrictions of the Village is encouraged to provide an interesting relationship between buildings on Lots.

(iii) The location of parking areas and driveways shall be designed so as to largely screen parking areas from view from public ways.

- (iv) The height and scale of each building shall be compatible with its site and existing (or anticipated) adjoining buildings.
 - (v) Newly installed utility services and service revisions by exterior alterations shall be underground areas.
- (b) Relationship of Improvements and site to adjoining
- (i) Landscaping treatment, screens and materials shall be used to provide a harmonious transition between buildings on Lots within the site and adjacent to the site which may vary in architectural style.
 - (c) Landscape and site treatment. Landscape elements included in this criteria consist of all forms of planting and vegetation, ground forms, rock groupings, water patterns and all visible construction except buildings and utilitarian structures.
 - (i) Where natural or existing topographic Patterns contribute to beauty and utility of a development, they shall be preserved and developed to the extent practicable.
 - (ii) Grades of walks, parking spaces, terraces and other paved areas shall provide an inviting and stable appearance for walking.
 - (iii) Plant material shall be selected for interest in its structure texture and color and for its ultimate growth. Plants that are indigenous to the area and others that will be hardy, harmonious to the design and of good appearance shall be used.
 - (iv) Plant materials will not be located where they will be susceptible to injury by pedestrian or motor traffic.
 - (v) Parking areas and traffic ways shall be enhanced with landscape spaces containing trees or tree groupings. Shrubs shall be used only where they will not obscure visions and will not require excessive maintenance.
 - (vi) Where building sites limit planting, the placement of trees in parkways or paved areas is encouraged.
 - (vii) Screening of service yards, and other places which tend to be unsightly shall be accomplished by use of walls, fencing, planting or combinations of these. Screening shall be equally effective in winter and summer.
 - (viii) In areas where general planting will not prosper, other materials such as fences, walls and pavings of wood, brick, stone, gravel and cobbles should be used. Carefully selected plants shall be combined with such materials where possible.
 - (ix) Exterior- lighting shall enhance the building design and, the adjoining landscape. Lighting standards and building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided.
- (d) Building design.
- (i) Architectural style is not restricted. Evaluation of appearance of a project shall be based on quality of its design and relationship to surroundings.
 - (ii) Buildings shall have harmonious scale with permanent neighboring development.
 - (iii) Materials shall have good architectural character and shall be selected for harmony of buildings within the site. Materials shall be selected for suitability to the type of building and the architectural design of the building in which they are used.
 - (iv) Building components, such as windows, doors, eaves and parapets, shall have good proportions and relationship to one another.
 - (v) Colors shall be harmonious with only compatible accents.
 - (vi) Mechanical equipment or other utility hardware on roof, ground or buildings, and transformers shall be screened from public view with materials harmonious with the building or they shall be so located so as not to be visible from any public ways.
 - (vii) Exterior lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with building design.
 - (viii) Refuse and waste removal areas, service yards,, storage yards, and exterior work areas shall be screened from public ways, using materials as stated in criteria for equipment screening.
- (e) Maintenance -- Planning and Design Factors.
- (i) The choice of materials and their use, together with the types of finishes and other protective measures, must be conducive to easy maintenance and upkeep.
 - (ii) Materials and finishes shall be selected for their durability and wear as well as for their beauty. Proper measures and devices shall be incorporated for protection against the elements, neglect, damage and abuse.
 - (iii) Provision for washing and cleaning of buildings and structures, and control of dirt and refuse, shall be included in the design. Configurations that tend to catch and accumulate debris, leaves, trash, dirt and rubbish shall be avoided.

SECTION 6.4 Within forty-five (45) days after the submission by Owner of the Plans and Specifications and Plan Review Fee, Developer or the Association as the case may be shall notify the owner in writing whether such Plans and Specifications are approved or disapproved. Any such disapproval shall set forth the reason or reasons for such disapproval. Should approval or disapproval of the aforesaid Plans and Specifications not be made in writing within such forty-five (45) day period, approval shall be conclusively presumed to have been given. No construction of the Improvement provided for in the submitted Plans and Specifications shall be commenced until the expiration of the aforementioned forty-five (45) day period or of the receipt of written approval of Plans and Specifications, whichever shall first occur.

SECTION 6.5 If Developer or the Association as the case may be shall disapprove any part of the Plans and Specifications submitted as aforesaid, the Owner shall revise its Plans and Specifications to incorporate such changes and shall deliver three (3) complete sets of revised Plans and Specifications and Developer or the Association as the case may be shall thereafter have thirty (30) days within which to review such revised Plans and Specifications to determine the owner's compliance with the requested changes. Should the Owner not receive notice in writing of whether or not such revised Plans and Specifications are in compliance with the suggested changes within the thirty (30) day and may perform all, of its functions as set forth in this Declaration and in the By-Laws of the Association. The corporate charter and By-Laws of the Association may include such added provisions for the protection and indemnification of its officers and directors as shall be permissible by law. 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 liability arising out of contracts made by such directors or officers on behalf of the Owners of the Association, unless any such contracts shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the directors or officers to the extent not covered by insurance, shall be limited to such Owner's proportionate share of the total liability. Pursuant to this Declaration, the Board of Directors of the Association shall constitute the final administrative authority (except as otherwise expressly provided in Article VI above) and all decisions of the Board with respect to the administration of the Property shall be binding. All rights, titles and obligations vested or imposed upon the Association by this Declaration shall be held and performed by the Board. The By-Laws for governing the Association shall be those duly enacted by the Association and shall be consistent with and shall not modify the terms of this Declaration.

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SECTION 7.3 The Developer shall, through the Board appointed by it in accordance with Section 7.2 of this Article, exercise control over all Association matters, until the first to occur of (a) twenty (20) years from the date of this Declaration, (b) the individual sale and conveyance of legal or equitable title to all of the Lots to Owners other than Trustee, or (c) Developer elects to voluntarily turn over to the Members the authority to appoint the Board, which election it shall evidence by directing the Trustee to execute and record in the Office of the Recorder of Deeds of Cook County an instrument setting forth its intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the Members through the occurrence of any of the above events shall be hereinafter referred to as the "Turnover Date". If not sooner conveyed, then on the Turnover Date, the Developer shall cause Trustee to convey to the Association, and the Association shall accept, any Common Areas to be owned by the Association hereunder and the Association shall undertake to maintain pursuant to the terms hereof the Common Areas owned by the Association and those Common Areas to be dedicated to the Village or other governmental bodies. Anything to the contrary contained herein notwithstanding, Trustee reserves the right to convey portions of or the entire Common Areas from time to time to the Association as it sees fit. From and after such conveyance, the Association shall be responsible for all maintenance, general real estate taxes and any other obligations and expenses pertaining to the Common Areas whether set forth herein or otherwise, and Trustee and Developer shall be relieved of any said obligations which it has borne. The first annual meeting of Members shall be held not later than ninety, (90) days after the Turnover Date. Developer shall cause written notice to be sent of such first annual meeting not less than fifteen (15) days in advance of such meeting.

SECTION 7.4

(a) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including a contract seller, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Trustee from membership while it or its successors in interest, if any, owns one or more Lots.

(b) From and after the time that the Developer has relinquished its authority to appoint the directors as hereinabove provided, each Member shall be entitled to one (1) vote on each matter submitted to a vote of Members for each Lot owned by him or it, provided, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. When more than one person holds such interest in any Lot, all such persons shall be Members.

SECTION 7.5 The Association, through the Board, shall have powers and duties:

(a) Own, hold title to, maintain and otherwise manage the Common Areas and all facilities, improvements and landscaping thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, cul-de-sacs, median strips in dedicated streets and easements which are adjacent to or within the Property and , to maintain any signage and lighting located thereon. Prior approval from the Village Manager must be obtained before making any alterations or changes of a permanent nature in such areas.

(b) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to

perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the association to terminate the same at the first annual meeting of the members of the Association after such appointment.

(c) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

(d) Maintain all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Village in the event that one or more Owners fails to do so.

(e) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, lighting and other improvements located at the entranceways to the Property.

(f) At its option, mow, care for, and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the Board to keep any vacant and unimproved property and parkways in the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Trustee.

(g) Make such improvements to the Association property and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members present at the meeting where such vote is taken or voting by proxy in accordance with the By-Laws of the Association, and acting in accordance with the Association's charter and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Property a highly desirable residential community.

(h) Enforce the obligations of Owners to observe all of the restrictions set forth herein, including but not limited to the fencing restrictions imposed on Owners of burdened Lots with respect to the Utilities, Landscaping, Signage and Maintenance Easement as set forth in Section 4.13 above.

(i) Provide for the enforcement of the provisions of this Declaration.

(j) Exercise all powers and duties of not-for-profit corporations pursuant to the General Not for Profit Corporation Act of Illinois and exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Voting Members by the Articles of Incorporation, the Declaration or By-Laws.

SECTION 7.6 All funds collected by the Board shall be held and expended for the purposes designated in this Declaration and the By-Laws and shall be held for the benefit of all owners. Said funds shall be administered pursuant to the provisions of this Declaration and the By-Laws. All contracts and agreements entered into by the Board or the officers of the Association shall be deemed executed by said parties, as the case may be, as agent for the Owners or the Association.

SECTION 7.7 All Owners, by acceptance of a deed to a Lot, covenant and agree that in the event the Association shall be dissolved, all restrictions and obligations created herein shall remain in full force and effect.

SECTION 7.8

(a) Until each of the various Lots shall have been conveyed by the Trustee to the first Owner thereof (or to such Owner's nominee) the Developer shall, with respect to each such unsold Lot, have all of the rights granted to the Owners.

(b) Until the Association shall have been organized and shall have assumed its duties and powers, the Developer shall have all the rights, powers, duties and obligations herein granted to, or imposed upon, the association and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take if the Association had then been formed. Alternatively, until the initial meeting of the Members, the Developer may appoint the Board (as provided in this Article) which shall have the same powers and authority as given to the Board generally.

(c) Until the Turnover Date, or earlier conveyance, Developer shall have the right but not the obligation to maintain the Common Areas and all signs and monuments located thereon and may pay expenses and costs in connection with the Common Areas, including, without limitation, the costs of improving and maintaining the Common Areas (and any signs or monuments located thereon) and real property taxes payable in connection with the Common Areas. If not sooner conveyed as set forth in Section 7.3 above, Trustee shall not later than the Turnover Date, convey that portion of the Common Areas not dedicated to the Village or a park district or other municipal or governmental body to the Association.

(d) Developer shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, Common areas and all other portions of the Property, excluding sold Lots, for such purposes until all Lots in the Property are sold. Developer may at all times utilize signage, lighting and establish sales offices, construction and storage trailers, and model homes as required to conduct its construction, sales and marketing of the Development.

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SECTION 8.1 Developer shall collect, from each initial purchaser of a Lot at the closing of the sale of such Lot, the sum of One Hundred Fifty Dollars (\$150.00) as a "Contingency, Replacement, and Start-Up Reserve" for the Association to be utilized for repair and replacement of capital improvements made or to be made on the Common Areas. After the Turnover Date, the Developer shall

assign to the Association all proceeds of the Contingency, Replacement and Start-Up Reserve to be applied by the Association for the purposes set forth in the preceding sentence.

SECTION 8.2 Each Owner, by acceptance of a deed or other conveyance from the Trustee, its successors or assigns, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided in this Declaration together with the By-Laws of the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. The portion of the assessments to be utilized for other expenses and purposes shall be allocated equally among all Owners other than Trustee. Notwithstanding anything to the contrary contained herein, Developer and Trustee may, but need not, pay assessments levied by the Association against unsold Lots after the Turnover Date.

SECTION 8.3 The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, operation and management, security, utilities, repair, replacement and maintenance and other charges required by the Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance replacements, taxes, and other charges as specified herein.

SECTION 8.4 In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, if any.

SECTION 8.5 Both annual and special assessments must be fixed at a uniform amount for all Lots. Annual assessments shall be collected, in advance, on a yearly basis or as determined by the Board.

SECTION 8.6 The annual assessments provided for herein shall commence for all Lots then subject to assessment hereunder on the first day of the month following the Turnover Date. The Board shall fix the amount of the annual assessment of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Any Lot conveyed by Trustee to a third-party purchaser after the commencement of the obligation to pay assessments shall be payable as follows: The Owner shall pay to Trustee (for delivery to the Association) the pro rata amount of the annual assessment due for the portion of such year following the closing. The Association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

SECTION 8.7 (a) On or before December 1 of the first full twelve month calendar year of the Association and on each December 1 thereafter, the Board shall estimate the total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies, relating to the maintenance of the Common Areas, as set forth herein, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount necessary for a reserve for emergencies and replacements, as more specifically provided in subsection (c) below, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Such annual budget shall also take into account any estimated net accuable cash income for the year from operation or use of the Property, if any. Said "estimated cash requirement" shall be assessed to each Owner as set forth herein and shall be due and payable in such periodic installments as are established by the Board from time to time. On or before the date of the annual meeting of each calendar year, the Board shall supply all Owners with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or under the actual expenditures plus reserves.

(b) If said estimated cash requirement" proves inadequate for any reason, to defray the operating expenses and costs during any given year, then the Board shall be authorized to adopt a supplemental budget or budgets and shall determine the amount of a supplemental assessment accordingly. The Board shall serve notice of such supplemental assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such supplemental assessment shall become due at such time as the Board may determine. All Owners shall be obligated to pay such supplemental assessment.

(c) The Board shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditures not included in the "estimated cash requirements" shall be first charged against such reserves in the year of such expenditure. If such reserves are depleted or in the opinion of the Board, significantly reduced, then any supplemental budget, or the next regular "estimated cash requirements" shall, provide for the re-establishment of such reserves as the Board shall deem reasonably appropriate.

(d) The failure or delay of the Board to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on the Owners shall not constitute a waiver or release in any manner of such Owners' obligations to pay their annual assessments as herein provided, whenever the same shall be determined. In the absence of a new annual assessment, each Owner shall continue to pay the periodic charge at the then existing rate for the Lot owned by such Owner as established for the prior year until such time as a new rate is established.

SECTION 8.8 The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner.

SECTION 8.9 No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot. Except as otherwise provided elsewhere herein, the Owner of a Lot on the day on which the notice of the levying of a periodical, supplemental or special assessment is delivered shall personally be liable for the payment of such assessment. This Section shall not apply to Trustee and Developer as owner of unsold Lots.

SECTION 8.10 Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate allowed by law or eighteen percent, (18%) whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or statute now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Each Owner, by such Owner's acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of, such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens. Any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such judicial sale. In addition, if any Owner shall default in the payment when same shall be due of the aforesaid charges or assessments, and default shall continue for thirty (30) days after notice to the Owner by the Board, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare the default a Forcible Detainer of the building on the Lot, and shall have the right, on behalf of the other Owners, to enter and take possession of the Lot and the Improvements from the defaulting Owner, to put out the Owner, or any occupant or tenant claiming by, through or under the Owner, using such reasonable force as the Board shall deem necessary under the circumstances and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer provisions of the Illinois Revised Statutes, as amended from time to time. This Section shall not apply to Trustee and Developer as owner of unsold Lots.

SECTION 8.11 The lien of the assessments provided for herein shall be subordinate to the lien of any Mortgage or Mortgages now or hereafter placed on the Lots prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien herein provided which may accrue prior to the recording of such deed; however, once the grantee of such deed has taken title, said grantee shall be obligated to pay such lien.

SECTION 8.12 The Association shall be obligated to pay and discharge all general and special real estate taxes and assessments levied by any public authority with respect to any portion of the Common Areas conveyed to the Association from time to time for the period commencing with such conveyance, and in any event shall be so obligated for said taxes and assessments with respect to the Common Areas applicable for the period commencing with the Turnover Date.

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INSURANCE

SECTION 9.1 The Board shall, if practicable, obtain insurance coverage for the Common Areas to cover against loss or damage by fire or other hazards. The insurance shall be for the full insurable value (based upon current replacement cost) of the Common Areas and the insurance premiums shall be a Common Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association. The insurance coverage shall, if possible, provide that the insurance as to the interest of the Association shall not be invalidated by any act or neglect of any Owner.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for nonpayment of premiums without at least thirty (30) days' prior written notice to the Association. The insurance policies shall contain waivers of subrogation with respect to the Board,, its employees and agents, Owners and mortgagees.

SECTION 9.2 The insurance proceeds shall be applied by the Board on behalf of the Association for the reconstruction or restoration of the Common Areas.

SECTION 9.3 Payment by an insurance company to the Board of any insurance proceeds coupled with the receipt and release from the Board of the company's liability under said policy shall constitute a full discharge of said insurance carrier and said carrier shall not be under any obligation to inquire into the terms of any trust pursuant to which the proceeds may be held.

SECTION 9.4 The Board shall also obtain comprehensive public liability insurance including liability for injuries or death to persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Trustee, Developer and their respective employees and agents, if any, from liability in connection with the Common Areas and insuring the officers of the Association and members of the Board from liability for good faith actions. The premiums for such insurance shall be a Common

Expense.

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OTHER PROVISIONS

SECTION 10.1 The covenants, conditions, restrictions and easements created by this Declaration shall attach to and run with the Property and shall be binding on every Person who may hereafter come into ownership, occupancy or possession of any portion of the Property. By the recording or acceptance of the conveyance of a lot or any interest or right therein (including, fee or leasehold), the Person to whom such interest is conveyed shall be deemed to accept and agree to-be bound by the provisions of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired such interest or right. This Declaration benefits and burdens only the land described in this Declaration, and there is no intention to benefit any Persons other than those having an interest in the Property. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Lot and may not be severed or alienated from such ownership.

SECTION 10.2 The Common Areas are restricted to recreational, utility, drainage and retention and ancillary uses and structures relating thereto, all for the benefit of the Owners. Every member shall have a right and easement of enjoyment in and to the Common Areas, subject to the terms of this Declaration and the By-Laws of the Association.

SECTION 10.3 This Declaration shall continue and remain in full force and effect at all times with respect to the Property (subject, however, to the right to amend the provisions hereof as provided for below), until twenty (20) years from the date hereof. Thereafter, this Declaration and all provisions hereof shall automatically be renewed for ten (10) year periods, unless at the end of the first twenty (20) year period or any subsequent ten (10) year period, this Declaration and all provisions hereof are terminated by an instrument approved by Owners representing not less than 75% of the membership vote entitled to be cast and such declaration of termination is recorded in the office of the Recorder of Deeds of Cook County, Illinois. In the event of such termination, the Association shall deed the Common Areas to the Owners as tenants in common. The provisions of this Section shall not apply to the Easement described in Article V, which shall be of a duration according to its terms.

SECTION 10.4 Subject to the provisions of Section 10.5 of this Article, the record owners in fee simple of the Lots in the Property may revoke, modify, amend or supplement in whole or in part any or all of the covenants and conditions contained in this Declaration and may release from any part or all of such covenants all or any part of the real property subject thereto, with the exception of the Easement described in Article V. Prior to the first annual meeting of the Members of the Association following the Turnover Date, pursuant to Section 7.3 hereof, any such change or changes may be made effective at any time by the Developer. Subsequent to the first annual meeting of the Members of the Association following the Turnover Date, pursuant to Section 7.3 hereof, any such change or changes may be made effective at any time by the Developer, so long as Trustee owns any Lots in the Development, and the Owners of at least fifty-one (51%) percent of the Lots not owned by Trustee consent thereto. In the event Developer solicits such consent from Owners, any such Owner's failure to reply in writing to Developer within the time period set forth in such request for approval shall be deemed such Owner's approval of said revocation, modification, amendment or supplement of this Declaration.

Any such changes shall be effective only if expressed in written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

SECTION 10.5 Trustee reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering any Lot ownership, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Trustee elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Trustee to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence or obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Trustee to vote in favor of, make, execute and record Special Amendments. The right of the Trustee to act pursuant to rights reserved or granted under this on shall terminate at such time as the Trustee no longer or controls title to any Lot.

SECTION 10.6 The result of every action or omission whereby covenant, condition, restriction or easement herein including but not limited to covenants pertaining to review, is violated in whole or in part is hereby to be and to constitute a nuisance, and (including, but limited to, injunctive relief) every remedy either public or te, available at law or in equity against an Owner or ant of any Lot shall be applicable against such nuisance and be enforced by the Trustee, Developer, Association, the or by any Owner.

SECTION 10.7 The failure of the Trustee, Developer, Association, the Village or any Owner to enforce any provision herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

SECTION 10.8 If any Owner defaults by failure to comply with the provisions of this Declaration, the Association may give written

notice to the Owner specifying the manner in which the owner has defaulted. If the Owner does not cure the default within thirty (30) days after, notice, (unless the default cannot be cured within such thirty (30) day period, if the owner has commenced to cure the default within such period and thereafter diligently proceeds) the Association, or its agents, may enter upon the Lot and do such work as is required to cure the default. Neither the Association nor its agents shall, by reason of entering or performing any work-to cure the default, be liable to the Owner for any losses or damages thereby sustained by the Owner or by anyone claiming by or under the Owner. The cost, including reasonable administrative expenses incurred by the Association in order to cure such default, shall be paid for by the Owner. The obligation to pay for such costs shall be a charge on the land and be a continuing lien on the Lot owned by such defaulting Owner.

SECTION 10.9 The Trustee or the Board shall have the right to grant any easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Areas as they deem necessary or desirable.

SECTION 10.10 If any of the privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, or some analogous statutory provision, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Ronald Reagan, the President of the United States on the date hereof, and James Thompson the Governor of Illinois, on the date hereof.

SECTION 10.11

(a) All covenants, liens and other provisions set forth herein shall be subject to and subordinate to all Mortgages now or hereafter executed, encumbering any of the Property, and none of said covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such Mortgage. However, if any portion of the Property is acquired by deed in lieu of foreclosure, or under the provisions of any deed of trust in the nature of a mortgage, or sold under foreclosure of any mortgage, or under any judicial sale, any grantee under such deed or purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any such portion of the Property subject to all the covenants, liens and other, provisions of this Declaration.

(b) The Association shall, if requested by a holder of a mortgage of record of a Lot, give written notification of the following: (i) notice of any default of the Owner of a Lot which is the subject of such Mortgage if such default is not cured as hereinabove provided; or (ii) five (5) days prior written notice of any annual or special meeting of the Association. The request of a mortgagee for any or all of the above notices may be submitted to the Association via the Board of Directors and in such event, the giving of such notices shall continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the Lot is terminated, whichever shall be first in time.

(c) Any holder of a Mortgage who takes title to a Lot or comes into possession of a Lot pursuant to remedies provided in such mortgage (including foreclosure, or a deed or assignment in lieu thereof), shall take possession free of any claims for unpaid assessments or charges which may have accrued prior to the date of such possession; provided, however, that such mortgagee shall be liable for a pro rata share of such assessments and charges if the Board shall elect to reallocate the same among all of the Lots.

SECTION 10.12 Trustee reserves the right from time to time to subdivide and resubdivide portions of the Property owned by it for the purpose of creating additional Lots within the Property without the consent of any other Owner.

SECTION 10.13 This Declaration is designed to complement all governmental laws, ordinances, rules and regulations. Where any conflict exists between any provision of this Declaration and any provision of governmental laws, ordinances, rules and regulations the most rigid or restrictive requirements for use and development of the Property shall control.

SECTION 10.14 If any provision of this Declaration is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

SECTION 10.15 Prior to the Turnover Date, each Owner of a Lot in the Development shall file the correct mailing address of such Owner with the Developer and shall notify the Developer promptly in writing of any subsequent change of address. The Developer shall maintain a file of such addresses and make the same available to appropriate parties prior to the Turnover Date. Subsequent to the Turnover Date, each Owner shall make such filings with and notifications to the Association, and the Association shall maintain said file. A written or printed notice deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with the Developer or the Association as the case may be shall be sufficient and proper notice to such Owner whenever notices are required or permitted in this Declaration, and shall be deemed delivered three (3) days after mailing.

SECTION 10.16 The Developer and/or the Trustee reserve the right to transfer any and all of either's respective privileges, obligations, right, title and interest hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds of Cook County, Illinois. Upon such recording, Developer and/or Trustee shall be relieved from any liability arising from the performance or non-performance of said rights and obligations.

SECTION 10.17 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

SECTION 10.18 In the event title to a Lot is held by a land trust under which all powers of management, operation and control remain vested in the trust beneficiary or beneficiaries then the trust estate under said trust and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien or indebtedness created under this Declaration against the Lot. No claim shall be made against any such title holder trustee personally for any claim or obligation created hereunder and the trustee

shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate.

SECTION 10.19 Until such time as the Board provided for in this Declaration is formed, the Developer shall exercise any and all of the powers, rights, duties and functions of the Association and the Board.

SECTION 10.20 The singular shall include the plural wherever this Declaration so requires, and the masculine the feminine and neuter and vice versa.

SECTION 10.21 If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of Cook County, Illinois in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions herein contained or under Illinois Revised Statutes, ch. 110, 13-118 or any other law or statute of similar purport, they shall submit the matter to a meeting of the Members of the Association called upon not less than ten (10) days notice, and unless at such meeting at least two-thirds (2/3) of such Members shall vote against such rerecording, the Association shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of the Owners and the rerecorded document executed and acknowledged by each of them.

SECTION 10.22 This Declaration is executed by the undersigned Trustee, not personally, but solely as Trustee as set forth above. Anything herein contained to the contrary notwithstanding, each and all of the covenants representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but solely as such Trustee under said agreement. Any such personal liability is expressly waived and all persons claiming by, through or under said released by Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Declaration to be executed as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated October 2, 1986 and known as Trust No. 100166-08.

By:

This Document prepared By:

Valerie J. Fisher, Esq.
Sachnoff Weaver & Rubenstein, Ltd.
30 South Wacker Drive, Suite 2900
Chicago, Illinois 60606

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