

# UNOFFICIAL COPY

MARQUETTE WOODS  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

STREAMWOOD, ILLINOIS

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Eugene "Gene" Moore Fee: \$92.50  
Cook County Recorder of Deeds  
Date: 04/26/2003 10:41 AM Pg: 1 of 35

**COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
ROLLING MEADOWS**

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MARQUETTE WOODS  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
STREAMWOOD, ILLINOIS

THIS DECLARATION (this "Declaration") is made this 23 day of Nov 2001, By STREAMWOOD ONE L.L.C., an Illinois Limited Liability Corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in the Village of Streamwood, County of Cook, State of Illinois, which is more particularly described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the said Property shall be conveyed, subject to certain protective easements, restrictions, covenants, conditions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in said Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, liens and charges which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.  
DEFINITIONS

SECTION 1. "ASSOCIATION" shall mean and refer to the Marquette Woods Homeowners' Association, an Illinois not-for-profit corporation, its successors and assigns.

SECTION 2. "BY-LAWS" shall mean the By-Laws of the Association, a true and correct copy of which is attached hereto as Exhibit "B".

SECTION 3. "COMMERCIAL VEHICLE" shall mean any vehicle that is used in the daily operation of a profit or not-for-profit business or governmental or quasi-governmental agency for any purpose, including, without limitation, transporting of personnel, materials or finished goods and regardless of whether such vehicle displays identifying information on the vehicle's exterior, but excluding, however, police and fire department vehicles.

SECTION 4. "COMMON AREA" shall mean all real property and all improvements thereto owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Legal Description Attached

The Common Area may be designated on any Plat of Subdivision of the Property or on any amendments or supplements to this Declaration.

SECTION 5. "DECLARANT" shall mean and refer to Streamwood One L.L.C., its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.

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SECTION 6. "ENTRYWAYS" shall mean such portions of the Property as may be identified on any Plat of Subdivision thereof or as Declarant may determine, on which Declarant, prior to conveyance of the same to a third party, has constructed or has commenced construction of a sign or monument identifying the Marquette Woods development or any portion thereof, together with such landscaping as may be installed thereon.

SECTION 7. "LOT" shall mean a plot of land upon which a detached single family home is constructed or to be constructed. A Lot shall be a subdivision lot contained within a Plat of Subdivision.

SECTION 8. "MEMBER" shall mean and refer to every person or entity that holds a membership in the Association.

SECTION 9. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 10. "PLAT OF SUBDIVISION" shall mean a plat of the Property, or any part thereof, subdividing or re-subdividing the same into subdivision lots and Common Area, and recorded with the Recorder of Deeds of Cook County, Illinois.

SECTION 11. "PROPERTY" shall mean and refer to that certain real property described on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 12. "VILLAGE" shall mean the Village of Streamwood, Illinois.

SECTION 13. "VILLAGE PROPERTY" shall mean all real property conveyed by the Declarant to the Village pursuant to the terms of the Marquette Woods Planned Development Agreement dated Nov 23, 2001 (the "PUD Agreement") entered into by and between Declarant and the Village and for which the Association has certain maintenance responsibilities as set forth in the PUD Agreement. The Village Property may be designated as outlots on any Plat of Subdivision of the Property or on any amendments or supplements to this Declaration. The Village Property dedicated to the Village at the time of recording of this Declaration is described as follows:

Legal Description Attached

## ARTICLE II.

### ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Annexation by Declarant. Declarant may, without the consent or approval of the Association or any Members, annex to the Property all or part any real estate contiguous thereto or to the Property (collectively, the "Additional Land") from time to time, by a written instrument signed by Declarant and recorded with the Office of the Cook County Recorder. Should Declarant develop land within Additional Land within ten (10) years after the date of this Declaration, such Additional Land may be annexed to the Property without the assent of the Members.

Such additional Land, or portions thereof, may be annexed in separate phases and shall be considered annexed to said Property and subjected to the provisions of this Declaration if within such ten (10) year period Declarant executes and records an Amendment or Supplementary Declaration with the Office of the Recorder of Cook County, Illinois, describing the portion to be annexed to said Property and legally and specifically making said Additional Land, or portion thereof, subject to this Declaration. Any such Amendment or Supplementary Declaration may designate Lots and Common Area.



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Prior to the time Declarant annexes any such Additional Land to the Property, it shall first (a) pay or cause to be paid all general real taxes that are due and payable at the time of annexation, and (b) complete, cause to be completed, or make arrangements for or cause arrangements to be made for the completion of (by posting bonds, letters of credit, or other security with the Village) all public and quasi-public improvements required by the Village to service the Lots to be contained in the phases(s) then being annexed. In improving or causing the improvement of any additional phases(s), Declarant shall keep the Property subjected to this Declaration free of any liens or claims for liens for labor or materials provided in such improvements, pursuant to the Illinois mechanics' lien laws.

SECTION 2. Annexation by the Members. Annexation of any real estate to the Property other than property within the Additional Land shall require the recording with the Cook County Recorder of an instrument signed by the Association with the assent of not less than sixty-seven percent (67%) of the votes of each class of Members present in person or by written proxy at a meeting duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting.

SECTION 3. Annexation Limited to Lots and Common Area No real estate may be annexed to the Property other than real estate that will fall within the definition of "Lots" or "Common Area", as set forth in ARTICLE I hereof

## ARTICLE III.

### MEMBERSHIP IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity, including Declarant, who is a record owner of a fee or an undivided fee interest in any Lot which is subject to this Declaration, including contract sellers, shall be a Member of the Association and each purchaser of any Lot by acceptance of a deed therefore covenants and agrees to be a Member of the Association whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. For each Lot owned, the Owner thereof shall be entitled to one (1) membership. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. For the purpose of this Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Lots.

SECTION 2. Transfer. Membership held by any Owner of a Lot is an appurtenance to such Lot and shall not be transferred, alienated, or pledged in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser of such Lot. Any attempt to make a transfer except by the sale or encumbrance of a Lot is void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Lot for the transfer to be effective, and the same shall automatically pass with title to the Lot.

## ARTICLE IV.

### VOTING RIGHTS IN THE ASSOCIATION

The Association shall have two classes of voting membership:

Class A: Class A Members shall be all those Owners of Lots with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required by ARTICLE III for membership. When more than one person holds such interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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Class B: The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required by ARTICLE III for membership, provided. That the Class B membership shall cease and be converted to Class A membership, as the case may be, on the happening of any of the following events, whichever occurs earliest:

- (a) Ten (10) years from the date of this Declaration of Covenants, Conditions and Restrictions;
- (b) One hundred twenty (120) days after the date by which seventy-five percent (75%) of the Lots submitted to this Declaration (either as a part of the original Property or as Additional Land or as a phase thereof annexed to the Property) Have been conveyed by Declarant to Owners, if Declarant has failed to start Construction of any dwelling unit on a phase of the Additional Land that has not Yet been annexed to the Property within such one hundred twenty (120) day Period; provided, however, if Declarant has so started construction of a dwelling Unit on any Lot in a phase of the Additional Land that has not yet been annexed to The Property within such one hundred twenty (120) day period, then the provisions Of this paragraph (b) shall be applicable to the combined total of the Lots then Comprising the Property and those contained in such phase of the Additional Land That is thereafter annexed to the Property. (For purposes hereof, the term "started Construction" shall mean the excavation of a building site on one Lot within the Boundaries of a phase); or
- (c) The date on which Declarant voluntarily withdraws as the Class B Member by Executing and recording with the Recorder of Deeds of Cook County, Illinois, a Written declaration of intent to withdraw, which shall become effective in the manner Specified in such declaration of intent.

Anything contained in the Articles of Incorporation or the By-Laws of the Association notwithstanding, so long as Declarant is a Class B Member, it shall have the absolute right to appoint and remove any member of the Board of Directors and/or officers and agents of the Association. The Directors elected by the Members at the first Annual Meeting of Members shall include not less than two (2) Directors, which are Class A Members residing on Lots within the Property. At all times thereafter, the Board of Directors of the Association shall include not less than two (2) such Class A Members.

## ARTICLE V.

### PROPERTY RIGHTS

SECTION 1. Members' Easements of Enjoyment. Every Member shall have a right and easement for ingress and egress over and across and use of enjoyment in and to the Common Area and the improvements thereon and such easements shall be appurtenant to and shall pass with the title to every Lot. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents. Said right of easement for ingress and egress over and across and of enjoyment in and to the Common Area shall be subject to the following provisions:

- (a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purposes of improving or reconstructing the Common Area and facilities thereof and in aid thereof to mortgage said Common Area (or a portion thereof).



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- (b) The right of the Association to suspend the voting rights of a Member for any Period during which any assessment against such Member's Lot remains unpaid And delinquent, and for a period not to exceed thirty (30) days for any single Infraction of the published rules and regulations of the Association, provided that Any suspension of such voting rights, except for failure to pay assessments, shall Be made only by the Association or a duly appointed committee thereof, after Notice and hearing given and held in accordance with the By-Laws or rules and Regulations of the Association.
- (c) The right of the Association to declare or grant easements and licenses and to Dedicate or transfer all or any part of the Common Area to any public agency, Authority, or public or private utility for such purposes and subject to such The Members may agree to conditions as. No such dedication or transfer Shall be effective unless an instrument has been recorded, signed by the Association and authorized by the assent of at least sixty-seven percent (67%) or More of the votes of each class of Members present in person or by proxy and Entitled to vote at a meeting duly called for such purpose at which a quorum is Present, written notice of which is mailed to all Members not less than five (5) Days nor more than forty (40) days in advance of the meeting, setting forth the Purposes of the meeting and approved by the Village.
- (d) The right of the Association to establish uniform rules and regulations (including Fines) pertaining to the use of the Common Area.
- (e) The right of Declarant and its designees (and their respective sales agents and Representatives) to (1) non-exclusive use of the Common Area (as may be Amended by annexation from time to time) in connection with the sale of Residential units within the Property (including any of the Additional Land Annexed. Thereto); and (2) the use of any improved residence on any of the Lots as A sales office until the last Lot within the Property is improved with a residence And conveyed to a third party purchaser.
- (f) Such other rights as are reserved or created by this Declaration.

SECTION 2. Delegation of Use. Any Member may delegate in accordance with the Bylaws of the Association, such Member's right of enjoyment to the Common Area and the improvements located thereon to the members of his or her family, and the occupants residing on such Member's Lot.

SECTION 3. Title to the Common Area. Declarant covenants for itself, its successors and assigns, that it will convey or cause to be conveyed fee simple title to the Common Area to the Association prior to the conveyance by Declarant to an Owner of the first Lot improved with a dwelling unit, subject to:

- (a) Covenants, conditions and restrictions then of record;
- (b) The terms of this Declaration;
- (c) Zoning ordinances, development agreements and annexation agreements of Record;
- (d) Current real estate taxes, not yet due and payable (for which Declarant shall pay or Make arrangements to pay its pro rata share);

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- (e) Utility easements granted or to be granted for sewer, water, gas, electricity, Telephone, cable television and any other necessary utilities; Reservation of easement for ingress and egress; and,
- (g) Easements granted or to be granted for the construction, maintenance, repair and Use of improvements to be located on the Common Area.

SECTION 4. Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the neither Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or by abandonment of his or her Lot.

## ARTICLE VI.

### COVENANT FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants and agrees (subject to the provisions set forth in Sections 7 and 8 of this ARTICLE VI) for each Lot owned by Declarant within the Property, and each Owner of any Lot by acceptance of a deed therefore or possession thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed personally and individually to covenant and agree to pay to the Association the following (referred to herein collectively as the "Assessments"), which shall be paid by the Owners of all Lots within the Property relating to the Common Areas: (1) annual assessments or charges applicable to all Lots ("Annual Assessments"), (2) special assessments applicable to all Lots ("Special Assessments"), and (3) a single capital contribution applicable to all Lots ("Capital Contributions"). All such assessments shall be fixed, established and collected from time to time as hereinafter provided. The assessments, together with interest thereon, attorneys' fees and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment (and deficiency contributions, in the case of Declarant), together with such interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who is the owner of such Lot at the time when the assessment falls due. The personal obligation shall pass to his or her successors in title accepting a deed to or assignment of beneficial interest in any trust holding title to said Lot.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare and enjoyment of its Members. The Assessments shall be used for the following purposes:

- (a) Maintenance, repair, replacement and improvement of the Common Area, and all Improvements thereon, including Entryways;
- (b) Maintenance of landscaping, including grass cutting, and maintenance and Operation of any and all pond aerators located on Village Property;
- (c) Payment of real estate taxes on the Common Area;
- (d) Payment of premiums on insurance which are the obligation of the Association with Respect to the Common Area; and
- (e) To provide funds for the Association to carry on its duties or exercise its rights set Forth herein or in its Articles of Incorporation or By-Laws or in the Illinois Not For-Profit Corporation Act with respect to the Common Area.

SECTION 3. Basis for and Maximum Amount of Annual Assessments. Until January 1st of the year immediately following the year of conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be \$ 1,800.00

- (a) From and after January 1 sty of the year immediately following the conveyance of

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the first Lot to an Owner, the maximum Annual Assessment may be increased Effective January 1st of each year by the Board of Directors of the Association (at Any meeting of the Board of Directors duly convened at least thirty (30) days prior To said January effective date) without a vote of the Members, provided that any Such increase shall not be greater than a ten percent (10%) increase over the Maximum Annual Assessment permitted for the year immediately proceeding.

- (b) From and after January 1st of the year immediately following the conveyance of The first Lot to an Owner, the Annual Assessment may be increased for any year By the Board of Directors of the Association at any time, over the maximum Annual Assessment permitted for the year immediately preceding, without the Vote of the Members, if the same is necessary to (i) pay the costs of any increases In real estate taxes for the Common Area over the prior year, or (ii) pay the cost of Increases in premiums for insurance for the Common Areas procured by the Association over the prior year.
- (c) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum of the Annual Assessment may be increased for the coming assessment year only or for all succeeding assessment years effective January 1st of each year by the Board of Directors at any meeting of the Board of Directors (duly convened at least thirty (30) days prior to said January 1st effective date) in an amount greater than provided in subsections (a) or (b) hereof for the coming assessment year, provided that any such change shall Have the assent of the majority of the votes of the Members voting in person or by Proxy, at a meeting duly called for such purpose, at which a quorum is present, Written notice of which will be sent to all Members not less than five (5) days Nor more than forty (40) days; in advance of the meeting, setting forth the purpose of the meeting.
- (d) After consideration of future needs and expected expenditures of the Association, the Board of Directors may fix the Annual Assessment in lesser amounts than the maximum Annual Assessments permitted or may, in its discretion, require no Annual Assessment whatsoever for any year, but such action shall not limit or prohibit the Board of Directors from fixing assessments for any year(s) following on the basis of increases in the maximum Annual Assessments permitted hereunder rather than the actual assessments so fixed.

**SECTION 4. Reasonable Reserves.** The Association shall establish and maintain from Annual Assessments collected hereunder, reasonable reserves for the costs of the maintenance, repair and replacement of those items which are the responsibility of the Association and may establish and maintain such other reasonable reserves as the Board of Directors deems necessary and convenient which are consistent with the powers and duties of the Association.

**SECTION 5. Special Assessments.** In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, Special Assessments for purposes of (i) defraying in full or in part the cost of any reconstruction, repair or replacement of landscaping installed by the Declarant (but not the Owner) which is the responsibility of the Association; (ii) defraying in full or in part the cost of any construction, reconstruction, repair or replacement of any improvement on the Common Area, including the necessary fixtures, personal property or landscaping related to the Common Area; including, but not limited to Entryways, or any improvements which are the responsibility of the Association; and (iii) defraying in full or part and providing of funds to the Association to carry on any of its duties set forth in this Declaration or in its Articles of Incorporation or By-Laws or the Illinois Not-For-Profit Corporation Act. Any such assessment shall have the assent of a majority of the votes of the Members voting in person or by proxy at a meeting duly called for such purpose, at which a quorum is present, written notice of which shall be sent to all Members not less

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than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting. Unless the Special Assessment specifies that it shall be applicable to a specified number of years, it shall be applicable only to the year enacted.

SECTION 6. Uniform Rate of Assessment. Annual Assessments must be fixed at a uniform rate for all Lots subject thereto, and may be collected on a monthly basis or such other periodic basis as set by the Board of Directors.

SECTION 7. Assessment for Lots Owned by Declarant. Notwithstanding the foregoing provisions, Annual Assessments and Special Assessments for any Lots while (i) owned by Declarant and improved with a completed residence, but unoccupied by any tenant of Declarant, or (ii) owned by any party but occupied by Declarant and used as a model or a sale office, shall be limited to 25% of the amounts fixed with respect to such type of Lots owned by Owners other than Declarant. Prior to the completion of a residence on any Lot, (which shall mean the issuance of a certificate of occupancy therefor by the Village), such Lot shall be exempt from assessments.

SECTION 8. Deficiency Contributions. For every calendar year during which Declarant remains a Class B Member of the Association, Declarant shall contribute to the Association all funds in excess of the budgeted and collected assessments which shall be necessary to defray the costs properly paid or incurred by it for the purposes for which annual assessments of each type may be collected, all without limitation to the maximum amounts provided under Section 3 of this ARTICLE VI. Declarant's contribution for the calendar year during which Declarant's Class B membership terminates shall be prorated to the date of such termination. For purposes hereof, the establishment of reserves pursuant to Section 4 of this ARTICLE VI does not constitute the payment or incurring of costs by the Association and Declarant's deficiency contribution shall not be required to be applied to the establishment of reserves.

SECTION 9. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence for any Lot within the Property, or any land annexed to the Property, on the day of the conveyance of the first Lot in the Property and shall be prorated for the month of said conveyance. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and in lieu thereof, the amount of the prior year's Annual Assessment shall be the fixed amount. Written notice of any changed amount of the Annual Assessment shall be sent to every Owner subject thereto, but failure to do so shall not invalidate the changed assessments. The Annual Assessments shall be payable in monthly installments.

SECTION 10. Capital Contributions. At the time of the initial sale of each Lot from Declarant to any Owner, such Owner shall pay to the Association the Capital Contribution, which shall be equal to the amount of the Annual Assessment then in effect. The Association shall use the Capital Contribution for the purposes as described in Section 2 of this ARTICLE VI. The Capital Contributions for any Lot shall be levied only upon the sale by Declarant to an Owner and shall not be levied on any subsequent sales of the Lot.

SECTION 11. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the Annual Assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. Such certificates shall be conclusive evidence that any assessment therein stated to have been paid has in fact been paid. No charge shall be made for issuing from time to time said certificates to Declarant on Lots then owned by Declarant.

## ARTICLE VII.

### EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF ASSOCIATION

SECTION 1. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association and applied uniformly. If



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any such assessment is not paid within thirty (30) days after the delinquency date, the assessments shall bear interest from the date of delinquency at the highest rate permitted by Illinois law, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien (provided for in Section 1 of ARTICLE VII hereof) against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing a Complaint in such action and reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include all assessments accrued from date of suit to judgment, increased by such late charges, costs and fees, plus interest. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner for the collection of such delinquent assessments.

SECTION 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a mortgage or trust deed or any proceeding or deed in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VIII.

### EASEMENTS

SECTION 1. Utility Easements. Declarant hereby reserves unto itself, its successors, assigns and designees, the right (i) to create, declare and grant over, above, under and across the Common Area or the Lots, at any time before or after conveyance, non-exclusive perpetual utility easements (provided, however, that no blanket utility easements shall be created in respect of Outlot A as designated on the Preliminary Plat) and (ii) to exercise any easement created by any Plat of Subdivision or other instruments, for the installation, construction, improvement or removal or reconstruction, replacement, substitution, and maintenance of sewer (storm and sanitary), water, gas, electricity, cable television, telephone and any other utilities as may be necessary in Declarant's sole judgment to develop, service and maintain the Property. The aforesaid easements shall include reasonable rights of ingress and egress. Furthermore, Declarant hereby declares and reserves for the benefit of all Owners, the Association, and the various public utility companies a non-exclusive public utility easement over, above and under the Common Area for the installation, construction, improvement, removal, reconstruction, replacement and substitution of underground service lines, wires, cables, conduits, terminals, manholes and other fixtures as the beneficiaries of the easement may from time to time require for any sewer (storm and sanitary), water, gas, electricity, cable television, telephone and other utilities which may serve the residences constructed on the Property, or other adjacent properties. It shall be the obligation of any party exercising the easement to restore any areas disturbed by the exercise of the easement in the manner and to the extent set forth in the provisions contained in the Plats of Subdivision for the Property relating to the exercise of easements.

SECTION 2. Easement for Installation and Maintenance of Storm Water Service Lines. Declarant hereby reserves unto itself, the Association and their respective successors, assigns and designees an easement over the Common Area for the installation, maintenance and repair of underground storm water service lines on the Common Area for connection to any storm sewer constructed within the Property. Such storm water service lines so installed by Declarant, the Association or their respective successors, assigns and designees on any portion of the Common Area shall be and remain the property of the Association or its successors or assigns, and shall thereafter be maintained, replaced and repaired thereby. The aforesaid easement shall include reasonable rights for ingress and egress and shall be perpetual. No Owner shall interfere with any storm water service line installed on his or her Lot, or the passing of storm water through the same.

SECTION 3. Ownership of Utility Lines. Declarant shall initially own all storm sewers, sanitary sewers, and water lines when situated in, or over, under, along or across the Common Area or within easement areas designated for the installation and maintenance of such lines to the extent the same are not initially dedicated to the Village, Cook County, any public utility or any governmental or quasi-governmental authority and shall have the right (but not the obligation) of maintenance, replacement, repair or removal thereof and reasonable access thereto. Declarant may transfer title to said storm sewers, sanitary sewers and water lines and Declarant's rights of maintenance, replacement, repair and removal thereof to any assignee deemed beneficial or appropriate by Declarant (including the Association, the Village, Cook

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County, any public utility, or any governmental or quasi-governmental authority), which transfer and assignment shall be effectuated in accordance with the Village Code by a bill of sale or other appropriate writing.

SECTION 4. Reservation of Easements for Declarant's Benefit. Anything contained in this Declaration to the contrary notwithstanding, Declarant hereby reserves for itself, its agents, employees, contractors, sub-contractors, workmen, material men, invitees and any successor builders an easement under, over and across the Common Area for the purposes of constructing, completing, repairing, maintaining, inspecting, exhibiting and selling any Lots or dwelling units then owned by Declarant or any such successor builders.

SECTION 5. Installation, Maintenance and Repair of Common Area and Entryways. Declarant hereby reserves unto itself, its successors, assigns, and designees, and to the Association the right and easement to come onto the Common Area for purposes of building, installing, maintaining, repairing, and replacing Common Area, including Entryways thereon.

SECTION 6. Rights to Reserve or Grant Specific Easements for Common Area and Entryways. Declarant shall have the right to grant or reserve particular specific non-exclusive easements on any portion of the Common Area for the installation, maintenance and repair of Common Area, including Entryways thereon, by Declarant, its successors, assigns or designees or by the Association. Such easements may be created over the Common Area at any time, even after it has been conveyed to the Association. Failure to so grant or reserve any particular Board of Directors shall from time to time deem necessary to fulfill and further the purposes of the Association; and to exercise any other right or powers given to the Association under this Declaration or under the Illinois Not-for-Profit Corporation Act.

## ARTICLE IX

### DUTIES AND POWERS OF THE ASSOCIATION

SECTION 1. Common Area. The Association shall maintain, repair, and replace the Common Area, and its elements, including but not limited to grass, trees, shrubs, plantings, and other improvements located upon the Common Area. The Association shall perform its obligations hereunder to the extent deemed by the Board of Directors to be beneficial and convenient.

SECTION 2. Entryways. The Association shall maintain, repair and replace the Entryways to the extent deemed by the Board of Directors to be beneficial and convenient.

SECTION 3. Village Property. The Association, in accordance with the terms and conditions of the PUD Agreement, shall maintain landscaping on Village Property.

SECTION 4. Watering. The Association shall have the right, but shall not be required, to water any grass, landscaping and plant materials located on the Entryways or on the Common Area.

SECTION 5. Failure of Association to Maintain, Repair or Replace. In the event the Association fails to maintain, repair or replace the Common Area or improvements located thereon, including the Entryways, and the landscaping on the Village Property, the Village may (but shall not be required to) effect such maintenance, repairs or replacements and the Village shall be entitled to reimbursement in full from the Association for its costs, including reasonable attorneys' fees, incurred in connection therewith, which shall be a lien upon the property.

## ARTICLE X.

### USE RESTRICTIONS

SECTION 1. Residential Use. The Property is hereby restricted to residential dwellings, and ancillary and accessory uses and buildings in connection therewith (except for model homes and sales offices which may be operated



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by Declarant or its designees during the construction or sales period). However, an Owner may operate a home-based business on his or her Lot, but only if (i) the business is conducted within the residence, (ii) the business is not prohibited by, and, if not so prohibited, shall comply with, the ordinances or regulations of the Village; (iii) no such activities shall require or allow customers or the public to frequent the Property for such home occupation; and (iv) no Commercial Vehicle is stored or parked on the Lot, except within the garage, with the garage door shut during periods of storage. All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be moved from other locations to the Property and no subsequent buildings or structures other than single-family detached homes shall be built on any Lot where Declarant has theretofore constructed a single family detached home. No building or structure of a temporary character, trailer, tent, shack, garage, bam, or other outbuilding shall be placed on or used on any Lot at any time as a residence either temporarily or permanently.

SECTION 2. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs, cats and other common animals kept as household pets, but not for breeding purposes. The owner of any pet shall immediately remove any bodily waste deposited by its pet on any Lot, Common Area, Village Property or dedicated streets.

SECTION 3. Limitations on Signs and Commercial Activities; Prohibition of Nuisances. No "for sale" or "for rent" or brokers signs shall be erected, placed, or permitted in the yard of any Lot, except for signs placed in the yard by Declarant, and any such sign as may be located other than in the yard shall not be more than five (5) square feet. No advertising signs, billboards, or objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any portion of any Lot. No Lot shall be used in any way or for any purpose, which may endanger the health or unreasonably disturb the residents of the Property. No commercial activities of any kind whatsoever shall be conducted in any building or in any portion of the Property except as provided in Section 1 hereof. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of Declarant or its designees, or the use or operation of sales offices or model units on any Lots by Declarant or its designees during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time. Declarant and its successors and assigns shall have the right to rent any or all units.

SECTION 4. Trash Removal. All rubbish, trash and garbage shall be stored within the garage or adjacent to the side or rear elevation in trash cans with sealed lids. Exterior placement of refuse containers shall be completely screened from view with landscape material. All yard waste, grass clippings and garden debris shall be disposed of in accordance with Village standards. Disposing, composting or burning of same within the designated Village Property, Common Area or Lots shall be prohibited.

SECTION 5. Derricks, etc. No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas, precious minerals, shall be erected, maintained or permitted upon any Lot in the Property, provided that nothing in this Declaration shall be construed to restrict a public utility from erecting, maintaining, and operating upon any Lot owned by it within the Property, a well, housing, and equipment for the purpose of extracting from the sub-surface and/or the treatment, storage and distribution of water through the system of such public utility.

SECTION 6. Radio, TV Antennae. The Association shall have discretion, to be exercised through the adoption of an appropriate rule or rules by the Board of Directors, to specify, limit or prohibit the type, size, color, number and/or placement of radio and television receiver installations on any Lot within the Property and to enact regulations regarding such installations, all to the extent the Board of Directors deems beneficial and convenient; provided, however, that any such rule or rules adopted by the Board of Directors shall (i) be enforced against Owners in a non-discriminatory manner and (ii) comply with the terms and conditions of applicable federal, state or local laws, ordinances, rules or regulations, as same may be amended from time to time. Notwithstanding the foregoing, no such installations by any Owner shall be permitted upon any portion of the Common Area without the prior written consent of the Association, which may be withheld in its discretion (to be exercised in accordance with applicable law as aforesaid).

SECTION 7. Maintenance of Easement Areas. Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of the Lots, and in the Common Area are reserved as shown on

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the recorded Plat of Subdivision or as created in accordance with this Declaration or any amendments hereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Sump pumps, gravity drains and other drains serving the residence constructed on any Lot shall not outfall or empty into grass swales between Lots, but only into a storm sewer, a storm water service line or an underground drain pipe connecting to a storm sewer included in the storm drainage system for the Property; provided, however, that sump pumps, gravity drains and other drains serving Lots which are adjacent to a detention pond may outfall and empty through underground drain pipes directly into said adjacent detention pond at a level not higher than the normal pool elevation of such detention pond. The Owner of the Lot, except for those improvements for which a public authority, a private or public utility company or the Association is responsible, shall maintain the easement area of each Lot and all improvements on it continuously. The easement area of the Common Area shall be maintained continuously by the Association.

SECTION 8. Prohibition of Clotheslines, Storage Sheds, Doghouses or Dog Runs; Limitations on Fences and Mailboxes; Tree Removal. There shall be no clotheslines; service sheds, storage sheds, doghouses or dog runs constructed or placed on any Lot within the Property. Furthermore, there shall be no fences constructed or placed on any Lot within the Property other than (i) fences installed by Declarant around the model home complex, (ii) a six foot high board-on-board cedar fence on the East property line of Lot 1 except that said fence shall not extend into the front yard of the principal structure or (iii) fences installed by an Owner on his or her Lot; provided, however, that all such fences installed by an Owner (x) shall be located on his or her Lot in conformance with applicable standards and restrictions as provided under Village ordinances, and (y) shall be four (4) foot decorative aluminum, Delgard Model Doria (residential) or equivalent (See Exhibit C). In the event a swimming pool is installed on any Lot with the Property, the height of the fence may be increased to meet the height requirements of applicable laws and ordinances. Notwithstanding any of the foregoing, no fences shall be permitted within any conservancy areas or within any corner side yard. No brick mailboxes shall be constructed or installed within the right-of-way of any street on the Property. All mailboxes shall be the same style, color and quality and shall require the prior approval of Declarant. Removal of any tree with a caliber of six inches or larger is prohibited without the prior written approval of the Village.

SECTION 9. Limitations on Play Equipment. Outdoor play equipment shall be comprised of wood frame construction and not exceed twelve (12) feet in height.

SECTION 10. No Above Ground Swimming Pools. No above ground swimming pools may be installed on any Lot within the Property.

SECTION 11. Prohibition of Window Air Conditioners or Window Fans. No window air conditioners or window fans shall be placed in any residence constructed on the Property.

SECTION 12. Prohibition of Commercial Vehicles, Buses, Trucks, Limousines, Boats, Trailers and Recreational Vehicles. No Commercial Vehicles, buses, trucks (except pickup trucks that are used as a principal personal vehicle by the Owner), limousines, boats, trailers, or recreational vehicles shall be parked or stored on the Lots, except for those which are stored within a garage constructed on a Lot, with the garage door shut during periods of storage.

SECTION 13. Garages; Storage of Cars. The Owner of any Lot shall keep the garage door of his or her residence shut at all times when it is not in use. No Owner shall park or store vehicles on public streets or on driveways within his or her Lot if there is capacity for storage of such vehicles in the garage on his or her Lot and no such Owner shall utilize the space within his or her garage for purposes which adversely affect or limit the storage of vehicles therein to meet the designed capacity of such garage.

SECTION 14. Association's Right to Enforce Use Restrictions. In addition to other rights and remedies that may be available to the Association, as provided in this Declaration, or as may otherwise be available to the Association, in the event any Owner shall violate or suffer on his or her Lot the violation of any of the Use Restrictions contained in this ARTICLE X or any rules or regulations adopted by the Association to supplement the Use Restrictions, as provided in

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ARTICLE IX, Section 1, the authorized agents of the Association, upon an affirmative vote taken by the Board of Directors of the Association, may enter upon the Lot with no further notice than that provided by the recording of this Declaration, and may (but shall not be required to) abate, correct or remove such violation and the cost of such abatement, correction or removal shall be paid by the Owner, and if unpaid, shall constitute a lien against the Lot, enforceable in the manner provided in ARTICLES VI and VII hereof. In such event, neither the Association, its Board of Directors, nor the authorized agents of the Association shall be guilty of trespass or held liable for damages.

SECTION 15. Light Standards. No flood lights shall be permitted which illuminate adjoining lots without the prior written approval of the then Owner of the adjoining Lot or Lots. The foregoing restrictions shall not apply to the signs installed and maintained by Developer.

## ARTICLE XI.

### OWNER'S OBLIGATION TO MAINTAIN

Each Owner, his successors and assigns, hereby covenants and agrees at all times to maintain his Lot and the residence constructed thereon, in a neat and proper condition and to perform all necessary repairs thereto. The front yards of all Lots must be landscaped with a minimum of shrubs; Declarant or the Association may require plants or trees as. All of such species, variety and planting locations shall be as designated or approved by Declarant. The foregoing shall be referred to as the "Required Landscaping." All or part of the Required Landscaping may be comprised of the initial landscaping installed by Declarant on the Lot but in any event, all of the Required Landscaping for any Lot must be installed within one (1) year from the date of the closing of the purchase of the Lot from Declarant. Thereafter, each and every Owner shall maintain the Required Landscaping, including replacement of any trees, shrubs or plants that may die or become diseased. Lots shall be kept mowed, free of weeds and refuse and any landscaping thereon (such as trees, shrubs and bushes) shall be kept trimmed and pruned by the Owner of the Lot, in accordance with Village Code, Section 10-6-9, regarding the preservation of planting, maintenance, replacement, and removal of trees and the permit requirements of the Village Code for tree maintenance and removal. If any Owner shall fail to perform his obligations hereunder, the Association may (but shall not be required to do so), and, shall not be deemed guilty of trespass and in such event the

Expenditures incurred by the Association shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorneys' fees in the same manner and to the same extent as provided under ARTICLE VI, Section I and shall give rise to the remedies abatable to the Association provided in ARTICLE VII.

## ARTICLE XII.

### AVAILABILITY OF RECORDS

Any Owner or first mortgagee of any Lot shall be entitled, upon reasonable request, to receive for inspection from the Association current copies of the Declaration, Articles of Incorporation, By-Laws, records and financial statements of the Association. Furthermore, any holder of a mortgage given on any Lot within the Property and any phases annexed thereto, shall be entitled to receive from the Association, without cost, a copy of the Association's financial statement, if any, and if any mortgagee shall so request in writing prior to the preparation of the annual financial statement of the Association, such financial statement shall be audited.

## ARTICLE XIII.

### RIGHTS OF FIRST MORTGAGEES

Upon written request, any first mortgagee of a Lot shall be entitled to and shall receive from the Association notices of any of the following as shall be requested:

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- (a) Any condemnation loss or casualty loss which affects a material portion of the Property and any phases annexed thereto or the Lot on which its mortgage is held;
- (b) Delinquency of assessments, which remain, uncured for a period of sixty (60) days or more;
- (c) Any lapse, cancellation, or modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any restoration or repair of the Property and any phases annexed thereto after partial condemnation or damage; and
- (e) Any termination of the legal status of the Property and any phases annexed thereto.

Any termination of legal status as provided in Subsection (e) above, shall require the consent of the holders of the mortgages on at least fifty-one percent (51%) of the Lots contained in the Property and any phases annexed thereto at the time thereof

## ARTICLE XIV.

### MUNICIPAL ORDINANCES PREVAIL

None of the covenants, conditions, restrictions or provisions of this Declaration are intended to supersede or prevail over the ordinances of general applicability of the Village, and in the event of any conflict, the applicable ordinances of the Village shall supersede and prevail over the covenants, conditions, restrictions and provisions of this Declaration. However, no ordinance of the Village controlling or regulating any act that is expressly limited, controlled or prohibited by the covenants of this Declaration shall operate to authorize or permit such act.

## ARTICLE XV.

### INSURANCE

SECTION 1. Casualty Insurance: the Association. The Association may, but shall not be required to, carry insurance with respect to the damage or destruction to Entryways. The Association shall obtain and maintain a policy or policies of insurance with respect to the damage or destruction of the Common Area and any of the improvements thereon, and to any other tangible assets of the Association, including coverage against damage or destruction by the perils of fire, lightning and those perils contained in an all risk form, and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to one hundred percent (100%) of the insurable replacement cost thereof, without depreciation and with an agreed amount provision. Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association, as trustee. The proceeds of such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for the repair, reconstruction, and restoration of such portions of the Common Area and other insured items subject to the rights of the first mortgagees. To the extent feasible, all such policies of insurance shall (i) provide that insurance shall not be invalidated by the act or neglect of Declarant, the Association, its Board of Directors, its officers, any Owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be canceled without at least thirty (30) days' prior written notice to the Association, the Owners, and all first mortgagees of the Lots.

SECTION 2. Liability Insurance: the Association. The Association shall obtain and maintain a policy or policies of comprehensive general liability insurance insuring on a claims made basis the Association, its directors, officers, the



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Owners, and their agents and employees against claims for personal injury, including death and property damage, arising out of any occurrence in connection with the ownership, occupancy, use, supervision, operation, repair, maintenance or restoration of the Common Area and the Entryways, or in connection with any act or omission of or on behalf of the Association, its Board of Directors, agents or employees within the Property. Such policies shall be in the amount of One Million Dollars (\$1,000,000) for bodily injury, including death, and property damage arising out of a single occurrence, and shall contain a provision that they may not be canceled without at least thirty (30) days' prior written notice to the Association, the Owners, and the first mortgagees of the Lots.

SECTION 3. Workmen's Compensation and Fidelity Insurance; Other Insurance. The Association shall obtain and maintain a policy or policies of insurance with reputable insurance carriers providing the following coverage:

- (a) Workers' compensation and employers' liability insurance in such form and in Such amounts as may be necessary to comply with applicable laws;
- (b) Fidelity insurance or bonds in reasonable amounts for all officers and employees Having fiscal responsibilities, naming the Association as obligee; and
- (c) Such other insurance in such limits and for such purpose as the Association may, From time to time, deem reasonable and appropriate.

SECTION 4. Waiver of Subrogation. To the extent feasible, all policies of insurance obtained by the Association shall contain provisions that no act or omission of any named insured shall affect or limit the obligation of the insurance company to pay the amounts of any loss sustained. So long as the policies of insurance provided for herein shall state that a mutual release as provided for in this Section shall not affect the right of recovery there under, and further provide coverage for the matters for which the release herein is given, all named insured and all parties

Claiming under them shall, and do by these presents, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or source covered by any insurance procured by the Association, regardless of the cause of damage or loss.

SECTION 5. Insurance Premium Expense. The expense of insurance premiums paid by the Association under this Article shall be an expense of the Association to which the assessments collected by the Association from the Owners shall be applied.

## ARTICLE XVI.

### GENERAL PROVISIONS

SECTION 1. Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Breach of any of the covenants shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to said Lots or property, or any parts thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise. The Association shall be entitled to recover from any Owner against which it initiates enforcement, reasonable attorneys' fees and costs expended by the Association in any enforcement proceedings, and any judgment obtained by the Association in any enforcement proceedings shall include such fees and costs. In addition, such fees and costs incurred by the Association against an Owner, whether or not proceedings are initiated, shall constitute a lien against his or her Lot, which may be recovered in the manner provided in ARTICLE VII, Section I hereof.

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SECTION 2. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Lot Owners comprising not less than sixty-seven percent (67%) of the total votes collectively held by all classes of Members with the written consent of mortgagees holding at least fifty-one percent (51%) of the outstanding mortgages on the Property. Any such amendment that has the effect of (i) terminating this Declaration or (ii) terminating the legal status of the Association shall require the written consent of mortgagees holding at least sixty-seven percent (67%) of the outstanding mortgages on the Property and any phases annexed thereto. Notwithstanding the foregoing, in the event Declarant desires to amend this Declaration: (x) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, (y) for the sole purpose of causing this Declaration to comply with form and substance as may be required by either the Federal Housing Authority (FHA) or the Veterans Administration (VA) to enable the sales of Lots from the Property to qualify for the insurance by either such agency of end mortgage loans made to Owners of such Lots, or as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) for the purchase of mortgage loans made on Lots in the Property, or (z) for the sole purpose of causing this Declaration to comply with the requirements of any statutes, ordinances, laws or regulations applicable thereto, it may do so by an instrument signed by Declarant without the consent of Owners, mortgagees, FHA, or VA, but shall give notice of any such amendments to all Owners, the FHA,

The VA, and all mortgagees of Lots who have requested the same in writing. The failure to give such notice shall not affect the validity or effectiveness of such amendment. Any amendment that affects the rights of the Village, as the Village must consent to set forth in this Declaration in writing. In furtherance of the foregoing, a power coupled with an interest is hereby reserved to Declarant, as attorney-in-fact to so amend the Declaration as provided in this Section 3, and each deed, mortgage or other instrument with respect to a Lot and acceptance thereof shall be deemed a grant and acknowledgment of and a consent to such power to said attorney-in-fact. Any amendment must be recorded with the Cook County Recorder.

SECTION 4. Quorum. Unless otherwise specified to the contrary in any provision of this Declaration, the presence of Members or of proxies entitled to cast ten percent (10%) of the votes of each class of membership shall constitute a quorum for any meeting of the Members of the Association. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in the By-Laws of the Association and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days; following the preceding meeting.

## ARTICLE XVII.

### Architectural Controls

SECTION 1. Fences, Walls, and Other Structures. It is understood and agreed that the purpose of the architectural controls set forth herein is to secure an attractive and harmonious development. Therefore, no Residence, building, fence, wall or other structure shall be erected or maintained upon the Property except as such are install and approved by the Developer in connection with the initial construction of the property, or except as authorized and approved pursuant to Section J below.



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SECTION 2. Exterior Additions or Alterations. No new structure, Residence, ancillary building, fence or antenna shall be constructed on any lot nor shall any addition to, change or alteration of the exterior of any structure located on a lot be permitted except if such shall be approved pursuant to Section 3 below.

SECTION 3. Architectural Review. If an Owner desires to alter, add to or change the exterior of any structure or Residence located on his lot in any manner, or construct a new structure, Residence, ancillary building, or fence upon his Lot, then, such Owner shall submit (I) three (3) complete sets of architectural plans and specifications bearing the original seal and signature of an architect licensed by the State of Illinois; (II) examples of exterior materials and color schemes for such improvements; (III) three (3) copies of the site plan showing the proposed finished grade lines U.S.G.S. Datum) in one (1) foot contours and the location and type of all set-back lines, buildings, driveways, fences, major trees and shrubs; and (IV) a landscape plan to the extent that additional landscaping is contemplated by the Owner to the Board or to an Architectural Review Committee (the "Committee") of not less than three (3) members as may be appointed by the Board from time to time. The Board or the Committee shall consider any such request on the basis of its harmony of external design and location in relation to surrounding structures and topography and the development standards set forth herein, and shall within twenty (20) days after all documents are submitted, such request will be deemed approved. Nothing in this Section 3 shall be construed as to be applicable to Declarant or Developer. The board or the Committee will review preliminary sketch plans on an informal basis if requested, prior to the submission of formal application materials.

SECTION 4. Development Standards. The Board's and/or Committee's review of each submission made pursuant to Section 3 above shall take into the consideration each of the following criteria which must be satisfied in order to obtain approval pursuant to Section 3 above.

(a) Architectural Style.

- a. Evaluation of appearance of improvements shall be based on quality of its design and relationship to surroundings.
- b. No Residence, except these constructed by Developer, may have an architectural treatment that is identical to one which has been built or for which plans have been approved.

(b) Garage and Driveways.

- a. Each garage shall be architecturally compatible with the Residence located on the same lot and shall accommodate not less than two (2) nor more than three (3) standard size vehicles. It is preferred that side loading garages be constructed on corner lots. An owner may seek Committee or Board approval for a garage for four (4) standard size vehicles pursuant to the process established under Section 3 above.
- b. All driveways must have a permanent hard surface such as concrete, stone, or brick. Gravel driveways are prohibited. Driveways must be fully completed within six (6) months from the commencement of construction of the Residence on the Lot, subject to weather conditions.

(c) Roofs.

- a. All roofs must be sloping or pitched. Roofs may be constructed of wood, asphalt, slate, copper or similar materials. Other metallic roofing materials are prohibited.

(d) Exterior Materials and Colors.

- a. The exterior wall areas of each Residence must be constructed of stone, brick, stucco, other Masonry materials, or wooden or vinyl siding. Exposed concrete and exposed cinder block are prohibited. Prefabricated plywood or masonite panels such as stucco board should be used only when

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compatible with the overall architectural style of the Residence. Exterior colors of the garage should compliment the environment of the Lot and the Property.

(e) Exterior Lighting.

- a. Exterior lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with building design.

(f) Fences.

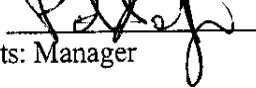
- a. Except as to the fence erected by Developer as a Common area pursuant to article X, Section 8 above, no fence of any kind shall be erected, removed or relocated anywhere on the Property unless approved by the Developer or the Committee or the Boards, as the case may be.

[Signature page to follow]

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on the date first written above.

STREAMWOOD ONE L.L.C.

By:  \_\_\_\_\_  
Its: Manager

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## Exhibit A

### Legal Description of Property to be bound by the Declaration

**Legal Description.** Lots 1-33 in Marquette Woods Subdivision, being a Subdivision of parts of the Southeast  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of section 27, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois according the plat thereof recorded September 10, 1999 as document number 99860553.

#### PIN Number

06-27-400-020  
06-27-400-027  
06-27-400-033  
06-27-400-016  
06-27-400-010  
06-27-400-005  
06-27-400-021  
06-27-403-011  
06-27-400-036  
06-27-400-039

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## BY-LAWS

### OF

## MARQUETTE WOODS HOMEOWNERS' ASSOCIATION

NAME AND LOCATION. The name of the corporation is MARQUETTE WOODS HOMEOWNERS' ASSOCIATION, an Illinois not-for-profit corporation, hereinafter referred to as the "Association." The principal office of the corporation shall be located within the State of Illinois, County of Cook, Village of Streamwood. Meetings of members and directors may be held at such places within the State of Illinois, County of Cook or County of Cook, as may be designated by the Board of Directors.

### ARTICLE I

#### DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to Marquette Woods Homeowners' Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "BY-LAWS" shall mean the By-Laws of the Association.

Section 3. "COMMON AREA" shall mean all real property and all improvements thereto owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

#### SCHEDULE I ATTACHED

The Common Area may be designated on any Plat of Subdivision of the Properties or on any amendments or supplements to the Declaration, as hereinafter defined.

Section 4. "DECLARATION" shall mean and refer to that certain "Marquette Woods Declaration of Covenants, Conditions and Restrictions" recorded in Cook County, Illinois, and any amendments thereto

Section 5. "DECLARANT" shall mean and refer to Streamwood One L.L.C., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 6. "LOT" shall mean a plot of land upon which a detached single family home is constructed or to be constructed. A Lot shall be a subdivision lot contained within a Plat of Subdivision.

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Section 7. "MEMBER" shall mean and refer to every person or entity who holds a membership in the Association.

Section 8. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "PLAT OF SUBDIVISION" shall mean a plat of the Properties, or any part thereof, subdividing or resubdividing the same into subdivision lots and Common Area, and recorded with the Recorder of Deeds of Cook County, Illinois.

Section 10. "PROPERTY" shall mean and refer to that certain real property described on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "VILLAGE" shall mean the Village of Streamwood, Illinois.

Section 12. "VILLAGE PROPERTY" shall mean all real property conveyed by the Declarant to the Village pursuant to the terms of the Marquette Woods Planned Development Agreement dated \_\_\_\_\_, 2001 (the 'PUD Agreement') entered into by and between Declarant and the Village, and for which the Association has certain maintenance responsibilities as set forth in the PUD Agreement. The Village Property may be designated as Outlots on any Plat of Subdivision of the Properties or on any amendments or supplements to the Declaration.

## ARTICLE II

### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of each class of membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days but not more than forty (40) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.



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Section 4. Quorum. The presence at the meeting of Members entitled to cast, or proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum for the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

## ARTICLE III

### BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of six (6) directors; provided, however, that until the first annual meeting of Members, the Board of Directors may be less than six (6) in number, but not less than three (3). The directors need not be Members of the Association; provided, however, from and after the first annual meeting of Members the Board of Directors shall include not less than two (2) directors who are Members (other than Declarant) residing on Lots within the Property.

Section 2. Term of Office. At the first annual meeting, the Members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years; and at each annual meeting thereafter, the Members shall elect two (2) directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a vote of sixty-seven percent (67%) of the total votes collectively held by all classes of Members present in person or by proxy, entitled to vote at a meeting duly called for such purpose, at which a quorum is present, written notice of which is mailed to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

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## ARTICLE IV

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting.

The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE V

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Periodic regular meetings of the Board of Directors may be held without notice, on such dates and at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

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(b) suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for any single infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association by virtue of the Declaration or the Articles of Incorporation of the Association and not reserved to the membership by other provisions of these ByLaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a director of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as the Board of Directors deems necessary, and to prescribe their duties; provided, however, that any such employment arrangement shall be terminable by the Association without cause and without penalty on not more than ninety (90) days' notice; and

(f) procure and maintain errors and omissions insurance coverage for the Board of Directors, the officers, and such of the agents of the Association as the Board of Directors, in its discretion, deems appropriate.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof, in such form as the Board of Directors shall deem appropriate, to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the "Class A Members" (as defined in the Declaration) who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period;

(3) call special meetings of the Members for the purposes of voting on any increase in annual assessments on which Members must vote or voting on any special assessments;

(4) at its option, foreclose the lien against any Lot for which assessments are not paid after due date or to bring an action at law against the Owner personally obligated to pay the same;

(5) provide all of the maintenance, repair and replacement within Marquette Woods or on Village Property as may be required under the Declaration.

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(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. No charge shall be made for issuing from time to time such certificates to Declarant on Lots then owned by Declarant;

(e) procure and maintain liability, casualty, and other insurance in the manner provided in the Declaration; and

(f) grant and create easements for public utilities for the benefit of the Owners or the Association.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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Section 8. Duties. The duties of the officers are as follows:

## President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all written instruments and shall co-sign all checks and promissory notes.

## Vice-President

(b) The vice-president shall act in the place and instead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

## Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names of the Members of the Association together with their addresses; and shall perform such other duties as required by the Board of Directors.

## Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association; shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of the accounts; prepare or cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

## ARTICLE VIII

### COMMITTEES

The Association shall appoint a Nominating Committee, as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

## ARTICLE IX

### DECLARANT'S RIGHTS

Anything to the contrary contained in these By-Laws notwithstanding, so long as Declarant is a "Class B Member" (as defined in the Declaration), it shall have the absolute and exclusive right to fill any vacancies on the Board of Directors (including any vacancy caused by an increase in the number of directors) and to appoint any officers, assistant officers and agents of the Association.



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## ARTICLE X

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each director and each officer of the Association and any director or officer of any other corporation serving as such at the request of the Association because of the Association's interest as a shareholder or creditor of such corporation, shall be indemnified by the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board of Directors and officers of the Association of behalf of the Owners or the Association (including expenses, which expenses shall include attorney' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in the defense or settlement of a suit or action) or otherwise arising out of their status as members of the Board of Directors or officers (including expenses, which expenses shall include attorney' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in the defense or settlement of a suit or action) in each event, to the fullest extent permitted by law. The right of indemnification hereinabove provided shall not be deemed exclusive of any other right to which such director or officer may now or hereafter be otherwise entitled and specifically, without limiting the generality of the foregoing, shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such director or officer in any such action, suit or proceeding to have assessed or allowed in his or her favor, against the Association or other corporation or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

## ARTICLE XI

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or by any mortgagee holding a mortgage on any Lot within the Property. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XII

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association the annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the Association may at its election, require the Owner to pay a "late charge" in an amount to be determined by the Association and applied uniformly, and if such assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by Illinois law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against his or her Lot. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her Lot.



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## ARTICLE XIII

### CORPORATE SEAL

The Association shall have a seal in circular form having within the circumference the words: "Corporate Seal, Illinois."

## ARTICLE XIV

### AMENDMENTS

These By-Laws may be amended by a vote of sixty-seven per cent (67%) of the total votes collectively held by all classes of Members present in person or by proxy, entitled to vote at a meeting duly called for such purpose, at which a quorum is present, written notice of which is mailed to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting, together with the written approval by the mortgagees holding at least fifty-one percent (51%) of the outstanding mortgages on the Lots within the Property. Notwithstanding the foregoing, in the event the Board of Directors desires to amend these By-Laws to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague or as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) for the purchase of end mortgage loans made on Lots, or (iii) for the sole purpose of causing the Declaration or these By-Laws to comply with all applicable laws, it may do so by the vote of a majority of the directors at a meeting duly called at which a quorum is present, without the consent of Members or mortgagees, but shall serve notice of any such amendment upon all Members and all mortgagees of Lots who have requested the same in writing. The failure to give such notice should not affect the validity or effectiveness of such amendment.

## ARTICLE XV

### CONTROLLING PROVISION

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE XVI

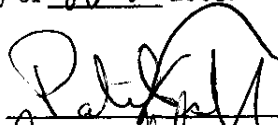
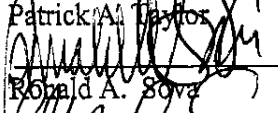
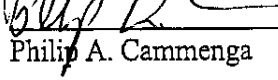
### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

[Signature Page to Follow]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, we, being all of the directors of Marquette Woods Homeowners' Association, have hereunto set our hands this 23 day of Nov 2001.

  
\_\_\_\_\_  
Patrick A. Taylor  
  
\_\_\_\_\_  
Ronald A. Sova  
  
\_\_\_\_\_  
Philip A. Cammenga

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STATE OF ILLINOIS

SS

COUNTY OF

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick A. Taylor, Ronald A. Sova, and Philip A. Cammenga, personally known to me to be the Directors of Marquette Woods Homeowners' Association, an Illinois not for profit corporation, and Ronald A. Sova, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Directors and Secretary, they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24 day of April, 2003

Notary Public Kathleen A. Faunt

My Commission Expires: 10/27/03

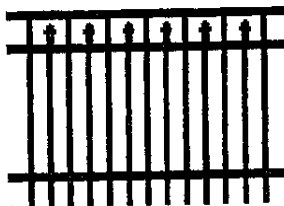


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Dartmoor Homes  
 2500 W Higgins Rd #120  
 Hoffman Estates, IL 60195

EXHIBIT C  
Fence Specifications



Residential: Doria

	<b>DELGARD RESIDENTIAL</b>
<b>FENCE POSTS</b>	2" x 2" x .060"
<b>GATE POSTS</b>	2" x 2" x .125"
<b>PICKETS</b>	5/8" x 5/8" x .050"
<b>STRINGER</b>	1" x 1"
<b>STRINGER VERTICAL WALLS</b>	.080"
<b>STRINGER HORIZONTAL WALLS</b>	.055"

Dartmoor Homes