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ORDER # TimberTr

01/13/07

COMMUNITY DECLARATION FOR TIMBER TRAILS OF WESTERN SPRINGS

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COMMUNITY DECLARATION FOR TIMBER TRAILS OF WESTERN SPRINGS

This Community Declaration is made by Western Springs One L.L.C., an Illinois limited liability company ("Declarant").

RECITALS

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called Timber Trails Subdivision, a development consisting of single-family homes and townhouses with amenities including open space, tree conservation areas, a park site, tennis courts, tot lots, a pedestrian circulation system, and storm water detention facilities (the "Development").

THE DEVELOPMENT WAS APPROVED PURSUANT TO THAT CERTAIN CONDITIONAL USE PERMIT ORDINANCE NO. 05-2377, ADOPTED BY THE MUNICIPALITY ON MARCH 21, 2005, AS AMENDED FROM TIME TO TIME ("ORDINANCE"). THIS DECLARATION IS SUBJECT TO THAT CERTAIN ANNEXATION AGREEMENT BETWEEN THE DECLARANT AND THE MUNICIPALITY, RECORDED ON MARCH 23, 2005, AS DOCUMENT NO. 0508203048, AS AMENDED FROM TIME TO TIME ("ANNEXATION AGREEMENT") AND THE WESTERN SPRINGS MUNICIPAL CODE, AS AMENDED FROM TIME TO TIME ("CODE"). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS DECLARATION AND THE TERMS OF THE ORDINANCE, THE ANNEXATION AGREEMENT OR THE CODE, THE TERMS OF THE ORDINANCE, ANNEXATION AGREEMENT OR CODE, AS APPLICABLE, SHALL PREVAIL.

Upon the Recording hereof, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Community Declaration as the Premises and shall designate portions of the Premises as either Dwelling Units, Community Area, Townhome Common Area or Association Maintained Municipal Land. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Community Declaration as Added Premises, as more fully described in Article Thirteen.

In order to provide for the orderly and proper maintenance of the Premises, the Declarant has formed, or will form, the Community Association under the Illinois General Not-For-Profit Corporation Act. The Community Association shall set budgets and fix assessments to pay the expenses incurred in connection therewith. Each Owner of a Dwelling Unit shall be a member of the Community Association and shall be responsible for paying assessments with respect to each Dwelling Unit owned by such Owner. It is not intended that the Community Association shall be a "common interest community association" as defined in Section 9-102(a)(8) of the Code of Civil Procedure (735 ILCS 5/9-102(a)(8)) or a "master association" as defined in Section 18.5(a) of the Act (765 ILCS 605/18.5(a)).

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Community Declaration, which rights shall include, without limitation, the right to come upon the Premises in connection with Declarant's efforts to sell

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portions of the Premises, the right, prior to the Turnover Date, to appoint all members of the Board, as more fully described in Article Ten, and other rights reserved in Article Ten.

Nothing in this Community Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Community Declaration. Those portions of the Development Area which are not made subject to the provisions of this Community Declaration as Premises may be used for any purposes not prohibited by law.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE

Definitions

For the purpose of brevity and clarity, certain words and terms used in this Community Declaration are defined as follows:

1.01 ANNEXATION AGREEMENT: That certain Annexation Agreement between the Declarant and the Municipality, dated March 22, 2004, and Recorded March 23, 2005, as Document No. 0508203048.

1.02 ASSESSMENT POINTS: Each Detached Home Lot shall have assigned to it "Assessment Points" which shall be based on the relative sizes of the Detached Home Lots. The Assessment Points shall be used to determine Detached Home Assessments payable with respect to each Detached Home Lot. Assessment Points shall be as follows:

<u>Detached Home Type</u>	<u>Assessment Points</u>
A Lot	28
B Lot	33
C Lot	39

1.03 ASSOCIATION MAINTAINED MUNICIPAL LAND: Those portions of the Premises which are designated on Exhibit B hereto as "Association Maintained Municipal Land", including, without limitation, the Tree Conservation Areas.

1.04 BOARD: The board of directors of the Community Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Five.

1.05 BY-LAWS: The By-Laws of the Community Association.

1.06 CHARGES: The Community Assessment, Detached Home Assessment, Townhome Assessment, any special assessment levied by the Community Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Community Declaration or the By-Laws.

1.07 CODE: The Village of Western Springs Municipal Code of 1997, as amended from time to time.

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1.08 COMMUNITY AREA: Those portions of the Premises which are designated in Part III of Exhibit B hereto, as Exhibit B may be amended from time to time, as "Community Area". The Community Area shall generally consist of and include open space areas, recreational areas and Storm Water Detention Facilities.

1.09 COMMUNITY ASSESSMENT: The amounts which the Community Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.10 COMMUNITY ASSOCIATION: The Timber Trails of Western Springs Community Association, an Illinois not-for-profit corporation, its successors and assigns.

1.11 COMMUNITY DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.12 COMMUNITY EXPENSES: The expenses of the administration (including management and professional services) of the Community Association; the expenses of the operation, maintenance, repair and replacement of the Community Area, Ridgewood Tree Conservancy Easement and Association Maintained Municipal Land and improvements located thereon (including, without limitation, bridges, Storm Water Detention Facilities and the Pedestrian Circulation System), all more fully provided in Article Three; the cost of insurance required or permitted to be obtained by the Board under Article Four; any expense lawfully incurred by the Community Association for the common benefit of all of the Owners; and any other expenses which are designated as Community Expenses hereunder. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves or any Detached Home Expenses or Townhome Expenses.

1.13 COUNTY: Cook County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Community Declaration.

1.14 DECLARANT: Western Springs One L.L.C., an Illinois limited liability company, its successors and assigns.

1.15 DETACHED HOME: A single family residential home which is constructed on a Detached Home Lot.

1.16 DETACHED HOME ASSESSMENT: The amounts which the Community Association shall assess and collect from the Owners of Detached Homes to pay the Detached Home Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.17 DETACHED HOME COMMITTEE: A committee which shall have certain responsibilities and powers with respect to the Detached Homes hereunder and which shall be constituted as provided in Article Five.

1.18 DETACHED HOME EXPENSES. The expenses of providing snow removal maintenance from the driveways, sidewalks, if any, and service walks which serve the Detached Homes; the expense of mowing the grass on the Detached Home Lots; any expense which is

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designated as a Detached Home Expense in this Declaration; and any expense incurred by the Community Association which, pursuant to generally accepted accounting principles, are reasonably allocable to the maintenance, repair or replacement of Detached Home Lots. Detached Home Expenses shall not be Community Expenses or Townhome Expenses. In the event that certain expenses are incurred by the Community Association in connection with the Community Area, Detached Homes, Townhome Exteriors and/or Townhome Common Area, the allocation of such expenses between Community Expenses, Detached Home Expenses and Townhome Expenses shall be made by the Board based on generally accepted accounting principles, and any such allocation shall be final and binding.

1.19 DETACHED HOME LOT: A subdivided lot which is designated in Part II of Exhibit B hereto, as Exhibit B may be amended from time to time, as a "Detached Home Lot". A Detached Home Lot shall be further designated in Part II.A. of Exhibit B hereto as an "A Lot", a "B Lot" or a "C Lot", which designations shall be based on the relative sizes of the Detached Home Lots.

1.20 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Community Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Community Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.21 DWELLING UNIT: A portion of the Premises which is improved with a single family residential unit for which a temporary, conditional or final certificate of occupancy has been issued by the Municipality. A Dwelling Unit may be a subdivided lot which is improved with a Detached Home or Townhome Parcel which is improved with a Townhome.

1.22 FINAL LANDSCAPE PLAN: As defined in the Annexation Agreement.

1.23 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

1.24 FLAGG CREEK WATER COURSE AREA: That portion of the Premises which is legally described in Part III.B. of Exhibit B hereto.

1.25 HOME: That portion of a Dwelling Unit which is improved with a residential unit which is either a Detached Home or a Townhome.

1.26 MUNICIPALITY: The Village of Western Springs, Illinois or its successors, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Community Declaration.

1.27 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including a contract seller, but excluding those having such interest merely as

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security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.28 PEDESTRIAN CIRCULATION SYSTEM: The 8' wide pathway constructed on the Association Maintained Municipal Lane and all sidewalks, carriage walks and related facilities located on the Premises.

1.29 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.30 PLAT: A plat of subdivision recorded with respect to a portion of the Development.

1.31 PREMISES: Those portions of the Development Area which are legally described in Exhibit B hereto, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Community Declaration as part of the Premises as more fully provided in Article Thirteen.

1.32 RECORD: To record in the office of the Recorder of Deeds for the County.

1.33 RESIDENT: An individual who legally resides in a Dwelling Unit.

1.34 RESTRICTED LOT: A Detached Home Lot which is designated in Part VI of Exhibit B hereto, as Exhibit B may be amended from time to time, as a "Restricted Lot".

1.35 RIDGEWOOD TREE CONSERVANCY EASEMENT: Those portions of Lots 47 through 52, both inclusive and Lots 105 through 114, both inclusive, which are designated on a Plat as "Ridgewood Tree Conservation Easement".

1.36 SPECIAL DEVELOPMENT RIGHTS. Any one or more of the rights which may be granted by Declarant to a Special Development Rights Holder with respect to a Special Development Rights Area, as more fully provided in Article Fifteen hereto:

1.37 SPECIAL DEVELOPMENT RIGHTS AREA. A portion of the Premises which is subject to Special Development Rights granted by the Declarant to a Special Development Rights Holder.

1.38 SPECIAL DEVELOPMENT RIGHTS HOLDER. A Person which acquires title to a Special Development Rights Area and to which Declarant grants Special Development Rights with respect to such Special Development Rights Area.

1.39 STORM WATER DETENTION FACILITIES: As defined in the Annexation Agreement.

1.40 STORMWATER MANAGEMENT FACILITIES: As defined in the Annexation Agreement.

1.41 TOWNHOME: A residential unit which is constructed on a Townhome Parcel.

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1.42 TOWNHOME ASSESSMENT: The amounts which the Community Association shall assess and collect from the Owners of Townhomes to pay the Townhome Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.43 TOWNHOME COMMITTEE: A committee which shall have certain responsibilities and powers with respect to the Townhomes hereunder and which shall be constituted as provided in Article Five.

1.44 TOWNHOME COMMON AREA: Those portions of the Premises which are legally described and designated in Part IV of Exhibit B hereto, as Exhibit B may be amended from time to time, as "Townhome Common Area" and all improvements thereto and landscaping thereon. The Townhome Common Area will generally consist of and include the driveways, walkways and green areas which serve the Townhomes.

1.45 TOWNHOME EXPENSES. The expenses of the maintenance, repair and replacement of the Townhome Exteriors and Townhome Common Area; the premiums for fire and extended coverage insurance for the Townhomes, as provided for in Article Four; any expense which is designated as a Townhome Expense in this Declaration; and any expense incurred by the Association which pursuant to generally accepted accounting principles, are reasonably allocable to the maintenance, repair or replacement of Townhome Exteriors and Townhome Common Areas. Townhome Expenses shall not be Community Expenses or Detached Home Expenses. In the event that certain expenses are incurred by the Association in connection with the Community Area, Detached Homes, Townhome Exteriors and/or Townhome Common Area, the allocation of such expenses between Community Expenses, Detached Home Expenses and Townhome Expenses shall be made by the Board based on generally accepted accounting principles, and any such allocation shall be final and binding.

1.46 TOWNHOME EXTERIOR: The roof, slab, foundation, steps, footings, decks, siding and outer surface of exterior walls and doors of a Townhome, together with any utility lines located therein.

1.47 TOWNHOME LOT: A Lot which is designated in Part II of Exhibit B hereto, as Exhibit B may be amended from time to time, as a "Townhome Lot".

1.48 TOWNHOME PARCEL: Each Townhome Lot shall be improved with a building containing at least one (1) residential unit. A residential unit on a Townhome Lot will share a perimeter wall with one (1) or more residential units, which may either be on a separate Townhome Lot or part of the same Townhome Lot on which the adjacent residential unit is located. The shared walls are defined as "Party Walls" in Section 14.01 hereof. Where a Townhome Lot includes more than one residential unit, the Townhome Lot shall be divided into the number of tracts which equals the number of residential units on the Townhome Lot, with each tract being defined by the Party Walls, as extended to the lot line. Each such tract shall consist of a residential unit (including approximately one-half (1/2) of the Party Wall which divides the residential unit from adjacent residential units) landscapable areas, and portions of driveways and walkways. Each tract shall be legally described in the deed which conveys the tract to the first purchaser thereof from the Declarant and the tract so described, together with all improvements thereon, shall be a "Townhome Parcel" hereunder.

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1.49 TREE CONSERVATION AREA: Those portions of the Association Maintained Municipal Land which are designated on a Plat as "Tree Conservation Area".

1.50 TURNOVER DATE: The date on which the rights of the Declarant to designate the members of the Board, Detached Home Committee and Townhome Committee are terminated under Section 10.05.

1.51 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO

Scope of Community Declaration/Certain Easements

2.01 PROPERTY SUBJECT TO COMMUNITY DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Community Declaration, does hereby subject the Premises to the provisions of this Community Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Community Declaration as Added Premises, as provided in Article Thirteen heretof. Nothing in this Community Declaration shall be construed to obligate the Declarant to subject to this Community Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations Recorded by Declarant pursuant to Article Thirteen.

2.02 CONVEYANCES SUBJECT TO COMMUNITY DECLARATION: All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Community Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether or not reference is made in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Community Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Community Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Community Declaration and for successive periods of ten (10) years each unless revoked, changed or amended as provided in Section 11.02.

2.04 DWELLING UNIT CONVEYANCE: Once a Dwelling Unit has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of such Dwelling Unit shall be of the entire Dwelling Unit and there shall be no conveyance or transfer of a portion of a Dwelling Unit without the prior written consent of the Board.

2.05 ACCESS EASEMENT: Each Owner of a Dwelling Unit shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit to a public way, over and

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across the private roads, driveways and walkways located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Dwelling Unit. In addition, each Owner of a Townhome shall have a non-exclusive perpetual easement for ingress to and egress from his Townhome to public streets and roads over and across the private drives, driveways and walkways located on the Townhome Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Townhome. The Municipality or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over streets, roads, driveways and parking areas located on the Community Area and Townhome Common Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Community Association, its employees and agents, shall have the right of ingress to, egress from, and parking on the Community Area and Townhome Common Area, and the right to store equipment on the Community Area and Townhome Common Area, for the purpose of furnishing any maintenance, repairs or replacements of the Community Area, Detached Home Lots, Townhome Parcels, Townhome Common Area, Townhome Exteriors or Association Maintained Municipal Land, as required or permitted hereunder. The public shall have a non-exclusive, perpetual easement for access over and across the Pedestrian Circulation System located on the Premises.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive and irrevocable right and easement to use and enjoy the Community Area, the Association Maintained Municipal Land and the exclusive right to use and enjoy the Owner's Dwelling Unit. In addition, each Owner of a Townhome shall have the non-exclusive right and easement to use and enjoy the Townhome Common Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Community Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Community Association, including the right of the Community Association to come upon any portion of the Premises to furnish services hereunder.

2.07 DELEGATION OF USE: Subject to the provisions of this Community Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Community Association, any Owner may delegate his right to use and enjoy the Community Area and, if the Owner's Dwelling Unit is a Townhome, the Townhome Common Area, to Residents of the Owner's Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are Residents.

2.08 RULES AND REGULATIONS: The use and enjoyment of the Community Area and Townhome Common Area shall at all times be subject to reasonable rules and regulations duly adopted by the Community Association from time to time.

2.09 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area and Townhome Common Area for the purpose of providing utility services to the Premises or any other portion of the Development Area.

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2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Community Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area and Townhome Common Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Board deems to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Community Association shall have the right and power to dedicate any part or all of the roads or parking areas located on the Community Area to the Municipality, but only with the Municipality's approval. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Community Association and duly Recorded.

2.11 COMMUNITY ASSOCIATION'S ACCESS: The Community Association shall have the right and power to come onto any portion of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Community Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.13 EASEMENT FOR ENCROACHMENT: In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Dwelling Unit which is improved with a Home, any improvement which is intended to service and/or be part of the Dwelling Unit shall encroach upon any part of any other Dwelling Unit or upon the Community Area, Townhome Common Area or any improvement to the Community Area or Townhome Common Area shall encroach upon any part of a Dwelling Unit which is improved with a Home, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Dwelling Unit which is improved with a Home shall have an easement appurtenant to his Dwelling Unit for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Dwelling Unit, Townhome Common Area or the Community Area:

- (a) the eaves, gutters, downspouts, facia, flashings, and like appendages which serve the Home on the Dwelling Unit;
- (b) the chimney which serves the Home on the Dwelling Unit;
- (c) the air conditioning equipment which serves the Home on the Dwelling Unit;

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(d) balconies, steps, porches, decks, door entries and patios which serve the Home on the Dwelling Unit.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

If any encroachment is located on or over an existing public or private utility or drainage facility, then the person benefited by the encroachment shall be obligated, at his or her expense, to provide access to the property upon which the encroachment exists to the utility company or the Municipality for purposes of maintaining, repairing and replacing such facility. The utility company and the Municipality shall not be obligated to restore or replace the encroaching structure or improvement or for the cost of restoration or replacement thereof. Once removed, the encroachment shall not be restored or replaced.

2.14 OWNERSHIP OF COMMUNITY AREA AND TOWNHOME COMMON AREA:

The Community Area and Townhome Common Area shall be conveyed to the Community Association free of mortgages no later than the Turnover Date; however Community Area and/or Townhome Common Area which is made subject to this Community Declaration after the Turnover Date shall be conveyed to the Community Association free of mortgages no later than ninety (90) days after such Community Area or Townhome Common Area is made subject to this Community Declaration.

2.15 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area and/or Townhome Common Area which is made subject to this Community Declaration in the middle of a tax year (regardless of when it is conveyed to the Community Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area or Townhome Common Area is made subject to this Community Declaration, and the Community Association shall be responsible for the balance of the tax bill.

ARTICLE THREE

Maintenance

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Ten.

3.02 MAINTENANCE BY COMMUNITY ASSOCIATION:

(a) The following maintenance, repairs and replacements shall be furnished by the Community Association as a Community Expense:

(i) Added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area and Association Maintained Municipal Land in accordance the requirements set forth in the Annexation Agreement;

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(ii) Maintenance, repair and replacement of all improvements located on the Community Area and Association Maintained Municipal Land including, without limitation monument signs, retaining walls, pedestrian circulation system, a gate house, park equipment, if any, and one (1) or more pedestrian or vehicular bridges which cross over the Flagg Creek Water Course Area, if any;

(iii) Snow removal from the Pedestrian Circulation System which runs through the Development;

(iv) Maintenance of the Flagg Creek Water Course Area in accordance with the requirements set forth in the Annexation Agreement for the purposes of providing adequate storm water drainage control, including the normal operation of the Storm Water Detention Facilities and an unimpeded free flowing Flagg Creek Watercourse to insure the integrity and free flow of water in the Flagg Creek Water Course;

(v) Maintenance, repair and replacement of trees and other landscaping on the Ridgewood Tree Conservation Easement and the Association Maintained Municipal Land, including, without limitation, the Tree Conservation Areas, in accordance with the requirements set forth in the Annexation Agreement; and

(vi) Maintenance, repair and replacement of community identification ground signs installed by the Declarant at each point of access to the Development and all monument signs, in substantial conformance with the sign plan and Final Landscape Plan.

(b) The following maintenance, repairs and replacements shall be furnished by the Association to the Detached Home Lots as a Detached Home Expense:

(i) Mowing of grass located on the Detached Home Lots;

(ii) Snow removal from the driveways, sidewalks, if any, and service walks located on the Detached Home Lots;

An Owner of a Detached Home Lot may choose furnish the landscaping maintenance and snow removal provided for under subsections (i) and (ii) above, to his Lot; provided, however that the Owner shall not be relieved of any obligation to pay Detached Home Assessments hereunder.

(c) The following maintenance, repairs and replacements shall be furnished by the Association as a Townhome Expense:

(i) Mowing of grass and added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Townhome Common Area and Townhome Parcels;

(ii) Maintenance (including snow removal and street cleaning), repair and replacement of all private service drives, driveways and walkways on the Townhome Common Area and Townhome Parcels;

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(iii) Maintenance, repair and replacement of improvements located on the Townhome Common Area;

(iv) Subject to 3.03(b), all maintenance (including periodic painting), repairs and replacement to the Townhome Exteriors; and

(v) Maintenance, repair and replacement of the cluster mailboxes located on the Townhome Common Area, if any, in accordance with the design, material and color as originally constructed by the Declarant.

Repairs and replacements to a Townhome which are required due to occurrences which are normally covered by insurance required to be obtained by the Association under Section 4.03 shall be made as provided in Section 4.03.

(d) In addition to the services provided by the Community Association under paragraphs (b) and (c) above, the Board may furnish other services, which services may include, but shall not be limited to (each an "Additional Service"):

(i) Added planting replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Detached Home Lot;

(ii) Maintenance (including periodic sealcoating), repair and replacement of the driveways and service walks which serve the Detached Homes;

(iii) Periodic painting of the exterior of a Detached Home; and

(iv) Any other maintenance, repair and/or replacement item or service which the Board shall designate as an Additional Service.

With respect to an Additional Service, the Board may charge the Owner of each Dwelling Unit which receives any such service for the reasonable cost of providing the service, which cost may be allocated based on such reasonable basis as the Board may deem appropriate, including, with respect to Detached Home Lots, the Assessment Points assigned to the Detached Home. Any amount charged to an Owner for services furnished pursuant to this Section shall be due and payable at such time or times as designated by the Board and failure to pay any such amount shall give rise to a lien provided for in Section 7.01. The Board may require each Owner to notify the Board, by a specific date, of the Owner's election to have an Additional Service performed. For instance, the Board may require an Owner to give notice to the Board by February 1st of a certain year if the Owner desires additional landscaping services during the landscaping season of the same year. In addition, the Board may require each Owner who elects to receive an Additional Service to commit to the Additional Service for a period of time. For instance, the Board may require each Owner who elects to receive additional landscape services to commit to the Additional Service for the entire landscape season.

3.03 MAINTENANCE BY OWNERS:

(a) Except as otherwise specifically provided for in this Community Declaration, each Owner of a Detached Home Lot shall be responsible for the maintenance, repair and replacement

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of the Detached Home Lot and the Home thereon and shall cause the Detached Home thereon to be maintained so that the appearance of the Detached Home is substantially similar to its appearance when first constructed or as modified as permitted pursuant to Section 3.07, ordinary unavoidable wear and tear excepted.

(b) Maintenance (other than periodic painting), repairs, and replacements of windows, doors (including storm and garage doors) and screening on a Townhome shall be the responsibility of the Owner of the Townhome; however, at the option of the Board (in consultation with the Townhome Committee), such work may be furnished by the Community Association and the cost thereof charged to the Owner of the Townhome based on actual cost, as determined by the Board in its reasonable judgment.

(c) The Board may adopt rules and regulations governing the watering of portions of the Premises by Owners, as more fully provided in Section 8.08.

(d) If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Dwelling Unit which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Dwelling Units in the Development or in compliance with rules and regulations adopted by the Board from time to time, then the Board may, in its discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Board, in its sole judgment, then the Board may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to the Community Association. If the cost for any such utility is metered and charged to a Dwelling Unit rather than being separately metered and charged to the Community Association, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board, the Owner of a Dwelling Unit is being charged disproportionately for costs allocable to the Community Area, Detached Home Lots, Townhome Parcels, Townhome Common Area, Townhome Lots or Association Maintained Municipal Land, then the Community Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Board is properly allocable to the Community Area, Detached Home Lots, Townhome Parcels, Townhome Common Area, Townhome Lots or Association Maintained Municipal Land and the amount thereof shall be Community Expenses, Detached Home Expenses or Townhome Expenses hereunder.

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Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.

3.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Dwelling Unit, damage shall be caused to the Community Area, Detached Home Lot, Townhome Parcel, Townhome Common Area, Townhome Lot or Association Maintained Municipal Lane and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, Detached Home Expense or Townhome Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Community Association.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA AND ASSOCIATION MAINTAINED MUNICIPAL LAND:

(a) No alterations, additions or improvements shall be made to the Community Area or Association Maintained Municipal Land without the prior written approval of the Board and compliance with applicable ordinances of the Municipality.

(b) Subject to the provisions of subparagraph (a) above, the Community Association may cause alterations, additions or improvements to be made to the Community Area and Association Maintained Municipal Land, and the cost thereof may be paid from a special assessment, as more fully described in Section 6.05.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO DETACHED HOMES OR DETACHED HOME LOTS: Subject to the provisions of Sections 3.09, 9.02 and 10.08, no additions, alterations or improvements, including, without limitation, (i) fences, (ii) changes in the exterior color of a Detached Home, (iii) construction of awnings, antenna or satellite dish, (iv) changes or additions to patio or deck, (v) installation of an in ground swimming pool, outbuilding, play set, gazebo or shed, or (vi) other similar improvements, shall be made to any Detached Home or Detached Home Lot by an Owner without the prior written consent of the Board, in consultation with the Detached Home Committee, and compliance with applicable ordinances of the Municipality. Notwithstanding the foregoing, (i) there shall be no above ground swimming pools or dog runs permitted on the Premises, (ii) there shall be no basketball hoops, swing sets, playground or athletic equipment or other related lawn toys permitted on any Restricted Lots or placed in the front yard or driveway of a Dwelling Unit, and (iii) no temporary or permanent structure or planting of any trees or vegetation (other than trees and vegetation specifically planted by the Declarant or the Community Association in accordance with Final Landscape Plan) shall be permitted to be constructed or maintained in a Tree Conservation Area or the Ridgewood Tree Conservation Easement. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Detached Home or Detached Home Lot which requires the consent of the Board upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Community Association as part of the Detached Home Expenses, to pay to the Community Association from time to time the additional cost of maintenance as a result of the addition, alteration or improve-

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ment. If an addition, alteration or improvement which requires the consent of the Board and/or the Municipality is made to a Detached Home or Detached Home Lot by an Owner without the prior written consent of the Board and/or the Municipality, then the Board and/or the Municipality may, in its discretion, take any of the following actions:

- (a) Require the Owner to remove the addition, alteration or improvement and restore the Detached Home or Detached Home Lot to its original condition, all at the Owner's expense; or
- (b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- (c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.08 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO TOWNHOME EXTERIOR OR TOWNHOME COMMON AREAS: Subject to the provisions of Sections 3.09, 9.02 and 10.08, no additions, alterations or improvements shall be made to any Townhome Exterior or Townhome Common Area by an Owner without the prior written consent of the Board, in consultation with the Townhome Committee, and compliance with applicable ordinances of the Municipality. Notwithstanding the foregoing, there shall be no pools, fencing, outbuildings, basketball hoops, swing sets, playground or athletic equipment or other related toys permitted on any Townhome Parcel. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Townhome Exterior or Townhome Common Area which requires the consent of the Board upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Community Association as part of the Townhome Expenses, to pay to the Community Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires the consent of the Board and/or the Municipality hereunder is made to a Townhome Exterior or Townhome Common Area by an Owner without the prior written consent of the Board and/or Municipality, then the Board and/or the Municipality may, in its discretion, take any of the following actions:

- (a) Require the Owner to remove the addition, alteration or improvement and restore the Townhome Exterior or Townhome Common Area to its original condition, all at the Owner's expense;
- (b) If the Owner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- (c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

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3.09 CONFORMANCE WITH APPROVED PLANS: All alterations, additions, improvements, repair, restoration or maintenance work performed on the Premises, or any portion thereof, pursuant to the provisions of this Community Declaration shall be performed in a manner that assures (i) that no impediment to the Stormwater Management Facilities will occur; (ii) conformity with the grading plans approved by the Municipality with respect to the Premises and the Dwelling Units; and (iii) conformity with the storm water management regulations contained in the Code.

3.10 DEED RESTRICTIONS:

(a) Each Lot which is adjacent to the Ridgewood Tree Conservancy Easement shall have a deed restriction which prohibits the construction or location of temporary or permanent structures or the planting of trees or other vegetation in the Ridgewood Tree Conservancy Easement, other than landscaping which is installed or replaced in accordance with the Final Landscape Plan.

(b) Each Lot which is adjacent to the Tree Conservation Area shall have a deed restriction which prohibits the construction or location of temporary or permanent structures or the planting of trees or other vegetation in the Tree Conservation Area.

ARTICLE FOUR Insurance/Condemnation

4.01 COMMUNITY ASSOCIATION INSURANCE:

(a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area and the Association Maintained Municipal Land (based on current replacement cost for the full insurable replacement value) of such improvements.

(b) The Community Association shall have the authority to and shall obtain and keep in effect comprehensive public liability insurance on no less than an annual basis, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, but not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for injuries and deaths, and workers compensation insurance in not less than the statutory amount and other liability insurance as the Board may deem desirable, insuring each Owner, the Community Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area, Detached Home Lots, Townhome Parcel, Townhome Common Area or the Association Maintained Municipal Land. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Community Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Community Association or of any other person handling funds of the Community Association may be obtained by the Community Association in such amounts as the Board may deem desirable.

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(d) The premiums for any insurance obtained under this Section shall be Community Expenses.

(e) The above comprehensive public liability insurance policy obtained by the Community Association with respect to the Association Maintained Municipal Land shall include the Municipality, and its affiliates, as additional insured on the insurance certificate as follows: "Village of Western Springs, its officers, appointed and elected officials, president and trustees, employees, volunteers, representatives, attorneys and engineers."

4.02 DETACHED HOME INSURANCE/DAMAGE:

(a) Each Owner of a Detached Home Lot shall be responsible for and shall procure fire and all risk coverage insurance covering such Owner's Detached Home Lot and the Home constructed thereon for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies, in such form, and for such premiums and periods as he may determine to be appropriate. Each Owner shall also be responsible for his own insurance on the contents of his Detached Home and furnishings and personal property therein.

(b) No Owner shall cause or permit anything to be done or kept on the Premises which will result in the cancellation of insurance on such Owner's Detached Home, any other Dwelling Unit, or the Community Area.

(c) In the event of damage to or destruction of any portion of a Detached Home Lot and/or the Home constructed thereon by fire or other casualty for which the Owner is required to carry insurance hereunder, the Owner thereof shall, within a reasonable time after such damage or destruction, repair or rebuild the Detached Home and restore the Detached Home Lot in substantial and workmanlike manner with materials comparable to those used in the original structure, and in conformity in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. When rebuilt, the exterior of the Detached Home shall be substantially similar to, and its architectural design and landscaping shall be in conformity with, the surrounding Detached Homes which are not so damaged or destroyed. Any reconstruction of the Detached Home and/or restoration of a Detached Home Lot shall be subject to the provisions of Section 3.07. The Owner shall not be relieved of his obligation to repair or rebuild his Detached Home and restore the Detached Home Lot under this Subsection (c) by his failure to carry sufficient insurance or the fact that proceeds received by the Owner from his insurer are not sufficient to cover the cost thereof.

(d) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in Subsection (c), to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in Subsection (c) and the cost thereof shall be a Charge hereunder payable by the Owner to the Community Association upon demand.

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4.03 TOWNHOME INSURANCE/DAMAGE:

(a) The Board shall have the authority to and shall obtain insurance for the Townhomes and all improvements thereto against loss or damage by fire and such other hazards as may be required under applicable requirements of Fannie Mae from time to time, as the Board may deem desirable, or as reasonably required by First Mortgagees, for the full insurable replacement cost of the Townhomes. Premiums for such insurance shall be Townhome Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Community Association as trustee for the Townhome Owners. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Townhome Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Townhome, and (iv) shall contain waivers of subrogation with respect to the Community Association and its directors, officers, employees and agents (including the managing agent), Owners and occupants of the Townhomes, First Mortgagees, and the Declarant and shall name all such parties as additional insured parties as their interests may appear.

(b) The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Townhome Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Townhomes, the Board shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Townhome so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Townhomes. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

(c) Each Owner of a Townhome shall obtain his own insurance on the contents of his own Townhome and furnishings and personal property therein, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Townhome Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners of Townhomes. Each Owner of a Townhome shall promptly report, in writing to the Board, any betterments or improvements to his Townhome without prior request from the Board. Unless otherwise specifically agreed to by the Board, the Owner shall be responsible for insuring any such betterments and improvements to his Townhome and the Board shall not be responsible for obtaining insurance on such

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betterments or improvements and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Townhome to a condition better than the condition existing prior to the making of such betterments or improvements.

(d) Each Townhome Owner hereby waives and releases any and all claims which he may have against any other Owner, the Community Association, its directors and officers, the Declarant, the manager and the managing agent if any, and their respective employees and agents, for damage to the Townhome or to any personal property located in the Owner's Townhome caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

(e) In the case of damage by fire or other disaster to any Townhome (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Community Association to repair or reconstruct the Damaged Improvement.

(f) In the case of damage by fire or other disaster to any Townhome or building which contains Townhomes where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Townhome Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting at which a quorum of at least 20% of the Townhomes are represented, the Townhome Committee shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment to be levied against all Townhomes and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Townhome Committee under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least two-thirds (2/3rds) of the votes cast by Voting Members representing Townhomes at such meeting.

(4) If the Voting Members representing Townhomes do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) and (2) above or if a quorum is not present at such meeting, then the Townhome Committee may, at its discretion, call another meeting or meetings of the Townhome Owners to consider or reconsider, as applicable, the question of whether or not the Damaged Improvement shall be repaired or reconstructed.

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(5) If the Voting Members representing Townhomes do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, then the Townhome Committee may, with the consent of the Board and Owners representing 75% of the Townhomes in the damaged building and First Mortgagees representing 75% of the Townhomes subject to Mortgages in the damaged building, amend this Declaration to withdraw the Townhome Parcel which includes the Damaged Improvement from the terms hereof (except as provided below). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Townhome Owner shall be made to such Townhome Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Board in consultation with the Townhome Committee. From and after the effective date of the amendment referred to above in this paragraph, the Owners of Townhomes located on the Townhome Parcel which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Townhomes if the amendment had not been Recorded; provided, that, the Townhome Parcel shall continue to be subject to the provisions of Section 3.08 hereof and upon issuance of an occupancy permit for a building constructed on a Townhome Parcel removed from the terms hereof as provided above, the Townhome Parcel shall thereupon be subject to the terms hereof and each Townhome to be constructed thereon shall become a Townhome hereunder.

(g) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Townhome Parcel as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(h) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board. Any reconstruction of the building shall be subject to the provisions of Section 3.08.

4.04 OWNER RESPONSIBILITY: In addition to the coverage described in Sections 4.02 and 4.03 above, each Owner shall obtain his own personal liability insurance to the extent not covered by the liability insurance for all of the Owners obtained as part of the Community Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners.

4.05 WAIVER OF SUBROGATION: The Community Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Community Association, its directors and officers, Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Dwelling Units, the Community Area, the Townhome Common Area or to any personal property located in the Dwelling Units or the Community Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Board under Sections 4.01(a), (b) and (c) above shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Community Association, its directors and officers, members of the Detached Home Committee and

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Townhome Committee, the Declarant, the managing agent, if any, and their respective employees and agents.

4.06 CONDEMNATION: After Turnover, in the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Community Association and such proceeds, together with any Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Community Declaration. Any acquisition by the Community Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Community Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Community Association and Recorded.

ARTICLE FIVE

The Community Association

5.01 IN GENERAL: Declarant has caused or shall cause the Community Association to be incorporated as a not-for-profit corporation under Illinois law. The Community Association shall be the governing body for all of the Owners for the administration and operation of the Community Area and to the maintenance repair and replacement of the Community Area, Detached Home Lots, Townhome Common Area, Townhome Parcels, Townhome Exteriors and Association Maintained Municipal Land, as required or provided for in this Declaration.

5.02 MEMBERSHIP: Each Owner shall be a member of the Community Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Community Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 10.05, voting rights of the members of the Community Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

5.04 BOARD/COMMITTEES: Subject to the rights retained by the Declarant under Section 10.05, (a) the Board shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member; (b) the Detached Home Committee shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member who represents a Detached Home; and (c) the Townhome Committee

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shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member who represents a Townhome.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Community Association shall be vested exclusively in the Declarant and the Owners shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Community Association shall be vested in the Voting Members, and each Voting Member shall have one vote for each Dwelling Unit which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

5.06 DIRECTOR AND OFFICER LIABILITY: None of the directors or the officers of the Community Association, the Detached Home Committee members or the Townhome Committee members shall be personally liable to the Owners or the Community Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Community Association shall indemnify and hold harmless the Declarant, Declarant's beneficiary and each of its directors and officers, and its heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Community Association or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Community Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

5.07 MANAGING AGENT: The Declarant (or an entity controlled by the Declarant) may be engaged by the Community Association to act as the managing agent for the Community Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Community Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Community Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Community Association without payment of a termination fee on ninety (90) days written notice.

5.08 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Community Association, any Community Area owned by the Community

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Association shall be conveyed to the Owners of Dwelling Units as tenants in common, and any Townhome Common Area owned by the Community Association shall be conveyed to the Owners of Townhomes as tenants in common.

5.09 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Community Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Dwelling Units to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Community Association to enforce the provisions of this Community Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Community Association in proceedings instituted against it.

5.10 ATTENDANCE AT BOARD MEETINGS BY OWNERS: Owners may attend meetings of the Board only if, and to the extent, permitted by the Board in its discretion. It is not the intention that Owners shall have the right to attend meetings of the Board in the same manner as provided for members of condominium associations under the Illinois Condominium Property Act.

ARTICLE SIX

Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Community Association shall be exclusively to administer the affairs of the Community Association, to pay the Community Expenses, Detached Home Expenses and Townhome Expenses and to accumulate reserves for any such expenses.

6.02 ASSESSMENTS: Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation amounts to maintain the Capital Reserve;
- (c) The estimated net available cash receipts from the operation and use of the Community Area, plus estimated excess funds, if any, from the current year's assessments;
- (d) The amount of the "Community Assessment" payable by the Owners of Dwelling Units, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above; and
- (e) That portion of the Community Assessment which shall be payable by each Owner of a Dwelling Unit which is subject to assessment hereunder each month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the

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number of Dwelling Units, divided by 12, so that each Owner shall pay an equal share of the Community Assessment for each Dwelling Unit owned;

(f) The estimated Detached Home Expenses;

(g) The estimated amount, if any, to maintain adequate reserves for Detached Home Expenses;

(h) The estimated net available cash receipts from sources other than assessments;

(i) The amount of the "Detached Home Assessment" payable by the Owners of Detached Homes, which shall be equal to the amount determined in (f) above plus the amount determined in (g) above, minus the amount determined in (h) above;

(j) That portion of the Detached Home Assessment which shall be payable by each Owner of a Detached Home which is subject to assessment hereunder, until the next annual Detached Home Assessment or revised Detached Home Assessment becomes effective, which monthly amount shall be equal to the Detached Home Assessment multiplied by a fraction, the numerator of which shall be the Assessment Points assigned to the Detached Home Lot in question and the denominator of which shall be the total number of Assessment Points assigned to all Detached Homes then subject to assessment hereunder;

(k) The estimated Townhome Expenses;

(l) The estimated amount, if any, to maintain adequate reserves for Townhome Expenses;

(m) The estimated net available cash receipts from sources other than assessments;

(n) The amount of the "Townhome Assessment" payable by the Owners of Townhomes, which shall be equal to the amount determined in (k) above, plus the amount determined in (l) above, minus the amount determined in (m) above;

(o) That portion of the Townhome Assessment which shall be payable by the Owner of each Townhome until the next annual Townhome Assessment or revised Townhome Assessment becomes effective, which monthly amount shall be equal to the Townhome Assessment divided by the number of Townhomes, divided by 12, so that each Owner of a Townhome shall pay an equal Townhome Assessment for each Townhome owned;

The Board shall consult with the Detached Home Committee with respect to that portion of the budget provided for in (f), (g), (h), (i) and (j) above and the Board shall consult with the Townhome Committee with respect to that portion of the budget provided for in (k), (l), (m), (n) and (o) above.

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Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's then current plan for the Development ("Declarant's Development Plan") and (ii) all proposed Dwelling Units have been sold and are occupied. The Declarant's Development Plan shall be kept on file with the Community Association and may be modified from time to time by Declarant. Prior to the Turnover Date, (i) each Owner (other than the Declarant) shall pay as the Owner's monthly share of the Community Assessment an amount equal to the budgeted Community Expenses as shown on the Stabilized Budget divided by the number of planned Dwelling Units as shown on the Declarant's Development Plan, divided by 12 so that each Owner (other than Declarant) will pay, with respect to each Dwelling Unit owned by the Owner, a monthly Community Assessment equal to what the Owner would be paying if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Dwelling Units have been built and are occupied, (ii) each Owner of a Detached Home (other than Declarant) shall pay as the Owner's monthly share of the Detached Home Assessment an amount equal to the budgeted Detached Home Expenses as shown on the Stabilized Budget, divided by the number of planned Detached Homes as shown on the Declarant's Development Plan, divided by 12, so that each Owner (other than Declarant) will pay, with respect to each Detached Home owned by the Owner, a monthly Detached Home Assessment equal to what the Owner would be paying with respect to the Detached Home if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Detached Homes have been built and are occupied, and (iii) each Owner of a Townhome (other than Declarant) shall pay as the Owner's monthly share of the Townhome Assessment an amount equal to the budgeted Townhome Expenses as shown on the Stabilized Budget, divided by the number of planned Townhomes as shown on the Declarant's Development Plan, divided by 12, so that each Owner (other than Declarant) will pay, with respect to each Townhome owned by the Owner, a monthly Townhome Assessment equal to what the Owner would be paying with respect to the Townhome if the Development were fully constructed pursuant to the Declarant's Development Plan and all proposed Townhomes have been built and are occupied. Declarant shall not be obligated to pay any Community Assessments, Detached Home Assessments or Townhome Assessments to the Community Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments, Detached Home Assessments or Townhome Assessments plus working capital contributions under Section 6.07 payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expenses, Detached Home Expenses or Townhome Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Community Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Community Association funds to be used by the Community Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant to the Community Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Community Association pursuant to this Section, the Declarant shall pay the difference to the Community Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Community Association pursuant to this Section, then the Community Association shall pay such excess to the Declarant.

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6.03 PAYMENT OF ASSESSMENT: On or before the 1st day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Community Assessment, Detached Home Assessment or Townhome Assessment, each Owner of a Dwelling Unit which is subject to assessment shall pay to the Community Association, or as the Board may direct, that portion of the Community Assessment, Detached Home Assessment or Townhome Assessment which is payable by each Owner of a Dwelling Unit under Section 6.02 above. For purposes hereof, a Dwelling Unit shall be subject to assessment hereunder only from and after such time as a certificate of occupancy has been issued by the Municipality with respect to the Dwelling Unit.

6.04 REVISED ASSESSMENT: If the Community Assessment, Detached Home Assessment or Townhome Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board (in consultation with the Detached Home Committee or Townhome Committee, as applicable) may increase or decrease the assessment payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section to (i) pay (or build up reserves to pay) expenses other than Community Expenses, Detached Home Expenses and Townhome Expenses incurred (or to be incurred) by the Community Association from time to time for a specific purpose including, without limitation, to (a) make alterations, additions, improvements, (b) provide maintenance, repair or replacement, or (c) satisfy any obligations hereunder with respect to the Community Area, Association Maintained Municipal Land, Detached Home Lots, Townhome Parcels, Townhome Common Area or Townhome Exteriors or any other property owned or maintained by the Community Association; or (ii) cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units in equal shares; except, that (a) a special assessment with respect to a Detached Home or to cover a deficit under the prior year's budget for Detached Home Expenses shall be levied only against the Owners of Detached Homes and only by action of the Detached Home Committee, and (b) a special assessment with respect to Townhomes or Townhome Common Area or to cover a deficit under the prior year's budget for Townhome Expenses shall be levied only against the Owners of Townhomes and only by action of the Townhome Committee. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Dwelling Units against which the proposed special assessment shall be levied may vote on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Community Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the repair and replacement of the following "Reserve Items": (i) improvements located on the Community Area and Association Maintained Municipal Land, (ii) improvements located on the Detached Home Lots for which the Community Association is responsible for maintaining

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hereunder, (iii) improvements located on the Townhome Parcels and Townhome Common Area for which the Community Association is responsible for maintaining hereunder and (iv) the purchase of other property to be used by the Community Association in connection with its duties hereunder. The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements with respect to the Reserve Items and periodic projections of the cost of anticipated major repairs or replacements with respect to the Reserve Items. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessments, Detached Home Assessments or Townhome Assessments as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Reserve Items shall be held by the Community Association as agent and trustee for the Owners of Dwelling Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Community Association by the Owners. The budgets which will be adopted from time to time by the Boards appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Boards elected by the Owners after the Turnover Date may use different approaches from those used by Boards appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements Reserve Items. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Community Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, Detached Home Assessments, Townhome Assessments, separate assessments or special assessments.

6.07 INITIAL CAPITAL CONTRIBUTION:

(a) Upon the closing of the first sale of a Dwelling Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Community Association in an amount equal to two (2) months of the then current Community Assessment, at the rate which shall be effective with respect to the Dwelling Unit as of the closing.

(b) In addition to the amount paid under (a) above, upon the closing of the first sale of a Detached Home by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Community Association in an amount equal to two (2) months of the then current Detached Home Assessment, at the rate which shall be effective with respect to the Detached Home as of the closing.

(c) In addition to the amount paid under (a) above, upon the closing of the first sale of a Townhome by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Community Association in an amount equal to two (2) months of the then current Townhome Assessment, at the rate which shall be effective with respect to the Townhome as of the closing.

(d) The payments made pursuant to (a), (b) and (c) above shall be held and used by the Community Association for its working capital needs.

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(e) Any advance assessment payment made hereunder shall be applied as an advance payment of assessments with respect to such period; however, if assessments increase during such period the Owner of the Dwelling Unit shall be required to pay the amount of the increase.

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Community Association shall be collected from each Owner by the Community Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Community Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN

Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Community Association all Charges made with respect to the Owner or the Owner's Dwelling Unit. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Community Association.

7.02 COLLECTION OF CHARGES: The Community Association shall collect from each Owner all Charges payable by such Owner under this Community Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Community Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Community Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with

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respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment, Detached Home Assessment, Townhome Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Community Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Dwelling Unit, judicial proceedings must be instituted before any items of construction can be altered or demolished.

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

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Community Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Community Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

7.09 ENFORCEMENT BY MUNICIPALITY: The Municipality is hereby granted the right, but shall not be obligated, to enforce the provisions, covenants and obligations of the Community Association or the Owners under this Community Declaration. If the Community Association or one or more Owners fail to comply with any provisions, covenants and obligations hereunder, the Municipality shall have the right (but shall not be obligated) to give notice to the Community Association or the offending Owner or Owners of its, his or their failure to perform its, his or their obligations. If such notice is given and the Community Association or the offending Owner or Owners do not perform to the satisfaction of the Municipality within thirty (30) days after the giving of such notice, then the Municipality may

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(but shall not be obligated to) enter upon the Premises and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the Municipality. The Community Association or the offending Owner or Owners shall, upon demand, reimburse the Municipality for the reasonable cost of such work, plus interest at the rate of eighteen percent (18%) per annum from the date incurred and paid by the Municipality through the date the Municipality is reimbursed for such cost, and if payment is not made within thirty (30) days after demand, then the amount due, plus the reasonable costs of collection, including court costs, witness and consultant fees, attorneys' fees and all other fees and expenses, shall become a lien Recordable against title to the property of the offending Owner or Owners (Detached Home Lots or Townhome Lots) or, in the case of the Community Association, the property of the Community Association and the Townhome Common Area, effective as of the date on which such work was completed; provided, however, that such lien shall be subordinate to the lien of any first mortgage on a Dwelling Unit Recorded prior to the date on which any such cost becomes a lien against the Dwelling Unit as provided above.

7.10 BACKUP SSA: The Municipality has established Special Service Area Number 7 (Timber Trails), Recorded on November 27, 2006, as Document No. 063117080, to serve as what is commonly referred to as a "Backup Special Service Area", to give the Municipality the power to levy taxes to pay the costs associated with maintaining, repairing and replacing the improvements within the Community Area and Association Maintained Municipal Land, including but not limited to the Storm Water Detention Facilities, Stormwater Management Facilities, Storm Sewer System, the Tree Conservation Areas, the Ridgewood Tree Conservation Easement, and the Pedestrian Circulation System, the fire hydrants and related water lines, the street lighting system, the bridges, the sidewalks and carriage walks, the tennis courts and tot lot, and all improvements and appurtenances, if the Community Association fails to do so and the Municipality chooses to furnish such services. The maintenance, repair and replacement work relative to the Community Area Land, the Tree Conservation Areas, the Ridgewood Tree Conservation Easement and the Pedestrian Circulation System shall consist of high quality lawn care, landscape care and tree care services to ensure the health and vitality of the grass, landscaping and trees, including but not limited to weekly grass cutting and periodic tree and landscape trimming and planting of replacement grass and landscape materials and trees in substantially similar amounts and of like quality and kind on an "as needed" basis in accordance with the Municipality-approved Final Landscaping Plan and snow removal from the Pedestrian Circulation System, guest parking spaces and Community Area and Association Maintained Municipal Land; and (2) the payment of the actual expenses, administrative costs, consultant fees and legal fees incurred by the Village, including but not limited to insurance premiums for liability insurance coverage, in connection with providing or securing one or more of the services listed above. The Municipality will not levy an annual tax under Special Service Area Number 7 (Timber Trails) to pay for one or more of the services unless the Community Association fails or refuses to (i) fulfill any one or more of its maintenance, repair and replacement obligations as contained in this Declaration or (ii) reimburse the Municipality for any expenses, costs or fees it incurs relative to providing or securing such services.

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ARTICLE EIGHT

Restrictions Relating to the Community Area and Association Maintained Municipal Land

8.01 USE RESTRICTIONS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area or Association Maintained Municipal Land.

8.02 SIGNS: Subject to the provisions of Article Ten, (i) no sign of any kind shall be maintained or permitted on any part of the Community Area, except as permitted by the Board, and (ii) no sign of any kind shall be maintained or permitted on any portion of the Association Maintained Municipal Land, except as permitted by the Municipality and the Board.

8.03 OBSTRUCTIONS AND REFUSE: Except as permitted under Article Ten, there shall be no obstruction of the Community Area or Association Maintained Municipal Land. No Owner shall store any items or materials in the Community Area without the prior written consent of the Board. There shall be no items or materials stored in the Association Maintained Municipal Land without the prior written consent of the Municipality. The Community Area and Association Maintained Municipal Land shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. Without limiting the foregoing, no obstruction shall be placed or allowed to remain, nor shall alterations be made, which in any manner impedes, retards or reduces the capacity of the free flow of water in the Storm Water Detention Facilities or the Flagg Creek Watercourse Area.

8.04 PETS: No animal of any kind shall be raised, bred or kept in any part of the Community Area or Association Maintained Municipal Land. The Board may from time to time adopt rules and regulations governing the use of the Community Area and Association Maintained Municipal Land by pets. The use of the Association Maintained Municipal Land by pets shall be regulated by the Municipality in accordance with the provisions of the Code. Any pet causing or creating a nuisance or unreasonable disturbance to an Owner shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Dwelling Unit containing such pet and the decision of the Board shall be final.

8.05 PROSCRIBED ACTIVITIES: No noxious or offensive activity shall be carried on in the Community Area or Association Maintained Municipal Land, nor shall anything be done therein, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to the Residents or public. There shall be no swimming, fishing, boating, ice skating or use of personal flotation devices in or on any detention area located on the Community Area or Association Maintained Municipal Land, it being intended that such areas shall be aesthetic amenities only and shall not be used for active recreational purposes, other than the areas improved with active recreational items (e.g., tot lot, tennis court, etc.).

8.06 PROHIBITED USES AND STRUCTURES: Unless permitted by the Board, no clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Community Area. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Association Maintained Municipal Land. Except as permitted under Section 10.03 there shall be no obstruction of the Community Area or Association Maintained Municipal Land and nothing shall be built, placed or stored on the Community Area

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without the prior written consent of the Board or on the Association Maintained Municipal Land without the prior written consent of the Municipality and the Board.

8.07 PARKING: No boats, trailers, trucks (other than a pick up truck), recreational vehicles or similar vehicles shall be stored or parked overnight on any portion of the Community Area except as permitted under rules and regulations adopted by the Board and conformance with the applicable ordinances contained in the Code.

8.08 WATERING: The Board may adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Community Areas, subject to the watering regulations contained in the Code. Without limiting the foregoing, the Board may require the Owner of a particular Dwelling Unit to be responsible for watering specific portions of the Premises as designated from time to time by the Board.

ARTICLE NINE

Restrictions Relating to the Dwelling Units

9.01 RESIDENTIAL USE:

(a) Except as provided in Article Ten or in subsections (b) and (c) of this Section, each Dwelling Unit shall be used only as a residence and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises.

(b) No Resident shall be precluded with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) To the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Dwelling Unit.

9.02 OUTBUILDINGS / CONSTRUCTION STANDARDS / RESTRICTIONS:

(a) No outbuilding, animal house, in-ground swimming pool, Jacuzzi, hot tub, fence, greenhouse, play set or other temporary or permanent structure shall be constructed on any Dwelling Unit, except as permitted pursuant to this Section 9.02 and Sections 3.07, 3.08 and 10.08, as applicable.

(b) No above ground swimming pool shall be permitted to be installed on any portion of a Dwelling Unit; provided, that, this restriction shall not apply to a structure commonly known as a "hot tub" or "jacuzzi" which permitted to be installed under Section 3.07, provided that it is built into an approved deck and is not visible from the front of the home or from homes located on adjacent Dwelling Units.

(c) No basketball hoops, swing sets, playground or athletic equipment or other related lawn toys shall be permitted on any Restricted Lot or placed in the front yard or driveway of any Dwelling Unit.

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(d) No pools, fencing, outbuildings, basketball hoops, swing sets, playground equipment or other related toys shall be permitted on any Townhome Parcels.

(e) A playset which is permitted to be installed in the rear yard of a Detached Home Lot (i) shall be of cedar material and of the quality of what is commonly known as the "Rainbow" brand or better quality, and (ii) shall not be installed on any portion of the Detached Home Lot which is within ten (10) feet of the lot line.

(f) A Detached Home Lot may be improved with a fence on that portion of the Detached Home Lot which is between the rear lot line and the back of the home provided that the fence which conforms to the following specifications:

(i) Location to conform with applicable standards and restrictions as provided under applicable ordinances of the Municipality;

(ii) Height to be four feet (4'); provided, however, that fencing required by the Municipality to be installed around a swimming pool shall be of the height required under applicable ordinances of the Municipality;

(iii) Style to be decorative aluminum, Delagard Model Doria (residential), or equivalent (see Exhibit C attached hereto).

provided, however, that if a garage service door is installed in a Detached Home, then the fence may extend beyond the back of the Detached Home, up to one (1) foot beyond the garage service door, but in no event shall any fence extend beyond the front of the Detached Home.

9.03 SIGNS: Except as otherwise provided in Article Ten or specifically approved, in writing, by the Board, no advertising sign shall be erected, placed or permitted on any Dwelling Unit; provided, however, that one (1) "For Rent" or "For Sale" sign (of not more than five (5) square feet) may be placed in a window or on the front lawn of a Dwelling Unit, subject to the reasonable rules and regulations of the Board and the sign regulations contained in the Code.

9.04 PETS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Community Area. The Board may from time to time adopt rules and regulations governing the keeping of pets in a Dwelling Unit, which may include prohibiting certain species of pets from being kept in a Dwelling Unit.

9.05 TRASH: All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Dwelling Units and streets, shall be regularly removed from the Premises, and shall not be allowed to accumulate thereon. Garbage, leaves and yard waste may not be burned on a Lot or Dwelling Unit.

9.06 NUISANCE: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Dwelling Unit.

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9.07 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

9.08 PARKING: Parking areas and driveways shall be used for parking operable automobiles only and no part of any Dwelling Unit shall be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles or boats except within the confines of a garage with the garage door closed. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. Any violation of this provision shall be deemed a nuisance under Section 9.06. Passenger motor vehicles in non-operative condition shall not be parked, except in garages with the garage doors closed.

9.09 ANTENNA/SATELLITE DISHES: Subject to applicable federal, state or local laws, ordinances or regulations, the operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar devices (other than a simple mast antenna or a satellite dish which is not visible from the front of the Dwelling Unit) shall not be allowed on the Premises.

9.10 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Dwelling Unit. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon.

9.11 TREE REMOVAL: Subject to the provisions of Section 3.07, an Owner of a Detached Home Lot may remove a tree which is located on the Detached Home Lot and which is dead, diseased or dangerous.

9.12 STORMWATER FACILITY MAINTENANCE AGREEMENT: Each owner of a Dwelling Unit shall sign a Stormwater Facility Maintenance Agreement prior to acquiring title to a Lot and agrees to comply with the provisions of the Stormwater Facility Maintenance Agreement and Section 10-11-10K (Storm Water Management Requirements For All Developments; Maintenance) of the Code.

ARTICLE TEN

Declarant's Reserved Rights and Special Provisions Covering Development Period

10.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Community Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Community Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights reserved to the Declarant in this Article shall terminate at such time as the Declarant is no longer vested with or in control of title to any portion of the Development Area.

10.02 PROMOTION OF PROJECT: In connection with the promotion, sale or rental of any improvements upon the Development Area, the Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time,

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determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Dwelling Units on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Community Association, and (iii) sell any Dwelling Unit owned by it to any person or entity which it deems appropriate. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area and Townhome Common Area, at any and all reasonable times without fee or charge.

10.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any Dwelling Unit or to the Community Area, Townhome Common Area or Association Maintained Municipal Land which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided for in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

10.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the Municipality or any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area and Townhome Common Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

10.05 DEVELOPER CONTROL OF COMMUNITY ASSOCIATION: The first and all subsequent Boards, Detached Home Committees and Townhome Committees shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. Declarant's rights under this Section to designate the members of the Board, Detached Home Committee and Townhome Committee shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Declarant to the Community Association of Declarant's election to terminate such rights, or (iii) seven (7) years from the date of Recording hereof. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board, Detached Home Committee and Townhome Committee shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights.

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10.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Community Declaration.

10.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Community Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

10.08 ARCHITECTURAL CONTROLS: Prior to such time as the Declarant no longer holds or controls title to any portion of the Development Area, no additions, alterations or improvements (including, without limitation, (i) the installation of a fence, (ii) change in the exterior color of a Dwelling Unit, (iii) construction of awnings, antenna or satellite dish, (iv) change or addition to patio or deck, (v) installation of an in-ground swimming pool, outbuilding, play set, gazebo or shed, or (vi) other similar improvements) shall be made to any Dwelling Unit which is visible from outside the home constructed thereon without the prior written consent of the Declarant. If an addition, alteration or improvement which requires Declarant approval hereunder is made to a Dwelling Unit without the prior written consent of the Declarant, then the Declarant may seek injunctive relief to cause the Owner to cease construction of and/or remove the addition, alteration or improvement. Declarant's decision to approve or disapprove an addition, alteration or improvement in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for another alteration, addition or improvement subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

ARTICLE ELEVEN Amendment

11.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Community Declaration at any time and from time to time which amends this Community Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Community Declaration or any Exhibit, (iv) to bring the Community Declaration into compliance with applicable laws, ordinances or governmental regulations, and (v) to amend Exhibit A to include additional real estate. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be

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deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

11.02 AMENDMENT: Subject to Section 11.01 and Article Thirteen, the provisions of this Community Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least Seventy-Five percent of the total votes or by an instrument executed by Owners of at least Seventy-Five Percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 11.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, and (ii) Article Ten, Article Thirteen or any other provisions relating to the rights of Declarant may be amended only with the prior written consent of the Declarant, (iii) provisions relating to the rights of the Municipality may be amended only with the prior written consent of the Municipality. No amendment which removes Premises from the provisions of this Community Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall become effective until properly Recorded.

ARTICLE TWELVE First Mortgagees Rights

12.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Community Declaration by the Community Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Community Association which are prepared for the Community Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Community Association shall permit such party to have an audited statement for the preceding fiscal year of the Community Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any substantial damage to any part of the Community Area, Townhome Common Area or the Home on the Dwelling Unit subject to the First Mortgagee's mortgage;

(e) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area, Townhome Common Area or the Dwelling Unit subject to the First Mortgagee's mortgage.

(f) Notice of any default by the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage under this Community Declaration, the By-Laws or the

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rules and regulations of the Community Association which is not cured within thirty (30) days of the date of the default;

(g) The right to examine the books and records of the Community Association at any reasonable times;

(h) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Community Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Community Association.

12.02 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Community Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE THIRTEEN Annexing Additional Property

13.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to fifteen (15) years from the date of Recording of this Community Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Community Declaration as additional Premises by recording a supplement to this Community Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Community Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any Dwelling Units contained in the Added Premises shall be referred to as "Added Dwelling Units"; any Townhome Common Area contained in the Added Premises shall be referred to as "Added Townhome Common Area". After the expiration of said fifteen (15) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Community Declaration, provided that the consent of the Owners (by number) of two-thirds (2/3) of all Dwelling Units then subject to this Community Declaration is first obtained.

13.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 13.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the

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Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

13.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, Added Dwelling Units or Added Townhome Common Area to this Community Declaration, as provided in this Article, then:

- (a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Community Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Community Declaration prior to the date of the Recording of the Supplemental Declaration;
- (b) Every Owner of an Added Dwelling Unit shall be a member of the Community Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Dwelling Units immediately prior to the Recording of such Supplemental Declaration;
- (c) In all other respects, all of the provisions of this Community Declaration shall include and apply to the Added Premises (including the Added Community Area, Added Dwelling Units or Added Townhome Common Area, if any) made subject to this Community Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Community Declaration at the time of the Recording hereof;
- (d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit or its Owner prior to such Recording;
- (e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Community Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and
- (f) Each Owner of an Added Dwelling Unit which is subject to assessment hereunder shall be responsible for the payment of the Detached Home Assessment (if the Added Dwelling Unit is a Detached Home), Townhome Assessment (if the Added Dwelling Unit is a Townhome) and Community Assessment pursuant to Section 6.02, as applicable, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Dwelling Unit became subject to assessment hereunder.

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ARTICLE FOURTEEN Party Walls

14.01 PARTY WALL: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Townhomes shall constitute and be a "Party Wall", and the Owner of a Townhome immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

14.02 RIGHTS IN PARTY WALL: Each Owner of a Townhome, which includes a portion of a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

14.03 DAMAGE TO PARTY WALL:

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Townhome which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Townhome.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Townhome which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Townhomes to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of a Townhome Exterior with respect to which the Community Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Community Association to the extent not covered by insurance.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Townhome.

14.04 CHANGE IN PARTY WALL: Any Owner of a Townhome who proposes to modify, rebuild, repair or make additions to any structure upon his Townhome in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Townhome and the Board, in addition to meeting any other requirements which may apply. In the event that a Party Wall is altered, regardless of whether all required consents have been obtained, any express or implied warranties made by the Declarant concerning the structural integrity of the Party Wall or of either the Townhomes adjacent to the Party Wall shall be null and void and the Owner who

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alters the Party Wall shall be responsible for any and all damage caused to an adjacent Townhome or improvements thereto.

14.05 ARBITRATION: In the event of a disagreement between Owners of Townhomes adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Board and the decision of the Board shall be final and binding.

ARTICLE FIFTEEN Special Development Rights

15.01 GRANT OF SPECIAL DEVELOPMENT RIGHTS:

(a) The Declarant shall have the right and power (but shall not be obligated) to grant one or more of the following Special Development Rights to a Special Development Rights Holder:

- (i) The right to construct homes and to temporarily store construction equipment and materials on such Special Development Rights Area;
- (ii) The right to construct and maintain model homes, temporary sales or leasing offices, temporary parking areas, signs, lighting, banners and other promotional materials and facilities on such Special Development Rights Area; and
- (iii) The right to use the Community Area for the purpose of showing the Premises to prospective purchasers of residential units within the Special Development Rights Area.

(b) The grant of Special Development Rights may be made in the deed which conveys a portion of the Premises to the Special Development Rights Holder or in a separate Recorded instrument ("Granting Document"). If a grant of Special Development Rights is made, the Granting Document shall include the following:

- (i) The legal description of the portion of portions of the Premises which are subject to the Special Development Rights (the "Special Development Rights Area");
- (ii) A specific list of the Special Development Rights granted;
- (iii) An expiration date for each Special Development Right granted, which shall in no event be later than such time as the Special Development Rights Holder no longer holds title to any portion of the Special Development Rights Area;
- (iv) Limitations or restrictions on the exercise of Special Development Rights;
- (v) Such other provisions as the Declarant and the Special Development Rights Holders may agree upon.

15.02 EXERCISE OF SPECIAL DEVELOPMENT RIGHTS: Special Development Rights shall be exercised subject to the following:

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(a) Each Special Development Rights Holder shall be required to pay assessments to the Association for each Dwelling Unit from time to time owned by it in the Special Development Rights Area on the same basis as each other Owner (other than Declarant); and

(b) The Special Development Rights Holder shall not be required to pay any fee or charge to the Association for the exercise of Special Development Rights granted to it over and above any assessments payable by the Special Development Rights Holder.

ARTICLE SIXTEEN

Miscellaneous

16.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Community Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepared, to his or its last known address as it appears on the records of the Community Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Community Association at the time of such transmittal, or (iii) when personally delivered to his or its Dwelling Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

16.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Community Declaration. In the event of any conflict between statements made in recitals to this Community Declaration and the provisions contained in the body of this Community Declaration, the provisions in the body of this Community Declaration shall govern.

16.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Community Declaration which shall, and all other provisions, remain in full force and effect.

16.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Community 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 rule imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Community Declaration is Recorded.

16.05 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit is held by a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Community Declaration against such Dwelling Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a

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charge or lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

16.06 SIDEWALKS: Each Owner, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Detached Home Lot or Townhome Parcel, shall be deemed to acknowledge that he or she is aware that (i) the final engineering plans for the Development include sidewalks to be constructed by the Declarant on portions of the Premises (in addition to the Pedestrian Circulation System), which may include on the Owner's Detached Home Lot or Townhome Parcel, (ii) unless required by the Municipality, the Declarant does not intend to install sidewalks on the Premises, other than the Pedestrian Circulation System and service walks which serve the homes, and (iii) in the event the Municipality requires the Declarant to install sidewalks on the Detached Home Lots and/or Townhome Parcels, as set forth in the final engineering plans, the Declarant shall have a perpetual, non-exclusive easement for access over and across the Owner's Detached Home Lot or Townhome Parcel, as the case may be, for the purpose of installing the sidewalk. In addition, each Owner does hereby acknowledge and agree that the primary means of pedestrian traffic within the Development shall be via the Pedestrian Circulation System and that the Owner will not take any affirmative action to require the installation by Declarant of the sidewalks set forth in the final engineering plans or join in any such action brought by others.

16.07 WAIVER OF IMPLIED WARRANTY OF HABITABILITY: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Dwelling Unit from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Dwelling Unit and, accordingly, no Owner of a Dwelling Unit shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

Dated: January 17, 2007

DECLARANT:

WESTERN SPRINGS ONE L.L.C., an Illinois
limited liability company

By: 

Its: MGR

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EXHIBIT A TO COMMUNITY DECLARATION FOR TIMBER TRAILS OF WESTERN SPRINGS

The Development Area

[Unit 1]

That part of the East Half of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian and the Southwest Quarter of the Section 17, Township 38 North, Range 12 East of the Third Principal Meridian, taken as a tract and described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 18; thence North 87°58'47" East along the North line of the Southeast Quarter of said Section 18, a distance of 391.70 feet to the point of beginning; thence continuing North 87°58'47" East along said North line a distance of 879.14 feet; thence North 43°03'53" East, 70.82 feet; thence North 01°51'02" West, 66.94 feet; thence North 87°58'12" East, 190.00 feet; thence North 32°33'36" East, 84.20 feet; thence North 87°58'17" East, 423.07 feet; thence South 70°52'44" East, 142.43 feet; thence North 87°58'17" East, 87.00 feet; thence South 01°56'00" East, 135.00 feet to the East/West center-line of said Section 18; thence South 87°58'47" West along said last described line a distance of 24.00 feet; thence South 21°36'27" East, 283.44 feet; thence South 02°37'47" West, 293.93 feet; thence North 87°58'47" East, 529.83 feet to the West Right of Way line of Wolf Road; thence South 03°21'06" West along said last described line, 633.34 feet; thence South 34°22'37" West, 28.81 feet (the following four (4) calls are along the Northerly line of the Plainfield Road Right of Way) thence South 65°45'07" West, 90.01 feet; thence South 70°47'35" West, 149.82 feet; thence South 19°12'26" East, 17.00 feet; thence South 70°47'35" West, 716.50 feet to a line designated as a boundary for an "Historical Marker"; thence North 62°00'31" West along said last described line a distance of 50.02 feet; thence South 06°55'41" West along said boundary for an "Historical Marker" 55.68 feet to the Northerly line of Plainfield Road; (the following six (6) calls being along said last described line) thence South 57°59'07" West, 469.20 feet; thence South 46°01'00" West, 361.84 feet; thence South 53°06'26" West, 194.12 feet; thence South 54°18'56" West, 145.47 feet; thence South 60°45'24" West, 242.01 feet; thence South 64°09'55" West, 606.04 feet to the East line of that property conveyed to the County of Cook by Warranty Deed recorded February 6, 2004 as Document No. 0403742213; (the following four (4) calls being along said East line) thence North 10°49'02" East, 155.22 feet; thence North 00°44'26" East, 809.86 feet; thence North 02°14'23" East, 1506.44 feet; thence North 22°03'52" East, 139.42 feet to the point of beginning, in Cook County, Illinois.

Also

That part of the Southeast Quarter Section 18, Township 38 North, Range 12 East of the Third Principle Meridian described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 18; thence South 01°46'04" East along the West line of the Southeast Quarter of said Section 18, a distance of 268.38 feet to the point of beginning; thence continuing South 01°46'04" East along said last described line a distance of 1001.53 feet to the North line of the property conveyed to the County of Cook by Warranty Deed recorded September 20, 1957 as Document No. 17017593; thence North 88°55'29" East, 134.83 feet (measured) 134.94 (Deed), to the West line of the property conveyed to the County of Cook by Warranty Deed recorded September 20, 1957 as Document No. 17017593; thence North 02°14'38" East along said last described line a distance of 1232.39 feet to the South line of Document No. 17065114 recorded November 14, 1957; thence South 87°04'35" West, 100.56 feet; thence South 28°57'52" West, 221.87 feet; thence South 10°14'07" West, 34.22 feet to the point of beginning, in Cook County, Illinois, containing 4.729 Acres.

Along with

That part of the Southeast Quarter of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 18; thence South 01°46'04" East along the West line of the Southeast Quarter of said Section 18, a distance of 1369.92 feet to the South line of the property conveyed to the County of Cook

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by Warranty Deed recorded September 20, 1957 as Document No. 17017593 for a point of beginning; thence continuing South 01°46'04" East along said last described line a distance of 800.63 feet to the West line of the property conveyed to the County of Cook by Warranty Deed recorded September 20, 1957 as Document No. 17017593; (the following two (2) calls being along said last described line) thence North 09°28'30" East, 568.85 feet; thence North 02°14'38" East, 241.74 feet to the South line of the property conveyed to the County of Cook by Warranty Deed recorded September 20, 1957 as Document No. 17017593; thence South 88°55'29" West, 127.83 feet (measured) 127.81 (Deed), to the point of beginning, in Cook County, Illinois. Containing 1.373 Acres.

[Unit 2]

Outlot N in Timber Trails Unit 1, being in Subdivision of part of the West Half of the Southeast Quarter of Section 18, Township 38 North, Range 12 East of the Third Principle Meridian, recorded October 27th, 2005 as, Document No. 0530003135, all in Cook County, Illinois.

Also described as:

That part of the Southeast Quarter of Section 18, Township 38 North, Range 12 East of the Third Principal, described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 18; thence North 87°58'47" East along the North line of the Southeast Quarter of said Section 18, a distance of 391.70 feet to the point of beginning; thence continuing North 87°58'47" East along said last described line a distance of 376.51 feet; thence South 17°46'00" East, 136.53 feet; thence South 19°09'41" East, 30.05 feet; thence South 11°44'02" East, 44.43 feet; thence South 21°36'26" East, 177.07 feet; thence South 10°10'04" East, 46.91 feet; thence South 02°37'47" West, 148.58 feet; thence South 19°46'39" West, 56.12 feet; thence Southerly along a curve non-tangent to the last described line being concave Easterly having a radius of 255.00 feet and a chord bearing of South 11°52'43" West a distance of 285.37 feet; thence South 32°00'53" East along a line non-tangent to the last described curve, 62.80 feet; thence South 57°59'07" West, 5.20 feet; thence South 32°00'53" East, 78.00 feet; thence South 25°08'14" East, 50.45 feet; thence South 06°20'03" East, 24.32 feet; thence South 57°59'07" West, 13.03 feet; thence South 52°31'53" East, 122.79 feet; thence South 13°22'35" East, 31.66 feet; thence Southeasterly along a curve non-tangent to the last described line being concave Southerly having a radius of 24.00 feet and a chord bearing of South 65°13'31" East a distance of 47.58 feet to a point of reverse curvature; thence Southerly along a curve concave Easterly having a radius of 210.00 feet and a central angle of 17°17'57" a distance of 63.40 feet to a point of tangency; thence South 25°44'05" East, 113.93 feet to a point of curve; thence Southerly along a curve concave Westerly having a radius of 129.00 feet and a central angle of 01°52'09" a distance of 4.21 feet to a point of tangency; thence South 23°51'56" East, 32.68 feet; thence South 20°58'50" East, 79.47 feet; thence South 23°51'56" East, 24.53 feet to a point of curve, thence Southerly along a curve concave Easterly having a radius of 100.00 feet and a central angle of 24°36'44" a distance of 42.96 feet to a point of reverse curvature; thence Southerly along a curve concave Westerly having a radius of 100.00 feet and a central angle of 20°38'01" a distance of 36.01 feet to a point of tangency; thence South 27°50'39" East, 10.21 feet to the most Easterly corner of Outlot N in Timber Trails Subdivision Unit 1, recorded October 27, 2005 as a Document No. 0530003135; (the following five (5) calls being along the Southeasterly boundary of said Outlot N and the Northwesterly line of Plainfield Road), thence South 57°59'07" West 382.10 feet; thence South 46°01'00" West, 462.81 feet to a point of curve; thence Southwesterly along a curve concave Northwesterly having a radius of 470.87 feet and a central angle of 14°19'19" a distance of 117.70 feet to a point of tangency; thence South 60°20'19" West, 590.24 feet; thence South 64°09'55" West, 377.75 feet to the Southwesterly corner of said Outlot N; (the following four (4) calls being along the Westerly boundary of said Outlot N), thence North 10°49'02" East, 155.22 feet; thence North 09°44'26" East, 809.86 feet; thence North 02°14'23" East, 1506.44 feet; thence North 22°03'52" East, 139.42 feet to the point of beginning, all in Cook County, Illinois. Containing 58.257 +/- Acres.

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EXHIBIT B COMMUNITY DECLARATION FOR TIMBER TRAILS OF WESTERN SPRINGS

The Premises

I. The Premises

- A. Lots 1 through 69, both inclusive, Lot 105, Lot 222, Lot 233 and Lots 234 through 249, both inclusive, in Timber Trails Subdivision Unit 1, being a subdivision of Part of the Southeast Quarter and the Northeast Quarter of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, along with Part of the Southwest Quarter of Section 17, Township 38 North, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois, pursuant to the plat thereof recorded in Cook County, Illinois on October 27, 2005, as Document No. 0530003135, and amended by Certificate of Correction recorded in Cook County, Illinois on February 15, 2006 as Document number 0604634053 ("Timber Trails Subdivision Unit 1").

II. Dwelling Units:

A. Detached Home Lots:

1. A Lots:

Lot 2, Lots 19 through 27, both inclusive and Lots 33 through 46, both inclusive, in Timber Trails Subdivision Unit 1.

2. B Lots:

Lot 3, Lots 9 through 13, both inclusive, Lots 15 through 18, both inclusive, Lots 30 through 32, both inclusive, Lot 63, Lot 64, Lot 222, Lot 233 and Lot 234 in Timber Trails Subdivision Unit 1.

3. C Lots:

Lot 1, Lots 4 through 8, both inclusive, Lot 14, Lots 28, Lot 29, Lots 47 through 62, both inclusive, Lots 65 through 69, both inclusive, and Lot 105 in Timber Trails Subdivision Unit 1.

B. Townhome Lots:

Lots 235 through 249, both inclusive, in Timber Trails Subdivision Unit 1.

III. Community Area:

- A. OUTLOTS B, C, M, X AND Y IN TIMBER TRAILS SUBDIVISION UNIT 1 AND THAT PART OF OUTLOT A IN TIMBER TRAILS SUBDIVISION UNIT 1

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DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 47 OF SAID TIMBER TRAILS UNIT 1; THENCE SOUTH $70^{\circ}52'44''$ EAST ALONG THE NORTH LINE OF SAID TIMBER TRAILS UNIT 1, A DISTANCE OF 117.08 FEET; THENCE NORTH $87^{\circ}58'17''$ EAST ALONG THE NORTH LINE OF SAID TIMBER TRAILS UNIT 1, A DISTANCE OF 87.00 FEET; THENCE SOUTH $01^{\circ}56'00''$ EAST ALONG THE EAST LINE OF SAID TIMBER TRAILS UNIT 1, A DISTANCE OF 135.00 FEET; THENCE SOUTH $87^{\circ}58'47''$ WEST ALONG A NORTHWESTERLY LINE OF SAID TIMBER TRAILS UNIT 1; THENCE SOUTH $21^{\circ}36'27''$ EAST ALONG THE EAST LINE OF SAID TIMBER TRAILS UNIT 1, A DISTANCE OF 137.07 FEET; THENCE SOUTH $87^{\circ}58'17''$ WEST, A DISTANCE OF 200.01 FEET; THENCE NORTH $27^{\circ}41'13''$ EAST TO A POINT ON A CURVE, A DISTANCE 94.10 FEET; THENCE NORTHERLY ALONG A PARALLEL CURVE 10 FEET EAST OF THE EASTERLY RIGHT OF WAY OF PIN OAK DRIVE BEING A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 52.50 FEET AND A CHORD BEARING OF NORTH $03^{\circ}52'05''$ EAST, A ARC DISTANCE OF 111.37 FEET TO A POINT ON THE EAST LINE OF SAID LOT 47 IN SAID TIMBER TRAILS UNIT 1; THENCE NORTH $33^{\circ}05'38''$ EAST ALONG THE EAST LINE OF SAID LOT 47, A DISTANCE OF 23.37 FEET; THENCE NORTH $02^{\circ}01'43''$ WEST ALONG THE EAST LINE OF SAID LOT 47, A DISTANCE OF 111.30 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

- B. [FLAGG CREEK WATER COURSE AREA] THAT PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTH EAST QUARTER (ALSO KNOWN AS THE NORTH SOUTH QUARTER LINE) OF SAID QUARTER SECTION, 66 FEET NORTH OF THE SOUTH WEST CORNER OF THE SOUTH EAST QUARTER, FOR A POINT OF BEGINNING; THENCE NORTH 418.58 FEET ALONG THE WEST LINE OF THE SOUTH EAST QUARTER TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 11 DEGREES 44 MINUTES 47 SECONDS WITH THE LAST DESCRIBED LINE IN THE NORTH EAST QUADRANT OF THEIR INTERSECTION; THENCE NORTH EASTERLY 568.85 FEET ALONG SAID LINE TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 8 DEGREES 01 MINUTES 45 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE; THENCE NORTHERLY 1614.90 FEET ALONG SAID LINE TO A POINT ON THE NORTH LINE OF THE SOUTH EAST QUARTER, SAID POINT BEING 224.07 FEET EAST OF THE NORTH WEST CORNER OF THE SOUTH EAST QUARTER AS MEASURED ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 167.63 FEET ALONG THE NORTH LINE OF THE SOUTH EAST QUARTER TO A POINT ON A LINE, WHICH FORMS AN ANGLE OF 65 DEGREES 54 MINUTES 43 SECONDS WITH THE LAST DESCRIBED LINE IN THE SOUTHWEST QUADRANT OF THEIR INTERSECTION; THENCE SOUTH WESTERLY 133.32 FEET ALONG SAID LINE, TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 20 DEGREES 04 MINUTES 25 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE; THENCE SOUTHERLY 1505.43 FEET ALONG SAID LINE TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 8 DEGREES 01 MINUTES 45 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE; THENCE SOUTH WESTERLY 808.93 FEET ALONG SAID LINE TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 1 DEGREE 20 MINUTES 32 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE; THENCE SOUTH WESTERLY 155.20 FEET ALONG SAID LINE TO A POINT ON A LINE RUNNING

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IN A NORTH EASTERLY SOUTH WESTERLY DIRECTION, OF WHICH ONE END OF SAID LINE INTERSECTS THE NORTH-SOUTH QUARTER LINE OF SAID SECTION AT THE POINT OF BEGINNING (66 FEET NORTH OF THE SOUTH WEST CORNER OF THE SOUTH EAST QUARTER) AND THE OTHER END OF SAID LINE INTERSECTS A LINE WHICH IS PERPENDICULAR TO THE CENTER LINE OF PLAINFIELD ROAD AT A POINT 33 FEET NORTH WESTERLY FROM SAID CENTER LINE (SAID PERPENDICULAR LINE BEING 636.0 FEET NORTH EASTERLY FROM THE SOUTH LINE OF SAID SECTION AS MEASURED ALONG THE CENTER LINE OF PLAINFIELD ROAD) THENCE SOUTH WESTERLY 38 FEET ALONG SAID NORTH EASTERLY SOUTH WESTERLY LINE TO THE POINT OF BEGINNING.

ALSO

THAT PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE WEST LINE OF THE SOUTH EAST QUARTER OF SAID SECTION, 1269.90 FEET SOUTH OF THE NORTH WEST CORNER OF THE SOUTH 1269.90 FEET SOUTH OF THE NORTH WEST CORNER OF THE SOUTH EAST QUARTER, AS MEASURED ALONG THE WEST LINE OF SAID QUARTER SECTION, FOR A POINT OF BEGINNING; THENCE 100.01 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 18 MINUTES 30 SECONDS WITH THE WEST LINE OF SAID QUARTER SECTION IN THE NORTH WEST QUADRANT OF THEIR INTERSECTION; THENCE EASTERLY 127.81 FEET ALONG SAID LINE TO A POINT ON A LINE, WHICH FORMS AN ANGLE OF 93 DEGREES 19 MINUTES 24 SECONDS WITH THE SAID EASTERLY LINE, IN THE NORTH WEST QUADRANT OF THEIR INTERSECTION; THENCE NORTH EASTERLY 100.02 FEET ALONG SAID LINE TO A POINT ON A LINE, WHICH FORMS AN ANGLE OF 93 DEGREES 19 MINUTES 24 SECONDS WITH THE LAST DESCRIBED LINE IN THE NORTH WEST QUADRANT OF THEIR INTERSECTION THENCE WESTERLY 134.94 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

IV. Townhome Common Area:

All portions of each Townhome Lot described in Section II.B. above outside the Townhomes constructed on the Townhome Lot.

V. Association Maintained Municipal Land:

Outlots D, E, F, G, H, I, J, K and L in Timber Trails Subdivision Unit 1 [Tree Preservation Area].

VI. Restricted Lots:

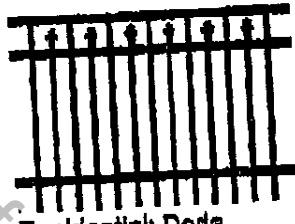
Lot 2, Lots 19 through 27, both inclusive and Lots 33 through 46, both inclusive, in Timber Trails Subdivision Unit 1.

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EXHIBIT C COMMUNITY DECLARATION FOR TIMBER TRAILS OF WESTERN SPRINGS

Fence Style

Delgard Model Doria (residential) or equivalent as depicted and described below.



Residential: Doria

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

Pin numbers

18-18-400-023

18-18-400-024

18-18-400-025

18-18-400-026

18-18-400-033

18-18-400-034

18-18-400-035

18-18-400-036

18-18-201-042

18-18-220-047

18-17-300-030