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Cook County Recorder of Deeds  
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## **COOK COUNTY, ILLINOIS RECORDING COVER SHEET**

**FOR**

**SAVOY CLUB SUBDIVISION**

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**PINs:**

**18-31-200-007-0000; 18-31-200-008-0000**

**18-31-200-012-0000; 18-31-200-017-0000**

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## SAVOY CLUB SUBDIVISION

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by Savoy Club, LLC., an Illinois Limited Liability Company, hereinafter referred to as "Declarant."

#### RECITALS:

Savoy Club, LLC is also the Developer and Owner of the subject property ( hereinafter referred to as "Savoy Club"), which is legally described as follows:

Lots 1 through 53 and Outlots A, B, C and D in Savoy Club, being a subdivision in part of the Northwest Quarter and part of the Northeast Quarter of Section 31, Township 38 North, Range 12, East of The Third Principal Meridian.

Callaghan Associates, Inc. is the intended General Contractor of the "Savoy Club." Declarant intends to improve Savoy Club as a development of single family detached Cluster Homes. Each "Cluster Home" is intended to be a single-family private residence erected on a separate lot. Developer further intends to build these Cluster Homes on Lots designed slightly larger than each Cluster Home. Each Cluster Home lot shall be surrounded by a landscaped common area, designated on the Plat of Subdivision of Savoy Club (hereinafter " the Plat") as Outlot A, which will be owned by Savoy Club Homeowners Association, Inc. an Illinois not-for-profit corporation ("Association"). All of the Cluster Homes within Savoy Club shall be accessed by a system of interconnected private streets, designated on the Plat as Outlot C. The storm water management for Savoy Club has been designed for collection in ponds within the Common Area designated as ponds A through C on Outlot A. Entry to Savoy Club shall be identified by a gate house, to be constructed on Outlot D, which shall be maintained by the Association, but shall not be staffed, nor equipped presently, or in the future, with any arm or gate intended to control or restrict access from the general public. Declarant intends that any staffing of the gatehouse or use of any mechanical vehicular control must be approved by the Village Board of the Village of Burr Ridge. Lot 53 is intended to be a public park that will be conveyed to the Pleasant Dale Park District, subject to the continuing obligation of the Association to maintain the landscaping of the park as a common expense of the Association until the Park District assumes the maintenance obligation.

Declarant further desires to provide for the preservation of the distinctive quality of the design of Savoy Club and to assure the continued maintenance of the common area and the exterior of the residences which will be constructed therein. For these purposes, Declarant desires to subject the real property hereinafter described to the covenants, conditions, restrictions, reservations, grants and easements herein set forth (all of which are hereinafter referred to collectively as the "Covenants, Conditions and Restrictions").

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NOW, THEREFORE, Savoy Club, LLC., for the purposes above set forth, hereby declares as follows:

## ARTICLE ONE **Definitions**

The following words, phrases, and terms shall be defined for use herein as follows:

1.0 Annexation Agreement: An agreement dated October 10, 2005 setting forth the terms and conditions of the annexation of a portion of the property into the Village of Burr Ridge, which agreement is attached to and made a part of the Annexation Ordinance No. 1046 passed and approved by the Village Board of the Village of Burr Ridge on October 10, 2005.

1.1 Association: Savoy Club Homeowners' Association, Inc., an Illinois not-for-profit corporation, its successors and assigns.

1.2 Board: The Board of Directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Section 9.4 hereof.

1.3 By-Laws: The By-Laws of the Association.

1.4 Cluster Home: A single-family residence erected on a separate Lot within the Savoy Club Subdivision.

1.5 Cluster Home Lot: Any one of Lots 1 through 52, both inclusive, in Savoy Club Subdivision, subject to the Covenants, Conditions and Restrictions, including the Residence to be constructed thereon.

1.6 Common Area: Outlots A, B, C and D as set forth on the Plat of Subdivision of Savoy Club.

1.7 Common Expenses: The expenses of administration (including management, and professional services), maintenance, operation, repair, replacement, landscaping, and snow removal of the Common Area; the cost of additions, alterations, or improvements to the Common Area; the cost of insurance for the Common Area; the cost of any necessary utility expenses for the Common Area and, if not separately metered, charged or designated herein as a Residence Expense, any expenses designated as Common Expenses by this Declaration or the By-Laws; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

1.8 Declarant and Developer: Savoy Club, LLC., an Illinois Limited Liability Company, its successors and assigns.

1.9 Declaration: This instrument as amended or supplemented from time to time.

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1.10 Owner: A record owner, whether one or more persons, of fee simple title to any lot upon which a residence has been built, excluding those having an interest merely as security for the performance of an obligation.

1.11 Park District: The Pleasant Dale Park District, Burr Ridge, Illinois.

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

1.13 Plat: The Plat of Subdivision of Savoy Club recorded in the office of the Recorder of deeds of Cook County.

1.14 Property: All the land, property, and space comprising Savoy Club as legally described above, all improvements and structures erected, constructed or contained therein or thereon, including Residences, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, hereby or hereafter subjected to the Covenants, Conditions and Restrictions.

1.15 PUD: A special use in the R-3 zoning classification of the Village of Burr Ridge passed and approved by the Village Board of the Village of Burr Ridge on October 10, 2005 under Ordinance A-834-27-03.

1.16 Residence: A single-family Cluster Home constructed on a separate Cluster Home Lot.

1.17 Residence Expenses: Any expense other than a Common Expense, incurred by the Board which is to be charged to any Owner. A Residence Expense shall include, without limitation, the cost of any maintenance, repairs, or replacements or other services furnished by the Association to a Residence and any expenses which are specifically designated as Residence Expense in this Declaration or the By-Laws.

1.18 Rules and Regulations: The Rules and Regulations adopted from time to time by the Board governing Savoy Club and the use of Savoy Club by the Owners and by all other persons.

1.19 Storm Water Management System: Natural and man-made means of draining surface or subsurface water from land or holding said water on land, including, but not limited to, detention/retention basins and their restrictor devices, storm sewer pipes, culverts, manholes, catch basins inlets, flood plain areas, and appurtenances as more particularly shown on certain engineering plans prepared by Engineering Resource Associates, Inc. dated November 27, 2006.

1.20 Village: The Village of Burr Ridge, Illinois.

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1.21 Voting Member: The person entitled to membership in the Association and who shall be entitled to vote at meetings of the Owners, as more fully set forth in Article Nine.

## ARTICLE TWO

### Property Subject to Covenants, Conditions and Restrictions

2.1 Savoy Club: Subject to Covenants, Conditions and Restrictions. Savoy Club is hereby made and declared to be subject to the covenants, conditions, restrictions, reservations, grants and easements contained in this Declaration, and the sale, transfer, mortgage, conveyance, use or occupation of the Residences and the Common Area are and shall at all times hereafter be subject to the Covenants, Conditions and Restrictions.

## ARTICLE THREE

### General Purpose of Declaration

3.1 Statement of Purpose. The purpose of this Declaration is to insure proper use and appropriate development and improvement of Savoy Club and every part thereof; to protect the owners of the property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements, and to insure a continuation of the desired high standards of maintenance and services for the benefit and convenience of all owners of property and all residents. It is the purpose of this Declaration, in general, to provide adequately for a residential subdivision of a high quality and character.

## ARTICLE FOUR

### The Cluster Home Lots and The Owners

4.1 Creation of Cluster Home Lots. The Cluster Home Lots were created by the recording of the Final Plat of Subdivision of Savoy Club as Lots 1 through 52. Said Plat of Subdivision shows, for each Cluster Home Lot, a lot number, the legal description, boundary dimensions, and configuration.

4.2 Designation of Cluster Home Lot. Each Cluster Home Lot may for all purposes, including but without limitation, conveyances and mortgages, be identified and referred to by the number described and delineated on Savoy Club Plat of Subdivision, which plat was recorded in the Recorder's Office of Cook County, Illinois.

## ARTICLE FIVE

### Restrictions

5.1 Land Use and Building Type. All Cluster Home Lots in Savoy Club shall be used for single-family, private residence purposes only, and no building or structure other than

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a single-family private "Cluster Home" residence shall at any time be constructed or maintained on any Cluster Home Lot within Savoy Club. No accessory buildings or structures, including by way of illustration and not by way of limitation, sheds, dog houses, swimming pools, or other accessory buildings or structures, shall at any time be constructed or maintained on any Cluster Home Lot or within the Common Area, except for any entry building on Outlot D. All buildings or structures erected on the Properties shall be of new construction, and no buildings or structures shall be moved from other locations to the Properties. No subsequent buildings or structures other than Cluster Homes shall be built on any Lot where the Declarant has therefore constructed a Cluster Home. The garages shall be used for parking automobiles and other motor vehicles and for storage, and for no other purpose, subject to such reasonable rules and regulations as may be adopted by the Board.

5.2 Business Use and Signs. No industry, business, trade occupation or profession of any kind, whether commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Lot, except for model homes and sales offices which may be operated by the Developer or its designees during the construction and sales period. No advertising signs or billboards, "For Lease" or "For Sale" signs, shall be erected, placed or permitted to remain on any Lot. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Developer or its designees, or the use or operation of sales offices or model Residences on any Lot by Developer or its designees during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time.

5.3 Personal and Professional Use. The restrictions in Sections 5.1 and 5.2 shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining a personal professional library therein; (b) keeping personal business records or accounts therein; or (c) handling personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said sections.

5.4 Parking and Outside Storage. The outdoor parking areas shall be used for the parking of passenger automobiles. No boats, trailers, recreational vehicles, trucks or vehicles bearing signs on their exteriors or other vehicles or property of any kind shall be parked or stored within the Properties unless permitted by such rules and regulations as the Board may prescribe (except for vehicles, trucks, equipment and other personal property which may be operated by the Developer or its designees during the construction or sales period). Every Owner, occupant and other person shall be responsible for their personal property on the Lot. No snowmobile, dune buggy, three- or four-wheeled off-road vehicles or similar motorized device may be operated anywhere within Savoy Club, unless permitted by the rules and regulations.

5.5 Changes or Improvements to Exteriors of Buildings. Any additions, changes or improvements to any building, changes in the colors of exterior building surfaces or any part thereof (including roofs, siding, trim, doors, storm doors, storm windows, air



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conditioning units , awning, canopy, or shutter) or the placement of patios or decks on the rear portion of any Lot or the addition or removal of any landscaping or plant materials by Owner will be allowed only with the approval of the Association referred to herein. This Article shall not restrict Owners from planting or maintaining flowers in a Cluster Home lot or common area adjoining each residence, provided that such use of the common area does not interfere with the use and enjoyment of the common area by other Owners and approval has been granted by the Association.

5.6 Window Covering. The covering of the interior surfaces of the windows or other glass surfaces whether by window grilles, shades, draperies or other items visible from the exterior of the Residence, shall be subject to the rules and regulations of the Board. No newspapers, paper or other temporary window coverings may be used to cover the windows in any Residence, except that plain white paper may be used for a period not exceeding 30 days from the date of closing.

5.7 Proscribed Activities. No unlawful, noxious, loud or offensive activity shall be conducted on any Lot or in the Common Area, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Lots. No objects of unsightly appearance or nuisance shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb any resident of the Properties. No clothes, sheets, blankets, laundry of any kind, or similar articles shall be hung out on any part of the Lot, except as permitted by rules and regulations of the Board. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. Statuary, bird baths and landscaping structures are all subject to the approval of the Board.

5.8 Use Affecting Insurance. Nothing shall be done or kept on any Lot or in the Common Area which will increase the rate of insurance applicable to the improvements or contents thereof, without prior written consent of the Board. No Owner shall permit anything to be done or kept on their Lot or in the Common Area which will result in the cancellation of insurance on the improvements or contents thereof, or which would be in violation of any law.

5.9 Structural Impairment. Nothing shall be done on any Lot which will damage the structural integrity of any Building or which would structurally change the building except as otherwise herein provided. No Owner shall overload the electrical wiring in a building or operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

5.10 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs and cats kept as household pets, subject to rules and regulations adopted by the Board, provided they are not kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Properties upon five (5) days written notice from the Board to the Owner of the Lot maintaining the pet, and the decision of the Board shall be final.

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5.11 **Trash Removal.** All rubbish, trash and garbage shall be stored inside of the Owner's garage or residence and shall be regularly removed from the Properties. No garbage or recycling containers may be kept outside, except as permitted by the Rules and Regulations. The foregoing restrictions shall not apply to the activities of Declarant, its designees and those working for or on behalf of Declarant during the construction and sales period.

5.12 **Landscaping Controls.** Initial landscaping shall be done by Developer, and changes in such landscaping shall be made by an Owner only with the prior approval of the Declarant or the Board. The Developer or the Board has the right, in making a judgment as to the giving or withholding of approval of plans and specifications submitted to the Developer or the Association, to consider the desirability of the proposed landscaping or grading in relation to other landscaping and grading in Savoy Club, and to consider the character and qualities of the residential development existing or being created within Savoy Club.

5.13 **Nameplates, Antennae, Lighting, and Other Such Matters.** There shall be not more than one nameplate on each Cluster Home Lot. Style, size and location of nameplates shall be prescribed by the Rules and Regulations of the Association. No television or radio antennae (including satellite dishes of all kinds), tower, or other receiving or transmitting devices shall be erected outdoors without the prior consent of the Declarant or the Board. The Association may adopt such reasonable restrictions as to the location and attachment of any satellite dishes or antennae as may be permitted by law. No laundry shall be dried outdoors.

5.14 **Village of Burr Ridge Restrictions-** It is the intention of the Declarant that all restrictions and conditions set forth in the PUD, Annexation Agreement, Final Plat of Subdivision, and the Village of Burr Ridge subdivision, zoning and building codes shall govern the initial and ongoing development of Savoy Club. Any changes, improvements or activities affecting the buildings, structures or development of any lot or outlot in Savoy Club must be completed in conformance with both this Declaration and the PUD, Annexation Agreement and the applicable Village codes. In the event of any conflict between the provisions of this Declaration, the PUD, the Annexation Agreement, Final Plat of Subdivision, and/or the Village subdivision, zoning and/or building codes, the more restrictive provision shall be deemed controlling.

5.14 **Covenants, Conditions and Restrictions - Running with the Land.** The covenants, conditions and restrictions created by this Declaration run with the land both as to burden and benefit, and every conveyance or other instrument affecting Savoy Club shall be deemed subject to these Covenants, Conditions and Restrictions were fully set forth in said conveyance or other instrument. Violation of the foregoing restrictions shall entitle the Association to enforce the rights and remedies hereinafter specified, including fines and reasonable attorneys' fees, whether or not said violation constitutes a nuisance.



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## ARTICLE SIX The Association

6.1 **Incorporation of Association.** Declarant will cause to be incorporated prior to conveyance of the first Lot to an Owner, other than Declarant, The Savoy Club Homeowners' Association, an Illinois Not For Profit Corporation.

6.2 **Membership.** Every person or entity including the Declarant, who is a record owner of a fee or an undivided fee interest in any Lot which is subject to these covenants, conditions and restrictions, including contract sellers, shall be a member of the Association, and each purchaser of any Lot by acceptance of a deed therefore covenants and agrees to be a member of the Association whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. One, and only one, Owner of each Cluster Home Lot established by the Plat shall be included in the Voting Membership of the Association. Membership shall be appurtenant to and may not be separated from the fee ownership of any Cluster Home Lot. Ownership of such Cluster Home Lot shall be the sole qualification for membership. For the purpose of this Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Cluster Home Lots.

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

## ARTICLE SEVEN Maintenance of Community Interests

7.1 **Lease.** No Residence Owner may dispose of a Residence or any interest in a Residence by lease without approval of the lease by the Association. Any Owner may lease his Cluster Home Lot, subject to the terms and conditions herein contained and the provisions of the Rules and Regulations adopted by the Board from time to time. No lease may be for a period of less than two (2) years. All leases, together with the proscribed lease application, must be submitted to the Association for approval not less than 30 days prior to the commencement of the lease term. All leases must be made expressly subject to the terms of this Declaration. In the event any Owner leases, his residence, he shall at all times keep the Association advised in writing of the address of his own current residence and any changes thereto, and of the name(s) of his tenant(s).

7.2 **Limit Of Number Leased.** The Association may, pursuant to the provisions of the Rules and Regulations, limit the number of Cluster Home Lots that may be leased within a twelve month period. The Association may impose a penalty upon any Owner

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violating such a restriction, in addition to any other right or remedy granted to the Association herein.

## 7.3 Notice to Association.

(1) Sale. A Residence Owner intending to make a "bona fide" sale of his Residence shall give to the Association notice of such intention, together with such information concerning the intended purchaser as the Association may require. The notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.

(2) Lease. A Residence Owner intending to make a "bona fide" lease of his entire Residence shall give to the Association notice of such intention, together with the name, address, and such other information concerning the intended lessee and immediate family as the Association may require, together with a copy of the proposed lease.

(3) Gift, Devise or Inheritance, Other Transfers. A Residence Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Residence Owners as the Association may require and a copy of the instrument evidencing the Owner's title.

7.4 Homeowners' Association Documents. It shall be the responsibility of the transferor of a Residence to transfer to transferee all the Homeowners' Association Documents originally provided to said transferor. The transferee shall be bound by the terms of the Homeowners' Association Documents even though the transferor has failed to comply herewith.

7.5 Proviso. No certificate of payment shall be issued by the Association, as provided in this Article and the By-Laws, until all sums due by the Residence Owner pursuant to this Declaration are current and paid.

7.6 Inapplicability to Declarant. None of the provisions of this Article shall apply to any Residence owned, initially or reacquired, by Declarant or any corporation that is a parent, affiliate or subsidiary of Declarant and said firms may sell or lease any such Residences as they deem fit.

7.7 Inter-Family Transfers. None of the provisions of this Article shall apply to a transfer between joint or co-tenants, or among spouses, or immediate families where the grantee is not to take immediate possession (i.e. Life-estate deed, joint tenancy with children, etc.). However, they shall govern at the time that any previously unapproved party takes possession of a Residence.

7.8 Illinois Land Trust. None of the provisions of this Article shall apply to a transfer into an Illinois Land Trust where the beneficiaries are the grantors in the deed of conveyance into said Illinois Land Trust. Notwithstanding anything contained herein to the

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contrary, the provisions of this Article shall apply to the sale or transfer of a beneficial interest in an Illinois Land Trust.

## ARTICLE EIGHT Easements

8.1 **Ingress/Egress Easement for Utilities.** A perpetual easement is hereby reserved and granted to the Village of Burr Ridge and to those public utility companies noted on the Final Plat and operating under franchise from the Village of Burr Ridge, including but not limited to, Commonwealth Edison, Ameritech, Northern Illinois Gas, Hinsdale Sanitary District, cable television companies, and their successors and assigns over Outlots A, B, C and D and Lot 53 for the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain and operate various utility transmission and distribution systems, including, but not limited to, water lines and storm and/or sanitary sewers, together with any and all necessary manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village or utility over, upon, along, under and through said Lots together with right of access across the subdivision, for the necessary men and equipment to do any of the above work. The right is also granted to cut down, trim or remove, without obligation to restore or replace, any obstruction, including but not limited to, trees, shrubs, other plants, structures or other improvements on the easement that interfere with the operation of the utilities. Where any area within the easement is used for utilities, the utility installation shall be subject to the approval of the Village as to design and location. All installations are subject to the ordinances of the Village of Burr Ridge.

Each Owner, and all persons whose rights are derived from the Owner, has an easement freely to make all reasonable and proper use of the common area, and all improvements thereon. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) The right of the Homeowners Association to pass reasonable rules and regulations;
- (b) The right of the Homeowners Association to establish reasonable procedures and measures with respect to entry into the common area;
- (c) The rights of the Homeowners Association to levy assessments as provided in this Declaration;
- (d) The rights of the Homeowners Association and the rights of the Declarant reserved under this Declaration;
- (e) The right of the Declarant and Homeowners Association to dedicate, convey, or transfer all or any part of Lot 53, and Outlots A, B, C and D to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by the Board;
- (f) The right of the Homeowners Association to regulate the parking of vehicles within the common area;
- (g) The right of the Homeowner Association to establish landscaping and pond maintenance programs to maintain the common area.

8.2 **Municipal Services Easement.** A perpetual easement is further hereby reserved and granted to the Village of Burr Ridge, other governmental authorities having jurisdiction of

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the land subdivided thereby, and the Association members over Outlots A, B, C and D for ingress, egress, and the performance of municipal and other governmental services, including, but not limited to, water, storm and sanitary service and maintenance, drainage and detention purposes and maintenance, and emergency and routine police, fire and other public safety-related services; provided, however, the Village shall have no duties with respect to any private streets, detention improvement or landscaping, which are to be constructed in the subdivision and which shall be maintained by Savoy Club Homeowners' Association.

8.3 Easements for Storm Water Management Facilities and Maintenance. There is hereby created and reserved to the Homeowner's Association and Declarant, over, under, upon and across the P.U.E. Easements and the Storm Water Management System Easement Area contained on Outlot A, a perpetual nonexclusive easement for the purpose of construction, maintaining and using a Storm Water Management System, including but not limited to storm water swales, conduits, pipes, detention/retention ponds, basins, pumps, and other facilities for storm water management for the benefit of all of the subdivision. Declarant further reserves for itself and for all successor Owners a perpetual, nonexclusive easement appurtenant for storm water flow and drainage upon and across the Premises in the manner provided for in the engineering plans prepared by Engineering Resource Associates, Inc. dated November 27, 2006. The ownership of any Lot shall be at all times subject to the easements created herein and to the following:

(a) No use of the Premises shall be made or permitted which, with respect to any portion of the Storm Water Management System Easement Area or the P.U. E. Easements, which in any manner (i) pollutes the water, or (ii) obstructs, hinders, or lessens either the storage capacity of the detention/retention ponds, basins or flood plain areas or the flow of storm water into, out of, or through, any of the detention/retention facilities. A determination by the Homeowner's Association that such pollution, obstruction, hindrance or lessening has occurred shall be conclusive and binding upon any Owner. Upon written notice of any such determination, the Owner of the Lot on which such pollution, obstruction, hindrance or lessening has occurred shall be responsible to, and shall immediately remove, cure and correct such condition, so as to restore the normal water quality, flow, and capacity.

(b) No improvements shall be made to any Lot which increase the amount of storm water run-off from such Lot or change or interfere with the grading of the Premises established by Declarant without prior written approval of the Board as provided for in this Declaration.

(c) The Homeowner's Association shall be responsible for performing any and all regular, ongoing and overall maintenance of the Storm Water Management System and shall at all times have such rights of entry and access to such portions of the Premises as are reasonably necessary to conduct such repair and maintenance. The Homeowner's Association's maintenance responsibility shall include the maintenance, repair and replacement of the re-circulating pumps, aerators and any water well(s) necessary to maintain the level and quality of all wet ponds. The Homeowners' Association shall formulate, adopt and implement a plan to control algae growth and maintain water quality in all wet ponds. If the Homeowner's Association or Declarant determines that pollution, obstruction, hindrance

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or lessening of flow or capacity has occurred as set forth above and that the appropriate Owner has not forthwith removed, cured or corrected such condition and/or cause for such condition after written notice to do so, then the Homeowner's Association or Declarant shall have the right to enter the Lot or Lots where such pollution, obstruction, hindrance or lessening of flow or capacity has occurred, or where the condition or activity causing such is located, and to take such action as in its sole discretion it deems reasonably necessary to remove, cure and correct the condition and restore the normal water quality, flow and capacity. If the Homeowner's Association determines that such problem has been caused by the action or inaction of an Owner, then the costs and expenses of all actions taken by the Homeowner's Association or Declarant in correcting such problems shall be assessed to and paid by said Owner.

(d) If the Village of Burr Ridge determines that neither the appropriate Owner nor the Homeowner's Association or Declarant has satisfactorily repaired, or maintained, or acted to remove, correct or cure any condition as set forth in sub-paragraphs (a), (b), or (c) above after thirty (30) days written notice by said Village to the responsible party to do so, and upon ten (10) days written notice of intent to enter, due to the failure to cure the conditions within said thirty (30) days, then the Village shall have all of the rights granted to the Homeowner's Association or Declarant as set forth in sub-paragraph (c) above to enter upon the Premises and take such corrective actions as are necessary to restore the normal water quality flow and capacity. The reasonable costs and expenses of all such actions taken by the Village in correcting such problem shall be paid by the Homeowner's Association within thirty (30) days of billing by the Village without waiver or release of any right the Homeowner's Association may have to recover same from an individual Owner. The Village's fees, costs and expenses, if not reimbursed upon receipt of a written invoice, shall constitute a lien against the benefited property which may be enforced by legal action.

8.4 Construction. Each lot in Savoy Club is hereby subjected to a permanent easement to permit the construction, existence, maintenance and repair of structures located on adjoining lots. The Association, its agents and employees have the right to enter upon any lot in Savoy Club at any reasonable time and from time to time in order to provide exterior maintenance, repairs and lawn and landscaping care.

8.5 Easement for Encroachments. There is hereby established a five foot perpetual easement within Outlot A, parallel to the boundary of each such Unit, that is contiguous to the "Cluster Home Lot" boundary, for the purpose of incidental encroachments of the structure (including an overhang and gutter) maintenance, placement of air conditioning equipment and natural gas generators, repair or replacement of the wall of the dwelling and access for other lawful purposes, such as, but not limited to, meter reading. In the event that any dwelling, or other improvements upon a Unit, as originally constructed by the Declarant, shall encroach upon the Common Area, for any reason, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

In the event that, by reason of the initial design, construction, repair, reconstruction, settlement of shifting of the Property or any part thereof, (i) any part of the Common Area



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encroaches, or shall hereafter encroach, upon any part of any Cluster Home Lot, or (ii) any part of any Cluster Home Lot (including, but not limited to, patios, decks, fireplaces, chimneys, bay, bow or box windows, and window wells) encroaches, or shall hereafter encroach, upon any part of any other Cluster Home Lot or the Common Area, then, in any such case, there shall be deemed to be any easement in favor of the Owners for the maintenance and use of any of the Common Area which may encroach upon a Cluster Home Lot, and there shall also be deemed to be an easement in favor of any Owner for the exclusive use of any part of his Cluster Home Lot which shall encroach upon the Common Area or any other Cluster Home Lot; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or his agent.

8.6 **Patio and Deck Easements.** There is hereby established a perpetual easement of the size, shape and location as depicted on the Final Plat of Subdivision, contiguous to the boundary of a Cluster Home Lot that is reserved exclusively as an easement for either a patio or a deck, as such may be designated on the Plat. Both the patio easements and the deck easements are hereby reserved exclusively for the use and enjoyment of the owners of the Cluster Home lot appurtenant to said easement, as well as others permitted by the owners, the families, guests, and invitees of said owners. The type, number and size of each deck and patio are subject to the approval of the Developer until the conveyance of the last residence built in Savoy Club, and thereafter all such approvals shall be made by the Association. No deck or patio total area shall exceed 450 square feet, regardless of the area of the deck or patio easement.

8.7 **Easements Reserved by Developer.** Notwithstanding any provision herein to the contrary, until such time as the Developer conveys the last residence, the Developer and its agents and contractors shall have the right (a) to place and maintain on the Property model residences, sales offices, advertising signs, parking spaces and lighting in connection therewith, at such locations and in such forms as the Developer may determine, in its discretion, to be used by the Developer in connection with the promotion, sale, or lease of the Residences or of the Residences constructed on any part of Savoy Club, (b) to come over, across and upon the Property for the purpose of making alterations or improvements to the Residences, Cluster Home Lots or Common Area, and (c) to store on the Common Area equipment and materials used in connection with such work on the Residences, Cluster Home Lots or Common Area, all without the payment of any fee or charge whatsoever.

8.8 **Perpetual Easement for Enjoyment of the Common Area.** Perpetual easements are hereby established in the Common Area for the use and enjoyment of said area by all Owners, their families, guests, invitees and others where a right to use or enjoy the Common Area is derived from the Owners. Each Owner, and all persons whose rights are derived from the Owner, has an easement freely to make all reasonable and proper use of the Common Area, Outlots A, B C and D, and all improvements thereon. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights:

(a) The right of the Homeowner's Association to pass reasonable rules and regulations;



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- (b) The right of the Homeowner's Association to establish reasonable security procedures and measures with respect to entry into the Premises;
- (c) The right of Homeowner's Association to levy assessments as provided in this Declaration;
- (d) The rights of the Homeowner's Association and the rights of Declarant reserved under this Declaration;
- (e) The right of the Declarant and Homeowner's Association to dedicate, subject to the decision of the Village to approve and to accept when necessary such dedication, to convey or transfer all or any part of Outlots A, B, C and D and Lot 53 to the Village of Burr Ridge, Illinois, to the Pleasant Dale Park District or to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by the Board;
- (f) The right of the Homeowner's Association to regulate the parking of vehicles within Lots 53 and Outlots A, B, C and D.

8.9 Perpetual Easement in Gross to Association. The Common Area shall be subject to a perpetual easement in gross to the Association for the purpose of enabling and permitting the Association properly to perform its duties and responsibilities. The Association further has a perpetual easement in gross to enter upon a Cluster Home Lot where reasonably necessary in the judgment of the Association for the purpose of properly performing or executing a duty or responsibility of the Association in respect of other Owners, or of the Owners generally, or of the Common Area. Without limiting the above easement in gross, the Association has a perpetual easement in the Common Area and the Cluster Home Lots for the purpose of maintaining, and testing the lawn sprinkler system, the exterior lighting system, and the fire protection security system, along with any other systems which the Association has the duty or responsibility to operate or maintain for the benefit of the Owners or the Association. Developer also has an easement in gross for the purpose of enabling and permitting Developer properly to perform its duties and responsibilities as Developer. Developer further has an easement in gross to enter upon a Cluster Home Lot where reasonably necessary in the judgment of Developer for the purpose of properly performing or executing a duty or responsibility of Developer in respect of other Owners, or of the Owners generally, or of the Common Area.

8.10 Easements for Public Utilities, Sanitary and Storm Sewer. Developer, until the conveyance of the last residence, and the Association thereafter, have the right to establish easements over portions of Savoy Club for sanitary and storm sewers and for all other public utility purposes including electricity, gas, water, cable television, and telephones, and Developer and the Association have the concomitant right, in connection with such grants of easements, to grant the right and power to do all things necessary or appropriate in connection with said grant of easements, including, but without limitation, the right of maintenance, repair and replacement. Developer and the Association are fully authorized and empowered to execute and deliver any and all documents necessary to implement these provisions, and the Owners shall be deemed to have approved and confirmed such documents, and to be bound thereby.

8.11 Easement Creation and Amendment. Easements for all public utility or other purposes, including, but without limitation, electricity, gas, water, cable television, security,

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and telephone, shall be initially created by the recording in the Recorder's Office of Cook County, Illinois, of the Plat of Subdivision of Savoy Club and, if necessary, individual Grants of Easements to which shall be appended Plats of Easements showing the location of the easements being initially created. Thereafter, easements for public utilities shall be created by the recording of separate Plats of Easement, each of which shall show the location, within the Common Area and within any Cluster Home Lots covered by such subsequent Plats of Easements, each of which shall show the location, within the Common Area and within any Cluster Home Lots covered by such subsequent Plats of Easements, of the easements being newly created. The utility easements created by the filing of Plats of Easements shall be deemed to have been created upon and subject to, all of the terms and conditions of the Plat of Subdivision of Savoy Club and initial Grants of Easements to the respective utilities or services, so that upon the recording of a Plat of Easements subsequent to the recording of the Plat of Subdivision of Savoy Club or an initial Grant of Easements, each utility or service company shall forthwith have all the rights, powers and obligations contained in said Plat of Subdivision of Savoy Club or the initial Grant of Easements, as fully and as effectively as if all the terms of said Grant of Easements were contained within the subsequently recorded Plat of Easements.

8.12 Easement Within Cluster Home Lot. At any time prior to the sale of Cluster Home Lot by Developer, Developer has the right to create, for public utility and other Common Area purposes, an easement strip within, and/or adjacent to, one or more sides of such Cluster Home Lot.

8.13 Easement: Cluster Home Lot to Streets. An easement for ingress and egress to streets shall exist over the driveways, and the walks built within the common area which connect the Cluster Home Lots to the private roads of Savoy Club, in favor of the Owners, their families, guests, invitees and others whose right of use is derived from the Owners, and in favor of the Developer and the Association. An area for a private road and for the utility easement (in addition to the utility easements hereinabove provided for), and for other purposes not inconsistent with such uses, is created and shall exist as shown on the Plat of Subdivision of Savoy Club as Outlot C.

8.14 Easement to Fire and Police Departments. Fire and police departments servicing Savoy Club, and any cooperating fire and police department, are hereby given an easement to enter upon and make such use of the private road of Savoy Club, and of so much of Savoy Club itself, as is necessary for the customary and proper performance and discharge of their duties.

## ARTICLE NINE Savoy Club Home Owners Association

9.1 The Association. The Declarant shall cause the Association to be incorporated as an Illinois not-for-profit corporation entitled: Savoy Club Home Owners Association, Inc. The Association shall be the governing body for all of the Owners and for the administration

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and operation of Savoy Club as provided in this Declaration and the By-Laws. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners and their respective successors and assigns.

9.2 Every Owner of a Cluster Home lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Cluster Home lot.

9.3 The Association shall have one class of voting membership:

Members shall be all Owners, including the Declarant, and shall be entitled to one vote for each Cluster Home Lot owned. When more than one person holds an interest in a Residence or Cluster Home Lot, all such persons shall be members. The vote for such Residence or Cluster Home Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Cluster Home Lot, and one owner of each Cluster Home Lot shall be designated as the "Voting Member" for that Cluster Home Lot. 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 Cluster Home Lot 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 Cluster Home Lot 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 Cluster Home Lot as the Voting Member for such Cluster Home Lot.

9.4 Appointment and Election of a Board and Officers.

A. Initial Board. The initial control and management of the Home Owners Association shall be entrusted to an initial Board of Directors which shall consist of three directors. Said initial Board of Directors shall be selected by the Declarant. Until the Initial Board of Directors transfers control and management of the Home Owners Association to a Member-elected Board of Directors (as specified herein), the Declarant may replace any directors of said Initial Board of Directors and said action shall not be deemed to transfer control and management to a second Board of Directors nor shall the reconstituted Board of Directors be deemed to be the second Board of Directors. The Initial Board of Directors shall hold office until a membership meeting to be held on the first Monday in October of the year following the completion and occupancy of thirty nine (39) Cluster Homes in the Savoy Club, or the first Monday of the 36<sup>th</sup> month following the closing of the sale of the first unit in Savoy Club, whichever shall first occur. Said meeting, hereinafter being known as the Initial Membership Meeting, may be held at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership not less than ten days prior to the date fixed for said rescheduled meeting. Prior to the completion and occupancy of all fifty-two Cluster Homes in the Savoy Club, the Initial Board of Directors reserves the right to transfer control and management of the Home Owners Association to the second Board of Directors at any time it so decides irrespective of the criteria set forth in this paragraph. When the Initial Board of Directors shall cease to hold office as specified herein, there shall be a meeting of the Members of the Home Owners

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Association for the purpose of electing a second Board of Directors. Said Board of Directors shall consist of five directors which shall hold office for staggered terms, as follows: one three year term, two two year terms and two one year terms.

B. **Officers.** The officers of the Home Owners Association shall be president, senior vice president, vice president, secretary, and treasurer. They shall all be directors and elected by the directors at the regular meeting of the Board of Directors subsequent to the initial election of directors and shall hold their respective office for the terms designated above and/or until their successors are elected and qualified. The officers shall be subject to the control of the Board of Directors and may be removed by the majority of the directors at any regular meeting or any special meeting called for that purpose. The Board of Directors may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-Laws of the Home Owners Association. In all other respects, the Association, its directors, officers and members shall be governed by the Illinois General Not-For-Profit Corporation Act.

9.5 **Hold Harmless.** The members of the Board (including the Initial Board of Directors and the subsequent Member-elected Boards of Directors) and the officers of the Home Owners Association shall not be liable to the Home Owners Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors or officers. The Home Owners Association shall indemnify and hold harmless the members of the Board and the officers thereof against all contractual liability to others rising out of contracts made by them, unless such contracts shall have been made in bad faith or with knowledge that same was contrary to the provisions of this Declaration. The liability of any Owner shall be limited to an amount determined by dividing the total liability by the total number of Owners subject to the terms of this Declaration. All contracts and agreements entered into by the Board or by individual officers shall be deemed executed by said person or persons as agent for the Home Owners Association.

In the event of any disagreement between the Board and any Member of the Home Owners Association a) relating to the maintenance, repair, or replacement of improvements as specified herein or b) any questions or interpretation or application of the provisions of this Declaration or the By-Laws of the Home Owners Association, the determination thereof by the Board shall be final and binding on each and all such Members of the Home Owners Association.

9.6 **Meetings of Owners.** The initial meeting of the voting Members of the Home Owners Association shall be held as specified herein. The Declarant and or the Initial Board of Directors shall notify the Members of said initial meeting at least ten days prior to the date of the meeting. Thereafter, there shall be an Annual Membership Meeting of the voting Members on the first Monday in October or at such other reasonable time or date no more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership not less than ten days prior to the date fixed for said meeting. The purpose of the Initial Annual Membership Meeting and all subsequent Annual Membership Meetings shall be to elect directors and to conduct Association business. Special meetings of the voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the



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voting Members, or for any other reasonable purpose. Said meetings may be called by the president, the Board of Directors, or the voting Members having, in the aggregate, not less than twenty-five percent of the total votes of the Home Owners Association. Special meetings shall be held as provided in the Home Owners Association By-Laws.

The presence in person or by written proxy at any meeting of the voting Members having fifty percent of the total votes of the Home Owners Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act or the Articles of Incorporation of the Home Owners Association, any action may be taken at any meeting of the voting Members at which a quorum is present upon the affirmative vote of the voting Members having a majority of the total votes present at such meeting.

9.7 Meetings of the Board. The Board shall meet annually promptly after the annual meeting of Owners at a place to be designated by the Board in a five (5) mile radius of Savoy Club for the purpose of electing officers and transacting any other business which may properly come before the annual meeting. In addition to the said annual meeting, the Board may hold special meetings when business before the Board makes it necessary. Special meetings of the Board shall also be held on the written request of 50% of the Voting Members, delivered to the Board. The request of the Owners shall state the purpose of the special meeting for which a request has been made, and in response to a proper request by 50% of the Voting Members, the Board shall set a suitable date for a special meeting and shall give not less than ten days' notice to each Owner, of the date, time and place of the special meeting.

9.8 Management and Control by Board. The Board may retain all responsibility and authority for day-to-day management and control of the Common Area. The Board has the right, but no obligation, to vest all of its responsibility and authority for day-to-day management and control of the Common Area in a manager to be employed by the Board. If a manager is so employed, he shall be subject to the authority of the Board. The policies and decisions of the Board shall be executed by the manager, and the manager shall enforce their Rules and Regulations. The power and authority of the manager shall be coextensive with that of the Board but shall be subject and subordinate to the Board. The Association may itself subsequently elect to assume management responsibility for the Association and the Common Area and terminate any professional management.

9.9 Adoption of Rules and Regulations. The Board may from time to time adopt rules and regulations governing the Common Area and use of the Common Area by the Owners and by all other persons. Developer shall have the right to adopt Rules and Regulations prior to their adoption by the first Board. All users of the Common Area shall comply with the Rules and Regulations. The Rules and Regulations to be adopted by the Board in respect of the Common Area and Cluster Home Lots may cover, among other things and without limitation, matters pertaining to use, admission of guests, pets, discipline and disciplinary measures against violators of said Rules and Regulations.

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9.10 Vacancies, Compensation and Other Matters. The Board shall receive no compensation for its services. A vacancy in the Board, whatever the reason for the vacancy, shall be filled by the vote of the remaining members of the Board. If there are three or more vacancies in the Board, the vacancies shall be filled by majority vote of the Owners at a special meeting called for that purpose. The Board shall act by majority vote of those present at its meeting when a quorum is present. The Board shall meet as often as it deems necessary for the proper performance of its duties.

## ARTICLE TEN

### Rights, Powers and Obligations of Association

10.1 Rights, Powers and Obligations of Association. For the benefit of all the Owners, the Association shall have all powers relating to the maintenance, repair, improvement, management, and operation of the Property including, but not limited to, the power set forth in this Article Ten, and all the rights and powers possessed by Developer under the terms of this Declaration. In order to carry out that purpose, the Home Owners Association shall be the governing body for all of the Owners and beneficiaries of title-holding land trusts of Chester Homes in Savoy Club. It shall exercise the following powers and shall assume the following duties and responsibilities:

- (a) Management services, including hiring a professional manager, or employing a full time employee to a) collect assessments and b) manage the Common Area and supervise the maintenance and operation thereof and enforce any lien for nonpayment of any assessment.
- (b) Water management, and or ponds, if any, operating expenses, electricity, telephone and other necessary utility services for the Common Area.
- (c) Payment of comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable, insuring the Association itself, its manager, if any, agency and employees, the Owners, including the Directors personally, the Developer, its agents and employees, from any liability in connection with the Common Area or the streets, lakes, sidewalks and public spaces adjoining the Common Area. Such insurance coverage shall also cover cross liability claims of one insured against another. The insurance coverage provided for Developer, its agents and employees shall continue in force and effect only until the time of the transfer by Developer to the Association of all of the rights, powers and obligations of Developer, and said coverage may then be canceled.
- (d) Payment of Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Association in its judgment shall elect to effect.
- (e) Payment of General real estate taxes, assessments or other charges of governmental bodies against the Common Area ("taxes").
- (f) Retention of legal and accounting services of any person or firm employed by the Association necessary to perform professional services for the Association. The Association



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may employ the service of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments, and in connection with any other matter where the respective interests of the Owners are deemed by the Association to be similar and non-adverse to each other.

- (g) Hiring for and payment of landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement in the Common Area. The Association shall have the exclusive right and duty to hire and fire all contractors completing this work on behalf of the Association within Savoy Club. The Association shall maintain the perimeter landscaping installed in Savoy Club by the Developer, and the Association shall control the growth of the perimeter arborvitae to a maximum height of twelve (12) feet.
- (h) Maintenance and repair of the Cluster Home Lots, including the (i) maintenance of landscaping initially installed by Developer (ii) snow removal from driveways and front sidewalk, and (j) the maintenance of all perimeter landscaping installed in Savoy Club .
- (i) Maintenance of the exterior of the Cluster Home, as limited by Article Eleven, except for decks, patios and/or any plant material or other objects placed on the Cluster Home Lot by the Owner. The Association will maintain and repair walks and driveways on behalf of the Owners, but each Owner shall be separately assessed by the Association for the separate expense of maintenance thereof allowable to a Cluster Home and/or Cluster Home Lot. Such assessments shall be governed by the provisions set forth herein relating to assessments generally, except that the statement covering the cost of walk and driveway maintenance and repair shall be paid promptly upon presentation to the Owner for whom the work was done.
- (j) Use of any other materials, supplies, equipment, labor services, maintenance, repairs, structural alterations or assessments, tax or otherwise, which the Association is required to secure or pay for pursuant to the terms of this Declaration or the By-Laws or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Common Area or for the implementation of this Declaration, including but not limited to providing for a general fund to enable the Home Owners Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessment.
- (k) Payment of any amount necessary to pay for or discharge any mechanic's lien or other encumbrance levied against the entire Common Area or any part thereof which may, in the opinion of the Association, constitute a lien against the Common Area or any part thereof which may in the opinion of the Association, constitute a lien against the Common Area, rather than merely against the interests therein of particular Owners.
- (l) Accounting for all funds collected hereunder to be held and expended for the purposes designated herein.
- (m) Establish, publish and adhere to policies and procedures necessary to create and maintain the Savoy Club as an age-restricted community.

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10.2 **General Fund.** The Association shall provide for a general fund to enable the Home Owners Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessment. The Association shall have the authority to lien and to enforce any lien for non-payment of any assessment.

10.3 **Alterations and Improvements of the Common Area.** The Association shall have the right to make or cause to be made alterations and improvements to the Common Area. The costs of such alterations and improvements shall be assessed as Common Expenses in the manner hereinafter set forth.

10.4 **Books and Records.** The Association, through its manager, shall keep complete and correct books of the accounting of the receipts and expenditures relating to the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Such records and vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owners. Upon ten days' notice to the Association and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner for Common and/or Residence Expenses.

10.5 **Employment of Professional Management.** The administrative duties of the Board may be performed by a Manager (which may be a professional management firm) employed by the Association, and the Association has the right to pay reasonable compensation to Manager so employed. The Developer has the right, but not the obligation, on behalf of the Owners, to engage the initial Manager and to enter into a contract with said expiring not later than one year after the completion of the Developer's turn over of Savoy Club.

10.6 **Execution of Agreements, Contracts, etc.** All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by the Declarant or authorized officers of the Board, its Manager, or by such other persons and in such manner, as from time to time may be determined by the Association.

10.7 **Authority of Board to Lease or License.** The Association shall have the authority to lease or to grant licenses or concessions with respect to the Common Area, when reasonably deemed to be in the best interest of the Owners.

10.8 **No Business Activity.** Nothing in the Declaration of Trust shall be construed to give the Association authority to conduct a business for profit on the Common Area or any part hereof.

10.9 **Non-Liability of the Board.** The Board and Developer shall not be personally liable to the Owners or to any others for any mistake in judgment or for any acts or omissions

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made in good faith. The Owners shall indemnify and hold harmless each member of the Board and the Developer against all contractual liability to others arising out of contracts made by the Board or the Developer on behalf of the Owners unless any such contract shall have been made in bad faith or in violation of the provisions of this Declaration. The liability of the Owners based upon a contract made by the Board or by Developer, or based upon Owners' agreement to indemnify and hold harmless, shall be several, and not joint, and no Owner shall be liable for more than his equal proportionate share of any such contract or indemnity liability. Every agreement made by the Board or Developer shall provide that the Board or Developer, as the case may be, are acting only as agents for and on behalf of the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be several, and not joint, and shall not exceed the Owner's equal proportionate share of such contract liability.

10.10 Delegation of Power. The maintenance, repair, improvement, management and operation of the Common Area shall be the responsibility of the Association, but the Association has the right to delegate to a Manager or others, such authority and duties as may be granted and imposed upon the Board by this Declaration.

10.11 Funds and Titles for the Owners. All funds and all properties acquired by the Association, and the proceeds thereof, shall belong to the Owners and shall be held for the benefit of the Owners subject to this Declaration for the Purposes herein stated.

## ARTICLE ELEVEN

### Owners' Obligation to Maintain

11.1 Owners' Obligation to Maintain. Each Owner shall have the obligation to maintain in good condition and repair the following: all exterior wood, wood trim and stucco surfaces, decks and patios, all glass surfaces, windows, front entry and garage doors, electrical fixtures, driveway and walkways located on, or directly adjacent to, his Cluster Home Lot. Upon the failure of any Owner to maintain those areas, the Association may enter upon said Cluster Home Lot and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary. All charges for any Owner's obligation completed by the Association shall be billed to the Owner, and unless paid by the Owner within 10 days of invoice, the costs may become a lien upon the Cluster Home Lot as provided herein

11.2 Each owner of a Cluster Home, other than the Declarant, shall be liable for the expense of any maintenance, repair, or replacement of any of the property or improvements that the Association is responsible to maintain within Savoy Club made necessary by Owner's act, or that of any member of Owner's family, guest, invitee, employee, agent or lessee, whether negligent or willful. Such liability shall include any increase in insurance premium resulting from the use, misuse, occupancy or abandonment of any Cluster Home.

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## ARTICLE TWELVE

### Maintenance Assessments for Savoy Club

12.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Cluster Home in Savoy Club by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document or conveyance, shall be deemed to covenant and agree to pay to the Home Owners Association regular assessments of charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge against and a continuing lien upon the Cluster Home against which such assessment is made. Each such interest and assessment, cost, and reasonable attorney's fees as may be due shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. The personal obligation shall pass to his successors in title accepting a deed to or assignment of beneficial interest in any trust holding title to said Lot.

12.2 **No Waiver of Liability.** No Owner may waive or otherwise escape liability for assessments provided for herein by non-use or abandonment of their Lot.

12.3 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the purposes set forth above including by illustration and not limitation, the maintenance of the Lots including yards and landscaping, the maintenance of the exterior of the Cluster Homes constructed on the Lots, the maintenance and snowplowing of the driveways, the payment of real estate taxes on the Common Area, the payment of premiums for the insurance which is the obligation of the Association, and to provide funds for the Association to carry on its duties set forth herein or in these Articles, its Articles of Incorporation or By-Laws.

12.4 **Reasonable Reserves.** The Association shall establish and maintain from annual assessments collected hereunder, reasonable reserves for the costs of the maintenance, repair and replacement of the Common Area or any landscaping therein, which are the obligations of the Association hereunder. The Association shall not be responsible for accumulating any reserves for the repair or replacement of the exterior of any of the cluster homes.

12.5 **Special Assessment.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment for the purpose of defraying in full or in part the cost of any reconstruction, repair or replacement of the Cluster Home located on any Lot, including landscaping related thereto, or for the purpose of providing funds to the Association to carry on any of its duties set forth in this Declaration or in its Articles of Incorporation or By-Laws, provided that any such assessment shall have the assent of a majority of the votes of the members voting in person or by proxy at a meeting duly called for this purpose, at which a quorum is present. Written notice of this meeting shall be sent to all members not less than five (5) days not more than forty (40) days in advance of

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the meeting, setting forth the purposes of the meeting. In the event a special assessment is to be levied for the construction, reconstruction, repair or replacement of less than all of the Cluster Homes located within Savoy Club, such assessment may, by the action described herein, be levied against only those Lots which benefit by such construction, reconstruction, repair, or replacement, in proportion to their benefit, and not against the other Lots in Savoy Club.

12.6 Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots, and may be collected on a semi-annual basis or such other basis as set by the Board of Directors.

12.7 Assessment for Lots Owned by Declarant. Notwithstanding the foregoing provisions, Developer shall be exempt from the payment of all assessments due under this Declaration during the period Residences are used by Developer as model residences or during the period any Residence owned by the Developer remains unsold and unoccupied. Declarant shall separately maintain, at Developer's expense, any cluster home lots owned or controlled by Developer.

12.8 Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence for any Lot within Savoy Club or any land annexed to Savoy Club on the day of the conveyance from the Declarant. The Board of Directors shall fix the amount of the annual assessment against each Lot. Written notice of any changed amount of the annual assessment shall be sent to every Owner subject thereto. Annual assessments shall be due and payable in equal installments due and payable on February 1 and May 15 of each year.

12.9 Initial Capital Contribution. At the time of the initial sale of any Lot from Declarant to any Owner, such Owner shall pay to the Association an initial capital contribution of \$300.00. The Initial Assessment for any Lot shall be levied only upon the sale by Declarant to an Owner and shall not be levied on any subsequent sales of the Lot.

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

12.11 Reserves for Contingencies. The Association may build up and maintain reasonable reserves for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate, which may become necessary during the year, shall be charged first against such reserves. If the estimated cash reserve is inadequate for any reason, including nonpayment of any assessment, the Board has the right to levy an additional assessment to cure the deficiency. The Association shall serve notice of such additional assessment on the Owners by a statement in writing giving the amount and reason therefore,



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and such additional assessment shall be paid as directed by the Association. Each Owner, jointly and severally, shall be personally liable for and obligated to pay his respective adjusted semi-annual assessment.

12.12 Failure of Association to Serve Estimate. The failure or delay of the Association to approve or distribute the annual estimate or the adjusted estimate shall in no way constitute a waiver or release in any respect or in any degree of the obligation of each Owner to pay the maintenance assessments herein provided for, whenever the same shall be determined, and if timely distribution of an estimate is not made by the Association, the Owners shall continue to pay the then existing semi-annual assessment, until the new or adjusted estimate shall have been distributed by the Association.

12.13 Assessment Roll. The assessments against Owners shall be set forth upon a roll which shall be available for inspection on request at all reasonable times by the Owners or their duly authorized agents. Said assessment roll shall show all assessments made and their purposes, and shall show further the amounts of all assessments paid and assessments unpaid.

12.14 Lien for Assessments.

(a) If an Owner fails to pay an assessment or portion thereof for which he is liable, then the Association shall have a lien effective as of the date on which payment was due, on such Owner's Cluster Home Lot for the purpose of securing the obligation of the Owner in respect of said unpaid assessment or portion thereof; provided, the lien hereby created in favor of the Association shall be subject and subordinate to the lien of any mortgage or trust deed on such Cluster Home Lot made by a bank or insurance company or savings and loan association or other lender, except in respect of assessments on the mortgaged Cluster Home Lot which become due and payable subsequent to the date on which the mortgagee, after default, takes possession of the Cluster Home Lot, or accepts a conveyance of the Owner's interest therein or has a receiver appointed in proceedings to foreclose the mortgage lien, and in respect of assessments subsequent to the mortgagee's possession or acceptance of conveyance, or appointment of a receiver, the lien of the Association shall have priority over the defaulted mortgage. The Owners agree upon accepting title that the lien of the assessments shall be prior to the homestead right of the Owners since it runs with the land and is in existence before the commencement of ownership interests.

12.15 Payment of Assessments: Interest. Assessments and installments thereof paid after ten days after their due date shall bear interest at the prime rate charged by the Association's depository plus 2% or such other rate determined from time to time by the Board but not higher than the highest legal rate payable by individuals in Illinois, from the date when due until date of payment. All payments on account shall be applied first to interest and next to the principal of the assessment which was first due and owing.

12.16 Rights of Association on Default. If an Owner is in default in the semi-annual payment of the aforesaid assessments or expenses for ten days or more, the Association may bring suit to foreclose the lien in favor of the Association hereinabove provided for, or may bring suit to enforce collection of the unpaid assessment, and for the recovery of all costs, fees



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and expenses incurred by reason of said default, including but not limited to, interest as hereinabove provided and reasonable attorneys' fees in an amount to be fixed by the court.

Without limiting the foregoing, if any Owner shall fail to pay any assessment, charges or expense required to be paid, the Board shall have such rights and remedies: (a) the right to enforce the collection of such unpaid assessments, payments, charges or expenses, together with interest thereon, and all fees and costs, including attorneys fees and court costs, incurred; b) the right by giving such defaulting Owner five (5) days written notice of the action of the board to accelerate the maturity of the unpaid installments of such assessment, charge or expense accruing with respect to the balance of the assessment year; and C) the right to take possession of such defaulting owner's interest in such Cluster Home, to maintain an action for possession in the manner described in the Forcible Entry and Detainer Act, as amended, and to execute leases of such defaulting owner's interest in said Cluster Home and apply any collected rents derived therefrom against the unpaid assessment.

The lien hereby created may, in the alternative, be foreclosed by an action brought in the name of the Association and shall be maintained as in the case of foreclosure of any mortgage or other equitable lien against real estate; provided however that, as herein provided, the Association's lien shall be subordinate to a mortgage on the Cluster Home Lot only as set forth herein. Any mortgagee of a Cluster Home Lot has the right from time to time and upon payment of a reasonable fee to request in writing a written statement from the Association showing the condition of the assessment account of the Owner of the mortgaged Cluster Home Lot, and showing all unpaid items in respect of which the Association is given lien rights hereunder.

12.17 Lien Rights of Developer. Until Developer's transfer and assignment of its rights, powers and obligations to the Association, all of the lien rights and other rights herein provided for in favor of the Association, shall be possessed by the Developer as fully and as effectively in every respect, without diminution of any kind, as said lien rights are to be possessed by the Association itself.

## ARTICLE THIRTEEN

### Insurance

13.1 Casualty Insurance for Cluster Homes. Each individual owner shall obtain and maintain a policy or policies of insurance covering the Cluster Homes (together with the contents thereof) constructed on the Lots within Savoy Club including, without limitation, all alterations and additions thereto, against damage or destruction by the perils of fire, lightning and those casualties contained in an all risk form and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount provision. The policies obtained by the owners shall be deemed to be the primary insurance coverage for any Cluster Home.

13.2 Owner's Insurance for Liability and Contents of Cluster Homes. Each Owner shall maintain at his own cost and expense such insurance coverage as he may desire with respect to (i) personal liability for acts and occurrences upon his lot and within his Cluster

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Home with limits of liability not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and (ii) physical damage losses for personal property and the contents of his Cluster Home. Insurance limits may be increased by the Board as may be reasonable to adjust for inflation and an increase in replacement costs.

13.3 **Liability Insurance; the Association.** The Association shall obtain and maintain a policy or policies of comprehensive general liability insurance insuring on an occurrence basis the Association, its Directors, officers, the Members, and their agents and employees against claims for personal injury, including death and property damage, arising out of any occurrence in connection with any act or omission of or on behalf of the Association, its Board of Directors, agents or employees within the common area of Savoy Club. Such policies shall be in the amount not less than \$1 Million for bodily injury, including death, and property damage arising out of a single occurrence, and shall contain a provision that the policy may not be canceled without at least a thirty (30) day prior notice to the Association, the Owners, and the first Mortgagees of the Lots.

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

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

13.5 **Waiver of Subrogation.** To the extent feasible, all policies of insurance obtained by the Association shall contain provisions that no act or omission of any named insured shall affect or limit the obligation of the insurance company to pay the amounts of any loss sustained. So long as the policies of insurance provided for herein shall provide that a mutual release as provided for in this Section shall not affect the right of recovery thereunder, and further provide coverage for the matters for which the release herein is given, all named insureds and all parties claiming under them shall, and do by these presents mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or source covered by any insurance procured by the Association, regardless of the cause of damage or loss.

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

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## ARTICLE FOURTEEN Conveyance of Title by Developer

14.1 **Developer's Rights, Powers and Obligations Prior to Transfer to Association.** Until the election of the first Board after turn over of the Association, all of the rights, powers and obligations which by this Declaration are to be vested in the Association shall be deemed vested in and possessed by Developer.

14.2 **Transfer of Title to Common Area to Association.** Until the title in the Common Area is conveyed to Association, Developer, solely shall hold the fee simple title in the Common Area, subject to the right of use by the Owners hereinabove provided for in Article Eight. Concurrently with said transfer by Developer to the Association, the legal title of Developer in the Common Area shall be conveyed to the Association, and thereupon the Association solely shall possess fee simple title in the Common Area. Concurrently with the transfer of Developer's rights, powers and obligations to the Association, the exclusive interest of Developer in the Common Area shall cease and terminate.

14.3 **Rights and Powers Reserved by Developer.** Prior to Developer's 100% completion of Savoy Club, Developer shall have the right and power to erect and maintain advertising signs and to use and employ on Savoy Club other sales devices and arrangements, all to be in good taste and consistent with the quality and character of the development, for the purpose of advertising Cluster Home Lots and Residences in Savoy Club. Developer shall have the further right and power to maintain, for the aforesaid period, sales, business and construction offices on the Property, up to five (5) model Residences, and to complete construction of the Buildings and improvements on the Property and development of the entire Savoy Club. The construction of buildings and improvements by Developer in accordance with this Article shall be deemed fully authorized and empowered until development of Savoy Club has been completed and Developer has transferred and assigned all its rights, powers and obligations to the Association.

14.4 **Developer's Successors and Assigns.** Developer's successors and assigns shall have, without limitation, qualification or exception, all the rights, powers and authority of Developer itself.

14.5 **Common Area Improvements: Developer's Warranty.** Developer warrants all improvements constructed by Developer in the Common Area to be free from defects in workmanship and materials. Said warranty shall be effective for twelve months from the date as of which the improvement is installed. During said twelve-month warranty period, all repairs required by reason of defects in workmanship or materials shall be made by Developer at its own expense, without charge to the Owners. After the expiration of the warranty period, all repair expense on Common Area improvements shall be borne by Owners.

14.6 **Improvements, Maintenance and Conveyance of Lot 53.** Declarant and Park District intend to make certain improvements to Lot 53, pursuant to a plan approved by the Pleasant Dale Park District, and Declarant shall convey Lot 53 to the Pleasant Dale Park District, subject to the terms and conditions of a separate agreement and the terms of this

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Declaration. Declarant hereby reserves for itself and its successors and assigns the following rights with respect to Lot 53:

- (a) To dedicate or convey Lot 53 or any portion thereof to any public agency or governmental authority which undertakes the responsibility to repair, maintain, improve and/or replace all facilities and improvements located thereon.
- (b) To dedicate space in Lot 53 to any public or quasi-public utility or to any governmental authority for the location of Utilities serving any portion of the Premises.
- (c) To reserve or grant easements in, over, under, to and across, Lot 53 for ingress and egress to, and for installation, construction and maintenance of, any or all the Utilities.

14.7 Easements for Landscaping Maintenance. There is hereby created and reserved to the Homeowner's Association and Declarant, over, under, upon and across Lot 53, a perpetual nonexclusive easement for the purpose of maintaining the landscaping installed by Declarant on Lot 53. Declarant further reserves for itself and for all successor Owners a perpetual, nonexclusive easement appurtenant for said landscaping maintenance. The ownership of any Lot shall be at all times subject to the easements created herein and to the following:

(a) The Homeowner's Association shall be responsible for performing all of the ordinary landscaping maintenance of Lot 53 and shall at all times have such rights of entry and access to such portions of the Premises as are reasonably necessary to conduct such maintenance. The Pleasant Dale Park District shall be responsible for performing any and all maintenance, repair or replacement of any equipment installed on Lot 53.

(b) If the Pleasant Dale Park District reasonably determines that the Homeowner's Association or Declarant has not satisfactorily maintained the landscaping on Lot 53 after thirty (30) days written notice by said Park District to the responsible party to do so, and upon ten (10) days written notice of intent to enter, due to the failure to cure the conditions within said thirty (30) days, then the Park District shall have all of the rights granted to the Homeowner's Association or Declarant as set forth in sub-paragraph (c) above to enter upon the Premises and take such corrective actions as are necessary to restore ordinary landscape maintenance. The reasonable costs and expenses of all such actions taken by the Park District in correcting such problem shall be paid by the Homeowner's Association within thirty (30) days of billing by the Park District without waiver or release of any right the Homeowner's Association may have to recover same from an individual Owner. The Park District's costs and expenses, if not reimbursed upon receipt of a written invoice, shall constitute a lien against the benefited property which may be enforced by legal action.

(c) If the Pleasant Dale Park District serves written notice upon the Association that the Park District elects to maintain the landscaping on Lot 53, the Association shall relinquish all responsibility for further maintenance of Lot 53; provided, however, that in the event the Park District fails or ceases to maintain Lot 53, the Association



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may, but shall not be required to, make whatever corrections of the maintenance of Lot 53 as the Board may deem reasonably necessary.

## ARTICLE FIFTEEN

### Compliance, Breach of Covenants, and Default

15.1 **Rights and Remedies of Association.** Each Owner is bound by and shall comply with the terms of this Declaration, the By-Laws, and the Rules and Regulations adopted pursuant thereto, and by all amendments to them. A failure by an Owner to comply with this Declaration or with the By-Laws, and Rules and Regulations of the Association or any authorized amendment to said Declaration, By-Laws, or Rules and Regulations shall constitute a default by such Owner. If a default occurs, the Association shall have the right to recover damages at law, to procure injunctive relief, to foreclose on any lien rights the Association may have, or to avail themselves of any other rights or remedies permitted at law or in equity including, but not limited to, filing suit pursuant to the Forcible Entry and Detainer Act. All expenses of the Association in connection with any actions or proceedings described herein, including court costs and attorneys' fees and all other expenses of the proceeding, and all damages, liquidated or otherwise, together with interest thereon at 18% per annum or such other interest rate as shall be charged by the Board as set forth herein until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the annual expenses and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the annual expenses upon the Cluster Home Lot of such defaulting Owner and upon all of his additions and improvements thereto. The rights and remedies of the Association shall be cumulative and shall be enforceable concurrently in a single proceeding. By virtue of the provision of this Declaration which gives Developer all rights and powers of the Association prior to completion of the development of Savoy Club and conveyance of Developer's rights to the Association, Developer has every right and power and every right and remedy which the Association is given by this Article.

## ARTICLE SIXTEEN

### Cluster Home Lots: Title in Land Trust

16.1 **Cluster Home Lots: Title Held by Land Trustee.** If title to any Cluster Home Lot is conveyed to a Land Trust, under the terms of which all powers of management, operation and control of the premises are vested in the trust beneficiary or beneficiaries, then the parties who are the beneficiaries from time to time under such land trust shall be deemed the Owners of such Cluster Home Lot and shall have all the rights and obligations of Owners hereunder. The trust holding title under such a land trust shall have no personal liability for payment of any obligation or lien created by or arising under this Declaration, and no party shall have the right to claim personal liability on the part of any such Land Trust for any liability or obligation of any kind arising under this declaration. Beneficiaries of a Land Trust who transfer their beneficial interest by assignment, or who cause their trustee to transfer Cluster Home Lot by trustee's deed shall continue to be liable for all liabilities and obligations incurred by them prior to the disposition of their Cluster Home Lot.



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## ARTICLE SEVENTEEN Amendment and Termination of Declaration

17.1 Who May Amend. This Declaration may be amended by the Developer, or by the Association, or by the Owners, in the manner provided for in this Article Seventeen. Amendment other than in accordance with this Article is not permissible. Any amendment to this Declaration approved by the Developer or Association is subject to the approval and written consent of the Village of Burr Ridge. Any amendment to this Declaration modifying any right, title or interest in Lot 53 is subject to the additional approval of the Pleasant Dale Park District.

17.2 Amendment Prior to Sale of Cluster Home Lot. Prior to the sale of any Cluster Home Lot, Developer itself has the right to amend or to terminate this Declaration at any time or in any manner. If Developer elects to terminate this Declaration, Developer may evidence its election by recordation of an appropriate statement of termination with the Recorder of Deeds of Cook County, Illinois, and upon such recordation, the entire title in Savoy Club shall stand in the Declarant free and clear of this Declaration. Any termination pursuant to this section is subject to the prior written approval of the Village of Burr Ridge.

17.3 Amendment After Sale of Cluster Home Lot. After one or more Cluster Home Lots has been sold, but prior to Developer's completion of the development of Savoy Club and prior to Developer's transfer of its rights, power and obligations to the Association, Developer itself acting without concurrence of any other party, but subject to the prior written approval of the Village of Burr Ridge, has the right to amend this Declaration as often as Developer deems necessary, but no such amendment shall unfairly or unreasonably affect any rights of the Owners.

17.4 Amendment After Election of Board. After completion of Savoy Club by Developer and the election of the first Board by the Owners, this Declaration may be amended by a two-thirds vote of the Board, together with the concurrence of Developer, subject to the prior written approval of the Village of Burr Ridge so long as Developer has any unsold Cluster Home Lots, but such amendment shall not unfairly or unreasonably affect the rights of the Owners.

17.5 Amendment After All Cluster Home Lots Have Been Sold. After development of Savoy Club has been completed and all Cluster Home Lots therein sold by Developer, and a first Board has been elected, this Declaration may be amended by a vote of no less than 66 2/3% of the Owners, but such amendment shall not unfairly or unreasonably affect the rights of the Owners.

17.6 Termination of Declaration. After one or more Cluster Home Lots have been sold, this Declaration may be terminated only with the joint consent of:

- (a) The Developer, if the Developer has any unsold Cluster Home Lot. If Developer has sold all its Cluster Home Lots, consent of Developer shall not be required; and

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- (b) If a Board of Directors has been elected, then the consent of the Board, supported by a two-thirds vote of the Directors; and
- (c) The Owners of 90% of the Cluster Home Lots; and
- (d) All mortgagees of Cluster Home Lots;
- (e) The Village of Burr Ridge.

Concurrence of all the foregoing shall be required in order to effect a valid termination of this Declaration.

## 17.8 Procedure on Amendment or Termination.

- (a) If this Declaration is to be amended or terminated by the Developer solely, pursuant to the above provisions of this Article which provide for amendment or termination by Developer solely, Developer shall evidence said amendment or termination by due execution of an appropriate written instrument setting forth the terms of the amendment, or stating that this Declaration is terminated, as the case may be.
- (b) If this Declaration is to be amended after development of Savoy Club has been completed and the rights and powers of Developer have been transferred and assigned to the Association, then if Developer still has one or more Cluster Home Lots which remain unsold, the amendment shall be effected by an appropriate written instrument setting forth the terms of the amendment and duly executed in behalf of the Association and duly executed by the Developer.
- (c) If an amendment is to be effected after Developer has completed the sale of all Cluster Home Lots in Savoy Club, and after the rights and powers of Developer have been transferred and assigned to the Association, then the amendment may be evidenced by a written instrument executed in behalf of Association solely, and no participation by Developer shall be required.
- (d) If this Declaration is to be terminated after one or more Cluster Home Lots have been sold, the termination shall be evidenced by an appropriate written instrument stating that this Declaration has been terminated. The statement of termination shall be executed by the President and Secretary of the Association on behalf of the Association, by 90% of the Owners of the Cluster Home Lots, and by all Owners of mortgage liens on the Cluster Home Lots and Common Area. The President and Secretary of the Association shall certify, in the statement of termination, that no less than two-thirds of the Board have voted for termination of this Declaration and that 90% of the Owners of Cluster Home Lots have voted for termination.
- (e) The instrument effecting an amendment or termination of this Declaration shall be recorded promptly after execution in the office of the Recorder of Deeds of Cook County,

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Illinois, and the amendment or termination provided for therein shall become effective and operative upon recordation.

17.9 Notices With Respect to Amendment or Termination. All parties who have the right to participate in a vote relating to amendment or termination of this Declaration shall have the right to initiate proceedings for amendment or termination of this Declaration. Any such party desiring to initiate proceedings for amendment or termination, shall give at least ten days' prior written notice of the meeting at which amendment or termination is to be considered. If Developer solely amends this Declaration, in pursuance of the foregoing provisions providing for amendment by Developer solely, then within fifteen days after adoption of the amendment, notice of the amendment shall be given by Developer to the Village of Burr Ridge, the Pleasant Dale Park District, when necessary, and to all Owners. Each Owner, promptly upon receipt of such notice, shall give notice of the amendment to the mortgagee of his Cluster Home Lot.

## ARTICLE EIGHTEEN

### General Provisions

#### 18.1 Notices - In General.

(a) Notices given pursuant to this Declaration or in connection therewith shall be written, and shall be delivered in person or by mail. Notices of default or formal demands by any party hereunder to any other party shall be sent by certified or registered mail, with request of return receipt. Notices shall be deemed delivered on the date personal delivery is made or on the date of mailing. Notice to an Owner may be given to the Owner at his Cluster Home Lot, unless the Owner has informed the Board of Directors of some other mailing address. Notice to the Association may be given to the Association at an address selected by the Board of Directors from time to time, or to the Cluster Home Lot of the President of the Board of Directors. Until development of Savoy Club is completed and Developer has transferred and assigned all its rights, powers and obligations to the Association, all notices which the Association would be entitled to receive shall be given to Developer. Notices in respect of meetings or special meetings of the Board or of the Owners shall be given in accordance with the provisions of the Declaration or of the By-Laws to be adopted by the Board.

(b) Notice to the personal representative of a deceased Owner shall be sent to the address furnished by such personal representative to the Association, and if no address is furnished by the personal representative, then notice to a deceased Owner shall be given to decedent by writing directed to the Owner at such Owner's Cluster Home Lot.

(c) Notices - To Mortgagees. Upon request of the mortgagee of any Cluster Home Lot, and payment of a reasonable charge therefore, the Association shall give to such mortgagee a copy of every amendment to this Declaration.

18.2 Non-Waiver Except by Written Instrument. No conditions, covenants, restrictions, reservations, grants or other provisions of this Declaration shall be deemed to

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have been waived by silence, or inaction, or failure to enforce rights or by any other matters whatsoever, other than a writing executed by the party against whom the waiver is asserted, which expressly states that a specified right or remedy is being waived. No waiver shall be deemed to have been effected by the failure to enforce rights or remedies of which a party is possessed, regardless of the number of breaches or violations of said rights which have occurred.

18.3 **Liberal Interpretation.** This Declaration shall be liberally construed so as to facilitate and promote the objectives of this Declaration hereinabove set forth. Narrow, technical, and literal construction of this instrument inconsistent with the objectives of the Developer, Association and Owners shall be avoided.

18.4 **Rule Against Perpetuities.** Should any provision of this instrument be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, (c) or any other statutory or common law rules imposing time limits, then such provisions shall be deemed to be operative only until twenty-one years after the death of the last survivor of the now living lawful descendants of George W. Bush, President of the United States of America.

18.5 **Partial Invalidity - Severability.** The invalidity of any of the conditions, covenants, restrictions or reservations herein contained, or of any other provisions of whatever nature of this Declaration shall not in any way impair or affect the validity or enforceability of any other provision of this Declaration and any such invalidity shall be deemed partial and separable, and all of this Declaration shall be deemed valid, effective and binding except for the invalid provision.

18.6 **Gender, Usage of Singular and Plural Forms, and Other Usage.** Whenever the context so requires, use of the plural form shall include the singular, use of the singular form shall include the plural or any gender shall be deemed to include all genders. Prior to completion of development of Savoy Club and to Developer's transfer of its rights, powers and obligations to the Association or Owners, all references to the rights, powers and obligations of the Association or the Board shall be read as references to the rights, powers and obligations of Developer. The term "sale" means a sale consummated by delivery of a deed to a Cluster Home Lot.

18.7 **Captions.** Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text thereof.

18.8 **Reliance on Association's Certification.** A certification or statement that a described act has been authorized, or in particular, that execution and delivery of a described instrument has been authorized, signed by the President of the Board and attested by a Secretary of the Board, shall sufficiently establish for all purposes that the described act or instrument is the act or instrument of the Board and has been fully authorized by the Board, and the said described act or instrument may be relied upon by all parties.

