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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ORLAND WOODS III OF ORLAND PARK

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ORLAND WOODS III SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARATION made on the date hereafter set forth by First Midwest Bank, not personally, but as Trustee under Trust Agreement dated March 11, 1985 and known as Trust No. 2658; and

WHEREAS, First Midwest Bank, not personally, but as Trustee under Trust Agreement dated March 11, 1985 and known as Trust No. 2658 (hereafter Declarant) is title holder of that certain real property comprised of approximately 5.89 acres, situated in Orland Park, Cook County, Illinois, more particularly described as Orland Woods III Subdivision the legal description of which is set forth on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the subject property consists of residential lots to be conveyed to individuals some of whom will be purchasing residential units constructed thereon,

WHEREAS, Declarant intends to convey Common Areas (hereinafter defined) to the Association (hereinafter referred to as "Association"); and

WHEREAS, Declarant intends to subject the defined property to certain covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of the Association; and

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WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the subject development to create the Association to maintain the common areas and facilities (hereinafter defined) and any improvements thereon; to administer and enforce the covenants, conditions and restrictions; and to collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, Declarant hereby declares that the Property (hereinafter defined) shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are to protect the value and desirability of the Orland Woods III Subdivision and which shall run with the Property submitted thereto and be binding on and insure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

ARTICLE 1—Definitions

Article 1. Section 1: "Association" shall mean and refer to the Orland Woods III Homeowners Association, its successors and assigns, a corporation to be formed under the General Not-For-Profit Corporation Act of Illinois. Members shall be Owners, Declarant and as hereinafter defined.

Article 1. Section 2: "Committee" shall mean and refer to The Architectural Review Committee.

Article 1. Section 3: "Common Areas" shall mean Outlots including all real property and improvements whether now constructed, or to be constructed, thereon including entrance medians and all monuments, all water retention and water detention facilities and other improvements as described on the approved final plat of subdivision for the Property, legal title to which is owned or will hereafter be owned by the Association and intended for the use and benefit of all Owners.

Article 1. Section 4: "Declarant" shall mean and refer to McNaughton Development, Inc., an Illinois Corporation, as sole beneficiary under Trust Agreement with First Midwest Bank under Trust No. 2658 dated March 11, 1985, McNaughton Development, Inc., an Illinois Corporation, its successors and assigns who are designated as such in writing by Declarant(s) and who consent in writing to assume the duties and obligations connected therewith.

Article 1. Section 5: "Declaration" shall mean this instrument together with the exhibits attached and made a part hereof and shall include such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof. This Declaration may be referred to in any other document as the Orland Woods III Subdivision Declaration of Covenants, Conditions and Restrictions.

Article 1. Section 6: "Lot" shall mean and refer to the plots land for residential use so shown and designated upon any recorded final plat of subdivision of the Property except for the Common Areas. A lot may be created by two or more final plats.

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portion of his Lot upon which easement for water detention or storm drainage is created subject to the terms and conditions of this Declaration and subject to the prohibitions or limitations contained in the Ordinances. This sole and exclusive use by the Owner is subject only to the permanent and perpetual right and duty of the Association to maintain, restore and replace said storm drainage system and area, and to the easements granted to the Village. The Owner shall not change the grade and pitch of the storm drainage system and area except to cut and maintain grass located on it.

Article 2. Section 3: "Utility Easement" The Lots and Common Areas are subject to utility easements for sanitary sewer, storm sewer, water, gas, electricity, telephone and any other necessary utilities. Said easements shall be (or may have been) created by and described on the plat of subdivision affecting the property.

Article 2. Section 4: "Title to Outlots: Retention and Detention" The Declarant upon proper direction will convey to the Association fee simple title to the Outlots and facilities located thereon. Title to the Outlots shall be conveyed to the Association at such time deemed appropriated by Declarant. Title to Outlot will be conveyed to the Village of Orland Park and for use as open space.

Article 2. Section 5: "Servitude for Association" There is hereby reserved a general right and servitude for the benefit of the Association, its directors, officer, agents and employees, including but not limited to any manager employed by the Association and any employees of such manager, to enter upon any Lot, Common Area or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this servitude is to be exercised whenever practicable only upon advance notice to the Owner of the Lot directly affected thereby or a member of the Association Board of Directors.

Article 2. Section 6: "Servitude for Declarant" During the period that Declarant owns any Lot or dwelling primarily for the purpose of sales Declarant shall have an alienable and transferable real right and servitude on, over, through, under and across the Common Areas and Facilities and for the purpose of constructing dwellings and other improvements in and to the Common Areas and Facilities, Lots and for installing, maintaining, repairing and replacing such other improvements to the Property or as are contemplated by this Declaration. In addition to the other rights and servitudes set forth herein and regardless of whether Declarant shall have an alienable, transferable, and perpetual right and servitude to have access, ingress and egress to the Common Areas and improvements thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the right of Owners to the use of the Common Areas.

Article 2. Section 7: "Sales and Construction Offices" Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant and its successors and assigns the alienable and transferable right and servitude in and to the Property for the operation and/or maintenance of signs, sales offices, construction offices, business offices and model dwellings, together with such other facilities as in the sole opinion of Declarant may be required, convenient, or incidental to the completion,

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improvement and/or sale of Lots and Common Areas, for so long as Declarant owns any Lot primarily for the purpose of sale or owns any part of the property.

Article 2. Section 8: "Maintenance Servitude" There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and servitude to enter upon any Lot or Common Area for the purpose of removing, cutting or pruning underbrush, weeds, stumps or other unsightly growth, mowing of grass and removing trash and debris, so as to maintain a reasonable standard of health, fire safety and appearance within the Property, provided that such servitude is not in violation of any Codes or Ordinances, does not violate terms stated in the Declaration of Covenants, Conditions and Restrictions with regard to such servitude conducted upon any easement and does not impose any duty or obligation upon Declarant or the Association to perform any such actions. Except in the advance notice to the Owner of the Lot directly affected thereby or a member of the Association Board of Directors.

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Article 2. Section 9: "Insurance and Restoration"

- (A) Insurance. Prior to the commencement of an work permitted pursuant to this Article 2, the party performing such work shall provide to the Owner or Owners of the Property, or any portion thereof on which such work is to be performed, reasonable evidence of liability insurance insuring such Owner or Owners and any of its mortgages against claims for death, personal injury and property damage in reasonable coverage and amounts.
- (B) Restoration. In the event any party performs any work pursuant to the rights granted under this Article 2, said party shall upon completion thereof restore the Property or any portion thereof upon which such work was performed, be it on a Lot, or the Common Areas to its condition prior to the commencement of such work. All parties performing such work shall do so in a manner which is least disruptive and minimized the distraction of the users and Owners of the Property or portions thereof upon which such work is being performed.

ARTICLE 3—Membership and Voting Rights

Article 3. Section 1: "Membership" Every Owner of any Lot in whole or in part, shall automatically be a member of the Association and shall remain one so long as they remain an Owner of Lots or subject hereto. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Upon termination of an Owner, such membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding in interest.

Article 3. Section 2: "Classes of Voting Membership" The Association shall have two classes of voting membership.

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(A) Class A. Class A members shall be all Owners except the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. Provided, however, until such time as the Class B membership terminates, the Class B member shall have the sole vote, provided the Class B members cannot materially alter the rights and obligations of the Class A members to their detriment. After the Class B membership terminates, a majority of the Class A vote will be required on all matters covered in this Declaration.

(B) Class B. The Class B member shall be Declarant and shall have the sole vote, provided the Class B member cannot materially alter the rights and obligations of the Owners to their substantial detriment. The Declarant shall be entitled to one vote per Lot owned by the Declarant and retain the same rights as a Class A member upon the termination of the Class B membership. The Class B membership will be considered terminated upon the happening of any of the following events, whichever occurs earliest:

- (1) When the Last Lot including outlots, within the Property which is owned by the Declarant is conveyed to an Owner or the Association;
- (2) Ten (10) years after the date the first Lot is conveyed by Declarant to another Owner; or
- (3) Upon written notice by Declarant electing to vote for each Lot owned, sent to the Associations of the date specified in said Notice.

The Declarant shall control the architectural committee (herein defined) until the Last Lot within the Property which is owned by the Declarant is conveyed to an Owner.

ARTICLE 4—Covenants for Property Assessments

Article 4. Section 1: "Creation of Liens and Personal Obligation for Assessments" Each Class A member (except as otherwise specifically provided by the provisions of Article 4, Section 7 hereof), by acceptance of a deed therefore or otherwise, whether or not it shall be so expressed in such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association for each Lot owned (or to a management company or other collection agency designated by the Association): (1) assessments or charges to be paid on the first day of January each year (hereinafter called "Operating Assessment") or in such other installments as the Board of Directors of the

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Association (hereinafter referred to as "Board"), shall elect and (2) assessments to be paid once at closing and from time to time thereafter as may be determined appropriated by the Association (hereinafter called "Special Assessments"). Special Assessments shall be established and collected by the Association. The Operating and Special Assessments shall be established and collected by the Association. The Operating and Special Assessments, together with such interest thereon and costs of collection thereof, including, but not limited to reasonable attorneys' fees, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the said Assessment fell due.

Article 4. Section 2: "Purpose of Assessments"

- (A) Owners' Operating Assessments. The Operating Assessment represents each Owner's proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Areas. This includes but is not limited to maintenance and repair to all common areas and all related structures and facilities (including, but not limited to, electricity costs, upkeep and replacement of Common Area landscaping; electricity costs for site lighting, taxes, insurance, and management fees. Said expenses shall be known as "Operating Expenses". Operating Assessments will be levied by the Association and used exclusively to promote the health, safety and welfare of the Owners and for the purposes of the Association as provided by this Declaration. To the extent, if at all, that any Operating Assessments for any fiscal year are not expended by the Association, any such savings shall be applied by the Association in reduction of its budget and the annual assessments to the Owners for the following year.
- (B) Reserve Fund. All Owners shall at the time of closing be assessed for six (6) months of Assessments which sum shall be set aside in the Reserve Fund. Said Reserve Fund shall be drawn on by the Association in the event there is a shortcoming of Operating Assessments to reasonable cover the Operating Expenses or there is a need to finance any unexpected expenses not covered by the Operating Assessments. If such Reserve Fund is depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget, or the next Operating Assessment requirements, shall provide for re-establishment of such Reserve Fund as the Board shall deem reasonably appropriate. Any such assessment for the Reserve Fund shall be levied equally per Lot against each Owner. Any interest of any Owner in and to such Reserve Fund shall automatically transfer and inure to such Owner's successor in interest. Fund will be granted.
- (C) Owners' Special Assessments. Special Assessments shall be collected from all Owners from time to time as the association may

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find necessary. The Special Assessment as levied by the Association is only for the purpose of defraying, in whole or in part, the cost of any additional taxes; construction, reconstruction, repair or replacement of any structures or facilities upon the Common Areas; and unexpected expenses not covered by the Operating Assessments in that given year.

Special Assessments in excess of a total of One Thousand Dollars (\$1,000.00), annually subject to increases commensurate with the rate of inflation from and after, in any assessment year shall require the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for such purpose. The Owner as of the date of any levy of a Special Assessment shall be personally liable for such Assessment.

Article 4. Section 5. "Computation of Assessments" Payments of assessments shall be in such amounts and at such times as provided below:

- (A) Until the first (1st) day of January following conveyance of the Common Areas to the Association, the proposed Operating Assessment shall be \$100.00 per annum per Lot sold or conveyed by Declarant to another Owner.
- (B) On or before December 31 of the year in which conveyance of the Common Areas is made by the Declarant to the Association, and on or before each November 1st thereafter, the Board shall estimate that total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies relating to maintenance and operation of the Common Areas and such other items as provided for herein and in the Bylaws of the Association which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount necessary for Reserve Fund for contingencies and replacements, and shall on or before December 1st of each year notify each Owner in writing as to the amount of such estimate with reasonable itemization thereof. Until the time of conveyance of the Common Areas by the Declarant to the Association the Declarant shall have the right to reasonably increase the Operating Assessments as may be necessary to properly finance the Operating Expense, as long as said increase is for the benefit of the Owners and the promotion of the health, safety and welfare of the Owners.

All obligation of the Owners hereunder, including but not limited to the Operating Assessment, Special Assessments or other levies by the Association pursuant to this Declaration or the Bylaws of the Association shall be determined according to the calculations shown as follows: The percentage of the total annual assessment levied by the Association which is payable by each Owner shall be divided by the number of lots in the Orland Woods III Subdivision. If said estimated cash requirement proves

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inadequate, for any reason, to defray the Operating Expenses during any given year, then the Board of Directors shall be authorized to adopt a supplemental budget or budgets and shall adjust the assessment accordingly.

The Board of Directors shall serve notice of such further or adjusted assessments on all Owners by a statement in writing, giving the amount and reasons therefore, and such further or adjusted assessment shall become effective with the next maintenance payment. Any increase in the Operating Assessment in excess of seven (7) percent of the approved assessments must be approved by two-thirds (2/3) of each class of members voting in person or by proxy at a meeting duly called for such purposes.

- (C) With regard to any Lot or Lots upon which homes are being constructed or have been completed and title has not been conveyed by Declarant, no Operating Assessments shall be required or collected. However, in the event Declarant enters into a lease or installment contract for any Lot, then Declarant shall be responsible for the payment of the Operating Assessment on these Lots on the same basis as any other Owner as provided in this Article 4.
- (D) The failure or delay of the Board to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance cost, necessary reserves or adjusted assessments as herein provided whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the then existing biannual rate established for the previous period until notice of the next maintenance payment which is due more than thirty (30) days after such annual or adjusted estimate shall have been mailed or delivered.
- (E) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee.
- (F) No Owner may waive or otherwise escape liability for the Operating or Special Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Article 4. Section 4: "Date of Commencement of Annual Assessments" ("Due Dates")
 Operating Assessments provided for herein shall commence for all Lots sold by the Declarant on the first day of the month following the conveyance. The first annual

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assessment of One Hundred and 00/100ths (\$100.00) Dollars per Lot shall be adjusted according to the number of months remaining in the calendar year after the date of conveyance.

Except otherwise provided in this document, an Owner on the first day of January shall be personally liable for the annual Operating Assessment (hereinafter referred to as Due Date). The Association shall, upon demand at any time, furnish a certificate in writing signed by an Officer of the Association setting forth whether the Operating and Special Assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Article 4. Section 5: "Effect of Nonpayment of Assessments-Remedies of the Association" Any Assessments which are not paid by Owner when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the Due Date, a late charge of 50% of the monthly assessment per month will be collected for each month following the Due Date in which the Operating Assessments go unpaid, and the Association may proceed in equity to foreclose the assessment lien (which foreclosure shall follow mortgage proceedings then in force and effect and selected by the Association) and/or bring an action at law against the Owners of the Lot and interest costs and reasonable attorney's fee for any such action(s) shall be added to the amount of such Operating Assessment and judgment.

Article 4. Section 6: "Subordination of the Lien to First Mortgage" The Lien of any Assessment provided for herein shall be subordinate to the lien of any institutional first mortgage on a lot recorded prior to the date upon which such Assessment became due, and a decree of foreclosure under such mortgage or any proceeding or conveyance in lieu of foreclosure thereof shall not extinguish the lien of all such Assessments 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 4. Section 7: "Exempt Property" The following property subject to this Declaration shall be exempt from the Assessments created herein:

- (A) (A) Lots _____ or any other portions of the Property dedicated to and accepted by a local public authority.
- (B) The Outlots
- (C) Common Areas and Facilities, and
- (D) Lots and any portions of the Property owned by Declarant(s).

Once an exemption is created pursuant to this Subsection 7, it shall continue until such time as a conveyance is made to an Owner, at which time the exemption created hereunder shall cease and said Lot shall be subject to all terms and conditions of this Declaration.

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ARTICLE 5—Architectural Review Committee

Article 5. Section 1: “Purpose” The purpose of the Architectural Review Committee (“Committee”) is to maintain the high quality and desirability of the Lots within the Orland Woods III Subdivision, to aid in the preservation of its natural beauty and to protect the harmony of the development and value of the area.

Article 5. Section 2: “Committee” The Declarant will create the Committee for the purposes of administering the controlling the matters set forth in this Declaration. The Class B member shall select three members to serve on the Committee. Should the Class B members elect to turn the Committee over to Class A members before the expiration of the Class B membership, then the Class A members, prior to their empowerment, agree that all homes built or to be built by the Declarant shall be exempt from Committee approval. No members of the Committee shall be entitled to any salary for serving thereon, but reasonable fees may be paid to any consultants for services rendered to the Committee.

No building, sign, fence, wall, or any other structure or facility shall be erected, placed or permitted to remain upon any Lot, including but not limited to swimming pools, outbuildings, decks, etc., nor any change or alteration thereon, including but not limited to tree clearing, change in Lot grade, etc., shall commence, be erected or maintained upon any of the Lots or Common Areas until the required security deposit, applicable application fees, design, drawings, construction plans and specifications showing the nature, kind, shape, height, dimensions, materials, color, elevation, location and grade of the same have been submitted and approved in writing by the Committee, at the Association’s direction, shall issue written consent to said Owner giving said Owner permission to connect to the sewer and water systems. Such written permission will be required by the Village prior to issuance of any building permit and/or utility connections.

At closing, Owner shall deposit with the Declarant the sum of \$500.00 per parkway tree on the lot to be held as security to ensure that the required parkway trees are installed. Owner shall also deposit \$2,000.00 per lot to be held as security to ensure that the required public sidewalks are installed. Owner shall also deposit \$1,000 per lot to be held as security to ensure the public improvements stay in proper condition. Owner hereby agrees that the Declarant may use the deposit to pay the cost to install, repair or maintain said items if owner fails to do so and that if such funds are insufficient, then Owner agrees to promptly pay for any costs in excess of the deposit upon demand. The deposit (less any funds used) shall be returned to Owner upon the completion of the landscaping and walks pursuant to the approved landscaping and engineering plans. In the event that the Village has accepted all Public Improvements required under the Declarant’s Letter of Credit, and the Owner has not installed the required parkway trees and / or walks, the Declarant shall give the Owner notice that the uncompleted items must be installed within thirty (30) days, weather permitting, or the escrowed funds may be used by Declarant for the installation of the trees.

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Structures constructed by the Declarant upon Lots and the Common Areas are not subject to the procedures and standards of Article 5.

Article 5. Section 3: "Review Process" The following application information and fees shall be submitted to the Committee and, until Class A members control the Committee submittals, will be made to Declarant or as otherwise directed by the Class b member. The information will then be distributed to the various Committee members for their review. The Committee shall have five (5) business days in which to respond. The application for architectural review shall include two copies of each of the following items:

- (A) Cover Letter-addressed to the Architectural Committee requesting final approval of house plans, identifying lot location, number and street address and providing any other pertinent information relevant to assisting the Committee in their review.
- (B) Lot Layout Drawing-shall identify the location and dimensions of the structure, access; front, side and back setbacks from exterior lot lines; driveway location and dimensions and materials; location and dimensions of all utility easements or lines; the location of all new parkway trees or shrubs planted by the Declarant which fall within the roadway easement on any Lot and other relevant elements on the Lot.
- (C) Exterior Design Working Elevation Drawings-shall include elevations and complete dimensions of all sides of the proposed structure. Elevations shall be traditional in design.
- (D) Floor Plan Working Drawings-shall include all levels of the structure with dimensions.
- (E) Building Size Calculations-shall outline building heights, exterior building dimensions of outside walls, total building square footage (see Article 6, Section 2), and dimension and square footage of garage (include number of vehicles accommodated).
- (F) Explanation of exterior color scheme, or samples if required.
- (G) Application Fee-shall be in the amount required by the Committee for the payment of, as the need may arise, actual time rendered by consultant firms for their review and comments on architectural or site development as well as for services rendered by consulting firms.
- (H) The architectural committee shall not review the plan unless all assessments currently due for the lot are paid in full.

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Once final approval of the application information has been granted by the Committee and the applicable reviews completed by other consultants, a letter of approval will be provided to the applicant and the applicant shall make the necessary submittals to The Village of Orland Park for their review prior to the issuance of a building permit. Contact the Village hall for complete information as to their submittal and time requirements and time frames.

ARTICLE 6—Architectural Standards

Article 6. Section 1: “Exterior Architectural Design” The architectural style of all residential structures constructed upon any Lot shall be of a traditional style in exterior design (i.e. Georgian, Colonial, Victorian, French Country of Country). Contemporary or modern designs are not desirable. Preliminary sketch plans for these styles are subject to preliminary review.

Article 6. Section 2: “Calculation of Allowable Floor Area”. The allowable floor area shall be calculated as follows:

(A) Minimum Floor Area Calculations. Minimum floor area shall be defined and calculated as habitable space excluding basements and garages. No dwelling shall be erected or maintained on the Property unless the floor area of the residential dwelling is at least 2,600 square feet for a Ranch (one story), 2,700 square feet for Bi-level, and 3,000 square feet for two-story, all multi-level floor plans which shall also have a minimum floor area of 1,500 square feet on the first floor.

Article 6. Section 3: “Exterior Wall Area Materials”

- (A) Masonry. Use of masonry on the exterior wall area must be constructed of stone, cultured stone or brick or other acceptable masonry materials, which comply with Orland Park Village Code.
- (B) Second Floor. Second Floor exterior wall areas may be constructed of cedar, EIFS, cementations siding, vinyl siding or face brick. Aluminum soffits and gutters will be allowed.
- (C) First Floor. The first floor of all residences must be all face brick or stone on all 4 sides except as hereafter stated. Drivit cedar siding or cement siding may be permitted subject to approval of the Committee, and the Village.
- (D) Siding. No aluminum siding shall be permitted. All siding must be cedar, EIFS, vinyl or cemetitious siding.

Article 6. Section 4: “Roof Material” Roofs may only be constructed of architectural grade (i.e. Oak Ridge II, Timberline, Hallmark, etc.) shingles or other as approved by the architectural committee.

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Article 6. Section 5: "Roof Pitch" The minimum roof pitch of each house is as follows:

- (A) One Story House-6/12
- (B) Two or More Stories-6/12

However, roof pitch may be less than those prescribed if in the sole and absolute discretion of the Committee a lower pitch enhances the architectural and aesthetic integrity of the house

Article 6. Section 6: "Skylights" All skylights or like structures shall be placed in such a way that they are not visible from the street in front of the house. At no time shall skylights or like structures be placed on the front roof line.

Article 6. Section 7: "Windows" Windows on the front elevation of all houses shall be placed in a symmetrical pattern and shall be at least 60 inches in height on the first floor and 48 inches in height on the second floor or balanced in a traditional style.

Article 6. Section 8: "Garages" All houses shall have attached garages of a minimum three car capacity and the doors shall face the side or the front of the Lot unless otherwise approved by the Committee. A two car garage may be permitted if it is a side load or interior load and the garage faces a side Lot Line. All front loaded three car garages must have a break in the roof line by stepping one stall back a minimum of one foot.

Article 6. Section 9: "Chimneys" Chimneys located on exterior walls must be of EIFS, face brick or natural stone. Chimneys which are not located on exterior walls shall be encased in a decorative enclosure in conformity with the architectural style of the house.

Article 6. Section 10: "Plumbing and Heating Stacks" All stacks, including but not limited to, plumbing, heating and ventilation stacks shall be located on the rear portion of the roof. Furnace exhausts located on sidewalls must be located on the rear of any dwelling. All other vents or exhausts may not be located on the front of the Dwelling.

Article 6. Section 11: "Monotony Clause" Approval shall be withheld if the design, exterior and interior size, exterior shape and materials or color scheme of the proposed building is not in harmony with adjacent building; in no event shall a particular front elevation be duplicated within two hundred forty (240) feet adjoining on a common line. A different elevation would incorporate a significant change i.e. a gable roof would be modified to a hip roof. Brick colors shall vary. Samples may need to be submitted if similar colors are within 240 feet.

ARTICLE 7—Site Development Restrictions

Article 7. Section 1: "Mailboxes" Each house shall have a designated mailbox located within the parkways. All lots in the Subdivision shall have the same mailbox (see Example #1) which shall be selected by the Declarant and paid for and installed by the Lot Owner. All other mailboxes are prohibited.

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Article 7. Section 2: "Site Lighting" Each house shall be allowed site lighting. Such lighting must be done in contained moderation and in accordance with all applicable ordinances of the Village.

Article 7. Section 3: "Swimming Pools" These structures will require a special building permit from the Village and be approved by the Architectural Committee. No above ground pools will be permitted. Swimming Pools cannot be located within a front or side yard, but can be located in the rear yard area provided they are not visible from the street.

Article 7. Section 4: "Fences and Hedgerows" Chain link fences are only permissible for dog runs. Fencing shall be constructed of wrought iron or equivalent (see Example #2) in the colors of either black or white, and may not extend into the side yard or front yard of the lot and when applicable, subject to the Ordinances of the Village of Orland Park. Solid fences will not be allowed. Swimming pools and dog runs must be visually screened from view of any adjoining properties within the development, with plantings on the outside of the fence. Said plans are subject to review and approval by the Committee and must be in accordance with all applicable Village Ordinances.

Article 7. Section 5: "Signs" No permanent signs of any kind shall be displayed on any residential Lot. Signs which advertise the construction or sales of any Lot shall be allowed only during the time of construction conducted by that particular builder or for the sale of said Lot. All such signs must be presented to the Village of Orland Park and be in compliance with the applicable ordinances of the City of Orland Park but at no time shall said sign violate the following criteria. All signs must be installed firmly using two 4" x 4" painted posts, or a metal "step-in" sign. Said sign faces may be single faced and shall be no more than 24" high by 36" in length and shall face the street. All signs shall be kept in good condition, remain upright and be placed in the center of the lot. Bent or mangled signs will be removed from the site. Any For Sale signs by realtors or owners must be metal "step-in" signs that comply with all other conditions. Only one sign per lot may be installed.

Should said signs not be installed according to this Declaration or installed prior to or during the time the Declarant is conducting land development activities on the Property the Declarant and any of its contractors or sub-contractors shall not be held liable for damage to these signs. No more than one such sign shall be allowed on a Lot at one time. All signs must be removed within fifteen (15) days from the date of builder completion. All signs on any Lot must be properly maintained.

Such maintenance includes but is not limited to being kept clean of major dirt build-up, kept in a slightly state, kept painted, and kept firmly installed and upright at all times. The Association will give notice to any Lot Owner violating this Section. Said Lot Owner has seven (7) days in which to correct such violation. If said violation is not corrected, the Association has the right to enter onto any Lot to reinstall or remove any signs found in violation at the Lot Owner's expense.

Article 7. Section 6: "Temporary Structures" No structure except as otherwise herein provided of a temporary character, including, without limiting the generality thereof, trailer, tent, shed, garage, barn, or other outbuilding, shall be erected or placed on any Lot at any time or for any period of time. The Declarant shall be allowed temporary

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structures only for construction purposes and special events, and only for the duration of said construction or event and for a period of time no more than a reasonable and necessary time before and after these activities. These structures are required to be maintained in good condition.

Article 7. Section 7: "Detached Buildings" No detached accessory buildings, including but not limited to detached garages and storage buildings, shall be erected, placed or constructed upon any Lot. This section shall not apply to accessory buildings for swimming pools, which may be located only in the rear yard requirements and subject to approval by the Committee as established in these declarations.

Article 7. Section 8: "Landscaping" All sod must be completed within ninety (90) days of the issuance of a final or temporary occupancy certificate, weather permitting. Foundation plantings to be completed within 150 days. To the extent that any Owner shall fail to perform the maintenance of his own Lot(s) at reasonable times and in a reasonable manner, the Association may but shall not be required to perform such maintenance, repair or upkeep and in such event, the cost thereof shall be added to such Owner's annual assessments and such amount shall be immediately due and payable and the Association shall have such rights and remedies with respect to annual assessments.

Article 7. Section 9: "Basketball Backboards" Moveable basketball posts and backboards attached to the residence are prohibited. See-through basketball backboards on a fixed post shall be permitted.

Article 7. Section 10: "Driveways" Access driveways, garages and other paved areas for vehicular use on a lot shall have a wearing surface of concrete, brick pavers or other equivalent thereof upon completion. Stamped or painted asphalt, concrete or similar materials are prohibited.

Article 7. Section 11: "Parkway Trees and Sod" Each home site shall have at least two trees (one in cul-de-sac lot) of a hardwood variety (in diameter and size as required by the Village of Orland Park, with a minimum of two and one-half inches (2 ½" in diameter), planted in the parkway, per Village approved landscape plan.

THE INSTALLATION AND MAINTENANCE OF PARKWAY TREES IS THE RESPONSIBILITY OF EACH INDIVIDUAL BUILDER UPON COMPLETION OF THE RESIDENCE. Parkway trees are required to be planted by the builder per approved landscape plan.

Suggested trees would be, but are not limited to Green Ash, Locust, London Plane, Linden, Sugar Maple, Pin Oak or similar broadleaf trees contiguous to the area. Owner shall comply with Village of Orland Park ordinances regarding tree planting.

The species of any trees planted by Declarant shall be at the sole discretion of the Declarant, and Declarant shall not be responsible for the maintenance of the trees, makes no warranty regarding said trees, and is not responsible for any restoration or repair.

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Trees, shrubbery and other vegetation shall not be situated so as to obstruct the field of vision at vehicular intersections.

Front and side yards must be landscaped and grassed with sod. Rear yards may be seeded.

ARTICLE 8—Community Control

Article 8. Section 1: “Nuisances” No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Article 8. Section 2: “Development Activity” Notwithstanding any other provision herein, any Owner, including the Declarant, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and construction and sale of single-family residential units and commercial development Property.

Article 8. Section 3: “Parking or Keeping of Vehicles” No vehicles are to be parked on any part of any Lot, except upon driveways or within attached garages and no campers, boats, trailers, jet ski, snow mobiles, recreational vehicles and commercial vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot.

Article 8. Section 4: “Garbage and Refuse Disposal” No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and there must be a dumpster on site once construction begins.

Article 8. Section 5: “Manufacturing” No part of the Property, or any Lot, and no building erected or maintained on any part of the Property shall be used for manufacturing, industrial or business purposes.

Article 8. Section 6: “Utilities” All electric service, telephone service and other utilities shall be supplied by underground service and no poles shall be permitted except for temporary structures used by Declarant.

Article 8. Section 7: “Miscellaneous Controls” When applicable all Village Ordinances shall be complied with and approval shall be obtained prior to installation of any of the following on any Lot unless expressly prohibited or restricted herein:

- (A) Metallic flagpoles are prohibited. Nonmetallic flagpoles less than 25 feet in height are permitted.
- (B) Trees, shrubs and other vegetation may not be planted on corner lots in a manner which will obstruct the vision of a vehicle.

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- (C) Awnings or canopies may not project more than three feet from the building and may only be placed in the rear yard.
- (D) Open air laundry facilities are prohibited.
- (E) Exterior television and radio antennas and satellite disks larger than 28" in diameter are prohibited.
- (F) Above ground swimming pools are prohibited.
- (G) Dog runs are to be screened from visual observation along any interior street within the Orland Woods III Subdivision and are restricted to comply with all Village Ordinances, but shall not exceed 10' x 15' in size.
- (H) There will be no alteration of retention or detention ponds unless otherwise stated in this Declaration.
- (I) There shall be no alteration or removal of natural existing boundary hedgerows, shrubs, trees or other vegetation around the perimeter of the Orland Woods III Subdivision.

ARTICLE 9—Variation and Departures

Declarant hereby reserves the absolute unqualified right to enter into agreements with the owner or owners of any lot or lots, without the consent of the owner or owners of other lot or lots, to depart from vary any and all of the covenants set forth above, provided there are practical difficulties or particular hardships or other good and sufficient reasons by the owner making the request, and any such departure or variation, which shall be manifested by an agreement in writing, shall not constitute a waiver of any such covenant as to the other lots in the Subdivision, provided that any such departure or variation shall not result in harm or diminution in value of the Subdivision as a whole.

ARTICLE 10—Exterior Maintenance

Article 10, Section 1: "Drainage" Owner shall at all times maintain the elevations, contours and drainage patterns which have been established by the Village and by Declarant's civil engineering plans, or which occur naturally, unless variations or modifications are specifically permitted by the Village.

The Association or Village shall be responsible for the maintenance of the water retention and detention ponds located in the Development.

To the extent, if at all, that any Owner shall alter the elevations, contours or drainage patterns, whether the Lot is vacant or improved, the Association may, but shall not be required to correct said elevations, contours and drainage patterns; and in such event, the cost thereof shall be added to such Owner's Assessment and such amount shall be immediately due and payable and the Association shall have such rights and remedies with respect to collections of them as are herein provided for Operating Assessments.

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Article 10. Section 2: "Maintenance of Lots" The exterior surfaces of all structures located on any Lot shall be kept in good repair and shall be cleaned and painted as required to avoid any unsightly appearance. Vacant lots must be kept mowed from May through September of each year so that the grass is never more than six inches in height. Owners of such vacant Lots must also keep them free of debris and other unsightly clutter.

The Lot owner shall remove excess clay lots at the time the foundation is backfilled. Prior to excavation silt fences shall be installed and maintained if necessary. During construction, the owner shall provide at least one (1) portable toilet facility for each three (3) homes under construction. Owner shall keep lot free of all debris including but not limited to sand, gravel, dirt and misc. construction debris. If the owner fails to comply with this provision the Declarant or Association may order the necessary facilities and place a lien on the lot for the cost.

Article 10. Section 3: "Construction" Any and all construction on Lots once commenced shall be diligently pursued and shall not remain in partly finished condition for more than nine (9) months from the date permits are issued. The Owner of any Lots upon which improvements are being constructed shall take the necessary measures to keep public streets being utilized by such Owner in connection with said construction free from any dirt, mud, garbage, trash, or other debris, as well as the real estate of such Owner free from any garbage, trash, or other debris which might be occasioned by such construction and/or improvements, and shall keep a dumpster on site during construction.

All access driveways, garages and other paved areas for vehicular use on a lot shall have a base of 5 inches of compacted gravel, crushed stone or other approved base material, in place before carpentry work begins.

Article 10. Section 4: "Association Miscellaneous" In addition to all Common Areas, the Association shall maintain in good, clean and sightly condition and repair:

- (A) All signage, fencing, lighting and all other related appurtenances located at the entrances.
- (B) All planting, maintenance, repair and replacement as necessary for landscaping and other improvements on the Common Areas.
- (C) Any damage to B-Box sanitary and storm sewers, utilities, common area landscaping and sprinklers shall be the responsibility of the Lot Owner.

Article 10. Section 5: "Maintenance Deposit" At closing, Owner shall deposit with the Seller the sum of \$1,000.00 per lot to be held as security to ensure that the public improvement (i.e. street, curb, water facilities, sewer facilities, street lights, landscaping and any common area property) remains in proper condition.

Declarant may from time to time hire a street cleaner if Owner fails to properly maintain street or if directed by the Village. Owner will be charged for this service and the bill

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will be due in thirty (30) days. Failure to pay the invoice will result in the reduction of maintenance deposit. Owner hereby agrees that the Seller may use the deposit to pay the cost to repair said improvements or clean streets if owner fails to do so and that if such funds are insufficient, then Owner agrees to promptly pay for any costs in excess of the deposit upon demand. The deposit (less any funds used) shall be returned to Owner upon a completion of a walk-through with a representative of the Seller.

ARTICLE 11—Right of First Refusal and Resale of Lots

Article 11. Section 1: All lots sold or conveyed by Declarant to any other party shall be subject to Declarant's having a right of first refusal to repurchase said lot upon the same terms, provisions and conditions as any proposed Owner of said lot. Declarant shall match any legitimate offer made to the Purchaser. Purchaser will supply the offer to the Declarant. The Declarant has (3) business days to exercise the option. Any lot on which a single-family residence has been constructed shall be exempt from Declarant's right of first refusal.

Article 11. Section 2: If an Owner of a lot shall desire to sell a vacant lot, he must provide in the contract of sale that the contract is subject to the Declarant's right of first refusal, which Declarant must exercise within three (3) business days of Declarant's actual receipt of a copy of the contract from the Owner. Declarant must, within said three (3) business day period, give notice to the owner of his intention to exercise his right of first refusal or to decline to exercise his right of first refusal. If Declarant shall fail to give notice within said three (3) business day period, said failure to give notice shall be construed as a waiver of Declarant's right to exercise said right of first refusal. Declarant's notice shall be sent pursuant to Article 12, Section 6 hereof.

ARTICLE 12—General Provisions

Article 12. Section 1: "Insurance" The Board shall have authority to and shall obtain insurance for the improvements in or upon the Common Areas and Facilities against loss or damage by fire, vandalism and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost hereof.

The Board shall also have the authority to and shall obtain comprehensive liability insurance in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring the Association, Board, manager, managing agent and, with respect to the Common Areas and Facilities, as shown on the final plat of subdivision for the Property. The premiums for all insurance purchased pursuant to the provisions of this Section shall be paid at least thirty (30) days prior to the expiration date of any policy.

Except as hereinabove provided, each Owner shall be responsible for obtaining fire and casualty and other types of insurance as such Owner shall deem necessary on his own Lot and the contents of his own Lot, and his additions and improvements thereto, as well as his personal liability.

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Article 12. Section 2: "Management" The Association, thought its Board, and the Declarant prior to its turning over the directorship to the Owners, shall have the power to employ a manager (managing agent), an independent contractor, or such other employees as it deems necessary, and to prescribe their duties and fix their compensation, and/or enter into a contract with a management company which contract shall be for a period of not more that one (1) year, renewable by agreement of the parties for successive period of not more than one (1) year each, and shall provide for the Association's right to cancel said agreement for cause upon the Association written thirty (30) day notice to the management company of its intent to do so.

Article 12. Section 3: "Remedies" In the event of a default by any Owner under the provisions of the Declaration, Bylaw or rules and regulations of the Association, the Board shall have each and all the rights and remedies which may be provided for in this Declaration, the Bylaw and said rules and regulations and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed exclusive of any other remedy. All expenses of the Association in connection with any such actions or proceedings, including court cost and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his respective share of the Operating Expenses (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot or located elsewhere on the Common Areas and Facilities. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board.

All the provisions of this instrument and those in the Articles of Incorporation and Bylaws of the Association are mutually enforceable by and among the members of the Association. Any member who feels that a provision is being violated may petition the Association to investigate the situation. Should the Association determine that this allegation is true and that corrective action should be taken, the Association shall take whatever action is necessary to end the violation. Should the Association deem the allegation of violation within thirty (30) days of notice, then the complaining member can prosecute his claim in whatever legal manner is best suited to the situation.

The Association shall have the right, but not the obligation, to enforce any and all provisions of this Declaration inuring to its benefit by any appropriate action in law or in equity, and shall be entitled to recover therein all expenses incurred including court costs and reasonable attorney fees.

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Whenever there shall have been built (or whenever there is being built) on any Lot any Improvement or other act or inaction which is and remains in violation of the covenants above set forth, or any of them, for a minimum period of three (3) days after delivery of written notice thereof to the Owner of any such Lot, then the Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In addition, the Declarant or the Association may assess fines up to \$500.00 against any Owner for the breach of the covenants and obligations set forth above. Each day a violation exists shall be considered a separate offense. In no event shall the failure of Declarant, Association or the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be waiver of the right to do so respecting any such violation or any subsequent violation.

Article 12. Section 4: "Land Trusts" In the event title to any Lot should be conveyed to a land title-holding trust, under which all powers of management, operation and control of the premises remain vested in the Trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest in the title to such real estate.

Nothing in this Section shall be deemed to alter or diminish the rights or remedies of the Association under Article 4, Section 5, relating to the failure to pay maintenance assessments as such rights or remedies apply to the trust estate under such trust and the beneficiaries thereunder.

Article 12. Section 5: "Amendments" The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have been voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial twenty-year period or any extension thereof, which termination shall be written instrument signed by seventy-five percent (75%) of the Owners and the Village and properly recorded in Cook County, Illinois. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than fifty percent (50%) of the Owners and by the Declarant if the Class B membership has not theretofore terminated, and thereafter by an instrument signed by not less that fifty percent (50%) of the Owner.

When an amendment is proposed to any of the enumerated Articles and Sections listed in Article 3, Section 2C, an instrument signed by not less than fifty percent (50%) of the Class A members and by the Class B member. Any amendment must be recorded.

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Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone modify, amend, or repeal this Declaration at any time prior to the closing of the sale of all Lots, provided said amendment, modification, or repeal is in writing and properly recorded in Cook County, Illinois. Declarant further reserves prior to the closing the sale of all of the Property all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the Plat of Subdivision. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting title and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record an amendment.

Article 12. Section 6: "Notices" Notices provided for in the Declaration or Bylaws shall be in writing and shall be addressed to the Association or to any Owner at their respective addresses. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof.

Article 12. Section 7: "Severability" Invalidation of any one 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.

Article 12. Section 8: "Rights and Obligation" The provisions of this Declaration and the Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives successors, assigns, Owners, grantees and mortgages. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Bylaws, whether or not mention thereof is made in said deed.

Article 12. Section 9: "Obligation to Maintain Landscape Island and Rights of the Village" The landscape island shall be maintained by Declarant including but not limited to landscaping until such time as the Association is established and thereafter by the Association in good condition and in substantial conformance with the initial plan approved by the Village. In the event Declarant or the Association fails to maintain the landscape island as hereinabove required, the Village shall have the right, but not the duty, to enter upon the landscape island as the case may be, and perform such maintenance.

The Village's maintenance rights may be exercised thirty (30) days after written notice is mailed to the Builder or the Association of the failure to perform the maintenance work; provided, however, in the event the failure to perform the maintenance work constitutes an emergency substantially threatening injury to persons or property, the Village shall be required only to give such notice as is practical under the circumstances before the exercise of its rights under this Article. The Village shall be reimbursed by the Declarant or the Association for the Village's cost in performing maintenance work within thirty (30) days of mailing of a bill for such work. In the event the Declarant or the Association

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fails to pay such bill within the time required, the Village may place and enforce a lien, pro-rata, against each lot, which lien and right of recovery shall include the Village's attorney's fees, expenses and costs of investigation, settlement and litigation. Failure of the Village to exercise or enforce its rights in any particular circumstances shall not be deemed a waiver of its rights.

Notwithstanding any other provision of this Declaration, the rights granted to the Village under this Section shall not be modified in any manner without the written approval of the Village. The obligation of Declarant under this Article shall become the Association's obligation upon establishment of the Association.

Initial

Date

Article 12. Section 10: "Headlines" The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Title of Articles and Sections are for convenience only, and neither limit nor amplify the provisions of the Declaration unless specified reference is made to such Articles, Section or subdivisions of another document or instrument.

Article 12. Section 11: "Conflicts" In the event of any conflict between this Declaration and the Bylaws or Articles of Incorporation, the Declaration shall control. In the event of a conflict between the terms and conditions of these covenants and restrictions and those of the building codes of the Village of Orland Park, the more stringent shall prevail.

Article 12. Section 12: "Perpetuities and Restraints on Alienation" If any option, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of Rod Blagojevich, Governor of the State of Illinois and George W. Bush, President of the United States of America.

ARTICLE 13-Notice of Declaration

Each lot owner who owns a lot for the purpose of constructing and selling a residence on the lot, shall provide a copy of these declarations to a prospective Owner at or before a contract is signed with a prospective Owner and shall receive a receipt and acknowledgement thereof.

IN WITNESS WHEREOF, FIRST MIDWEST BANK, as Trustee as aforesaid, and not personally, has caused its corporate seal to be affixed hereunto and has caused its name to be signed hereto by its duly authorized officers this 16th day of February, 2004.

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FIRST MIDWEST BANK, as
Trustee as aforesaid and not
personally as to Trust 2658:

BY: Jennifer E. Koff
Its: ASST. TRUST OFFICER

ATTEST:
By: Geraldine A. Holsey
Its: Trust Officer

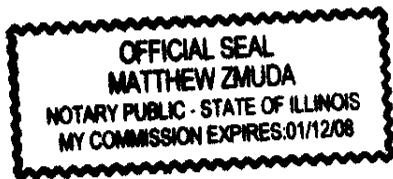
SEE TRUSTEE'S RIDER ATTACHED HERETO
AND MADE A PARTY HEREOF

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, Matthew Zmuda a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Jennifer E. Koff as ASST. TRUST OFFICER of the FIRST MIDWEST BANK,
and Geraldine A. Holsey as Trust Officer thereof, personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as such ASST. TRUST OFFICER and Trust Officer
respectively appeared before me this day in person and acknowledged that they signed and delivered the
said instrument as their own free and voluntary act, and as the free and voluntary act, and as the free and
voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and that the said
Trust Officer did also then and there acknowledge that he/she, as custodian of the corporate
seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and
voluntary act, and as the free and voluntary act of the said Bank, as Trustee, for the uses and purposes
therein set forth.

GIVEN under my hand and notarial seal this 16th day of February, 2004.

Matthew Zmuda
Notary Public



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CONSENT OF CONSTRUCTION MORTGAGE HOLDER

10th
1st of

First Midwest Bank, a National Association, as holder of a Construction Mortgage dated November
September, 2003 recorded in the Office of the Cook County Recorder of Deed as Document Number 0331234175 hereby consents to the execution and recording of the within declaration of

Covenants and Restrictions of the Orland Woods III of Orland Park Homeowners Association, and agrees that the Construction Mortgage is subject to the provisions of such Declaration.

IN WITNESS WHEREOF, FIRST MIDWEST BANK has caused this Consent to be signed by its duly authorized officers on its behalf this 16th day of February, 2004.

FIRST MIDWEST BANK

By: [Signature]
Its: [Signature]

ATTEST:

By: [Signature]
Its: ASST. Trust Officer

EXHIBIT A

~~THE EAST 330 FEET OF THE WEST 1320 FEET (MEASURED ON THE NORTH LINE) (EXCEPT THAT PART THEREOF WHICH LIES SOUTH OF THE NORTHWESTERLY LINE OF THE SOUTH WEST HIGHWAY AND EXCEPT THE NORTH 500 FEET THEREOF, OF THE WEST 100 ACRES (EXCEPT RAILROAD) OF THE FOLLOWING TRACT OF LAND; NORTHEAST QUARTER (NE1/4) AND THE EAST 50.97 ACRES OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

PIN: 27-31-200-005

LOTS 1 THROUGH 12 AND OUTLOT "A" IN ORLAND WOODS III, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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**RIDER ATTACHED AND MADE A PART OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
ORLAND WOODS III OF ORLAND PARK**

DATED February 16, 2004

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 2658, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

Property of Cook County Clerk's Office

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