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THE OAKS OF BARRINGTON
HOMEOWNERS ASSOCIATION
DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS

BOX 333-CTI

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THE OAKS OF BARRINGTON
HOMEOWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 1998, by THE OAKS OF BARRINGTON L.L.C., a Delaware limited liability company (hereinafter, together with its successors and assigns, called "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the real property located in Cook County, Illinois, described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Developer desires to develop a residential single family home development on the Property to be known as "The Oaks of Barrington" (the "Development"); and

WHEREAS, Developer desires to subject the Property to the provisions of this Declaration;

NOW THEREFORE, Developer declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration.

I. DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1.1 Association:

THE OAKS OF BARRINGTON HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns, or if such name is not available, a not-for-profit

corporation having a similar name chosen by Developer. For purposes of these Covenants, references to the Association or its Board of Directors shall mean the Developer until such time as the Association is formed.

1.2 Village:

The Village of Barrington.

1.3 Common Areas:

All those portions of the Property owned or to be owned and maintained by the Association for the common use and enjoyment of the Owners, including, but not limited to, any portion thereof which is designated as a Common Area, open space, detention or retention easement or area, Tot Lot, Pedestrian/Bike Path Easement for the benefit of Owners and the general public (to the extent not within a public right of way) or outlot on the Plat or by separate instrument recorded by Developer. A water tower shall be located on Outlot C and Outlot C and all improvements thereon shall be owned by the Village. Outlot C is expressly excluded from the definition of Common Area.

1.4 Common Facilities:

All non-public improvements and fixtures situated on or in rights of way within the Property and on or in Common Areas owned by the Association including, but not limited to, fences, pavings, landscape islands, brick pylons and portals (including project signage and the entry monument and signage paralleling Barrington Road and Dundee Road (Route 68), if any, ground and carriage lights (excluding carriage lights located on Units), if any, and all personal

property owned by the Association. The lift station located on Outlot B is specifically excluded from the Common Facilities and will not be maintained by the Association.

1.5 Developer:

THE OAKS OF BARRINGTON L.L.C., a Delaware limited liability company, and its successors and assigns.

1.6 Eligible Mortgage Holder:

A holder of a first mortgage on a Unit that has requested the Association notify it on any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

1.7 First Mortgagee:

The holder of any recorded first mortgage lien on one or more Units.

1.8 Outlots:

Any lot designated an "Outlot" on the Plat.

1.9 Owner:

The record owner, whether one or more persons or entities and including the Developer, where applicable, of the fee simple title to any Unit situated in the Development. Owner shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or transfer in lieu of foreclosure.

1.10 Plat:

Collectively, any plat or plats of subdivision recorded in respect to the Property.

1.11 Property:

The real estate legally described on Exhibit "A" attached hereto and made a part hereof.

1.12 Tree Preservation Area:

Any areas indicated on Exhibit "B" attached hereto and made part hereof as being a "Tree Preservation Area."

1.13 Unit:

A platted lot other than a platted lot designated as a common area or for common use or benefit.

II. PROPERTY SUBJECT TO THIS DECLARATION

2.1 Purposes.

Developer desires, by the imposition of the covenants, conditions, restrictions and easements hereinafter set forth, to create on the Property a residential single family home development for future Owners of Units for the following general purposes:

- A. to provide a harmonious single family home community for the benefit of the Property and the Owners;
- B. to enhance and protect the values of the Development;
- C. to prevent the improper use of Units which may depreciate the value of the other Units in the Development;
- D. to ensure adequate and reasonable development of the Property; and

E. to provide for the maintenance of the Common Areas and Common Facilities.

2.2 Declaration.

The Property is hereby specifically declared to be subject to the provisions of this Declaration effective upon the recording of this Declaration and upon recording of this Declaration, the Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

III. BUILDING AND USE RESTRICTIONS, MAINTENANCE OBLIGATIONS

3.1 Maintenance of Easement Areas.

Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of the Units, and all pipelines and other facilities located and to be located in said easements are reserved as shown on the Plat or as created with this Declaration or any amendments hereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Unit and all improvements in it shall be maintained continuously by the Owner of the Unit, except for those improvements for which a public authority, a private or public utility company or the Association is responsible. Any portion of any Unit which is designated as a drainage or Village easement on the Plat shall be kept free of obstructions to drainage including, for purposes of illustration only and not limitation, shrubbery, fencing and other structures not approved by the Village. Unless otherwise specifically directed

by the Village, the respective Unit Owners shall be responsible for the control of erosion within those portions of any such easements which are part of their respective Units.

3.2 Mailboxes.

All mailboxes in the Development shall be mounted not more than 48" and not less than 42" above the roadway edge to the bottom of the mailbox. The front of the mailbox shall be no further back than 10" from the back of the curb or edge of the roadway surface (typ. 22 ft. wide). Typical posts shall be 4" x 4" wooden posts or a 1-1/2" diameter light gauge pipe. Massive or non breakaway structures such as masonry columns, railroad rails and ties, tractor wheels, plow blades, milk cans, barrels, heavy metal posts, structures filled with concrete, are considered roadside hazards and are not permitted.

3.3 Fence Restriction.

No fence shall be permitted within the Development unless it is: (i) a "board on board" fence as depicted on Exhibit "C" attached hereto and made part hereof; (ii) no more than five (5) feet in height; and (iii) it is constructed of unpainted/unstained natural cedar. All fences must conform to the requirements of the Village Zoning Ordinance.

3.4 Improvement of Common Areas Prohibited.

The Common Areas which extend beyond the property lines for each Unit shall be preserved as open space. Owners are prohibited from constructing improvements of any kind within the Common Areas.

3.5 Compliance with Village Watershed Development Ordinance.

The Association and the Owner of each respective Unit shall be obligated to comply with all applicable provisions of the Village's Watershed Development Ordinance as may be amended from time to time, including but not limited to the provisions relating to the protection of wetlands and to erosion and sedimentation control.

3.6 Maximum Height of Dwelling Units.

Each single-family residence located on the Property shall be limited to a maximum height of thirty-five (35) feet, which height shall be measured from the highest point of the ground immediately adjacent to the structure to the mid-point of the roof.

3.7 Residential Use Limitation and Accessory Uses.

No building shall be erected or maintained on any Unit except a building designed as a dwelling house and equipped for occupancy as a private residence by a single family. After completion of any such dwelling house, accessory buildings may be erected and maintained as appurtenances of and attachments to such dwelling house provided that such structures are permitted by, and are in accordance with, applicable Village ordinances and the terms and provisions of this Declaration. All garages shall be attached to the residences.

3.8 Use of Units Limited to Single Family Residences.

No Unit shall hereafter to be used for more than one detached, single family residence, excluding trailers or mobile homes, and no more than fifty-five (55) buildable Units will be permitted on the Property. No sheds, storage buildings, tents or other detached temporary or

permanent structures other than one single family residence shall be erected on any part of any Unit, except as provided in Section 3.7 above.

3.9 Subdivision of Units.

No Unit shall be divided or subdivided, and no part less than the whole thereof may be conveyed except to the Owner of contiguous property, and after any such division of a Unit, the portion not conveyed shall not thereafter be used for a single family dwelling. Any portion so conveyed to a contiguous Owner shall be an enlargement of the Unit of such contiguous Owner and such expanded Unit shall thereafter be used as only one building site. The division of any Unit shall not relieve the Owner(s) thereof from the obligations appurtenant to such Unit under the terms of this Declaration, including, but not limited to the payment of assessments and capital contributions.

3.10 No Conveyance to Contiguous Owner.

No portion of any Unit for which a building permit has been issued may thereafter be conveyed to a contiguous Owner, unless such permit is revoked or withdrawn, and after the conveyance of any part of a Unit to such contiguous Owner, no building permit shall be issued for the remainder of such reduced Unit. The division of any Unit shall not relieve the Owner(s) thereof from the obligations appurtenant to such Unit under the terms of this Declaration, including, but not limited to the payment of assessments and capital contributions.

3.11 Exterior Appearance.

The exterior appearance of improvements on Units shall be subject to the following limitations:

- A. No residence shall be built on a Unit which is identical in color or identical in model foundation type to a residence located on two Units on either side of it or on the Unit directly across the street from it.
- B. The garage doors on the residences shall be varied so that no garage doors on a residence shall be identical in color to the garage doors on a residence located on two Units on either side of it or on the Unit directly across the street from it.
- C. There shall not be more than three (3) of the same model foundation and/or elevation type built on the Property.

3.12 Storage of Waste.

No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and in an inconspicuous place.

3.13 Non-Residential Uses Prohibited.

No building shall be erected or maintained on any Unit for manufacturing, industrial or business purposes, excepting the use of one Unit for a temporary sales and construction office as specified herein.

3.14 Restriction on Animals.

No Unit shall be used to stable or keep any horses, cattle, swine, goats, sheep, bees or fowl.

3.15 Above Ground Swimming Pools.

No above ground swimming pool of any kind shall be constructed or maintained on any Unit at any time.

3.16 Vehicle Parking.

No Owner of any Unit shall cause or permit any truck, trailer, mobile home, camper, van, snowmobile, recreational vehicle, boat, horse carrier, or similar vehicle to be parked or stored on any Unit, except when fully enclosed within a garage located on such Unit, and further excepting a period not to exceed six (6) hours within a thirty (30) day period and then for the sole purpose of loading or unloading such vehicle.

3.17 Delivery Vehicles and Construction Equipment.

Following the construction and installation of the final lift of asphalt on the roads within the Property, all equipment which is not rubber-tired and is used in subsequent clearing, excavation or construction shall be loaded or unloaded only within the boundary lines of a Unit. No truck or commercial vehicle shall be permitted upon any Unit unless, (i) such truck or commercial vehicle is actually delivering or unloading personal property to and from a Unit, or (ii) such truck or commercial vehicle is restricted to the interior confines of a private garage. Except with respect to vehicles of persons involved in the development of the Property, no private vehicles shall be continuously parked on the streets or roadways, but shall be kept on the driveway of Units or in private garages, it being the intention to prevent obstruction of the streets by continuous parking thereon.

3.18 Owner's Obligations to Maintain Tree Preservation Areas on Units.

Each Owner shall preserve and protect the Tree Preservation Area on his Unit by maintaining all plant material within the Tree Preservation Area, and to the extent such plant material dies or is damaged, by replacing such plant material promptly with plant material of the same type and quality. "Plant Material" shall refer to the vegetative screening composed of deciduous trees and shrubs existing on the Unit at the time of its conveyance by the Developer and any deciduous trees and shrubs required to be added by the terms of the final landscape plans submitted by the Developer to the Village and approved by the Village.

3.19 Coach Lights.

The Developer has or will install a coach light at the front of each Unit which shall become a fixture on each Unit and the property of the Owner thereof. The Owner of each Unit shall be responsible for the care, maintenance, and replacement of the coach light fixture on the Unit. In the event a Unit Owner fails to fulfill such responsibilities, the Association shall fulfill them, and the costs thereof shall be recorded as a lien or liens on the title to said Unit, which may be collected or foreclosed by court action as herein provided.

3.20 Sump Pumps.

Sump pump drainage from a Unit shall be connected directly into adjacent storm sewers or into an adjacent pond as shown on final engineering plans approved by the Village.

3.21 Minimum Areas.

No dwelling shall be erected or maintained on any Unit unless said dwelling has space for living purposes equal to at least 2,300 square feet for ranch style homes and at least 2,500 square

feet for two-story homes, exclusive of porches, garages, and basements. The lowest floor, including the basements of all new residential buildings, shall be two feet above the base flood in accordance with the applicable provisions of the Village's Watershed Development Ordinance. A variance to the applicable provisions of the Village's Watershed Development Ordinance may be granted to allow the lowest opening of any exterior window or door sill or drain in the perimeter walls of any residential structure to be located a minimum of 2.0 feet above the base flood elevation, provided that a registered professional engineer certifies that the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood or 100-year frequency flood. All residential structures constructed on a Unit shall include overhead sewers.

3.22 Lot Lines.

For the purposes of this Declaration, the lot line of any Unit adjoining any street shall be the "front line." No building, breezeway or garage shall be erected or maintained nearer such lot lines than permitted building line as shown on the plat of subdivision for the Property. No fence or wall shall be erected, placed, or altered on any Unit nearer to the front line of the Unit than the permitted building line or, in the case of Units which are corner lots, no nearer than the wall of the residence facing the lot line. At the time of issuance of a building permit for corner sites, the permanent address will be determined on the building permit, and this permanent address shall determine the front yard of each such corner lot for purposes of application of all Village ordinances.

3.23 Parking, Loading and Unloading.

Following the construction and installation of the final lift of asphalt on the roads within the Property, all equipment which is not rubber-tired and is used in subsequent clearing, excavation or construction shall be loaded or unloaded only within the boundary lines of a Unit. No truck or commercial vehicle shall be permitted upon any Unit unless, (i) such truck or commercial vehicle is actually delivering or unloading personal property to and from the premises, or (ii) any truck or commercial vehicle which is restricted to the interior confines of the private garage. Except with respect to vehicles of persons involved in the development of the Property, no private vehicles shall be continuously parked on the streets or roadways, but shall be kept on the driveway of the Unit or in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon.

IV. SPECIAL CONDITIONS

4.1 Maintenance of Outlots.

Except with respect to the lift station to be installed and maintained on Outlot B, the Association shall be responsible for the care, maintenance, repair, replacement and reconstruction of Outlots A, B, and D (but not Outlot C) and any and all improvements and structures contained within such Outlots A, B and D (but not Outlot C) including but not limited to control of erosion, subdivision signage, and outlot landscaping, which shall also include but shall not be limited to maintaining and mowing grass and cutting weeds within those portions of the dedicated right-of-way along all rights-of-way adjacent to and within the Development; and replacing trees, shrubs, vegetation and any other plant material as from time to time as needed on Outlots A, B, and D to maintain the integrity of the subdivision landscape plan approved by the

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Village. Prior written approval from the Village's Manager must be obtained before making any alterations or changes of a permanent nature in such areas. The Developer shall be solely responsible for all obligations described in this Section until a conveyance of said Outlots A, B and D is made by the Developer to the Association in accordance with the planned development ordinance for the Development.

4.2 Wetland Maintenance.

The Association shall maintain the portion of the Property containing designated wetlands which are divided into Areas 1 through 5 which lands are described on Exhibit "D" attached hereto and made a part hereof. The maintenance obligations for each of Areas 1 through 5 of the wetlands are as follows:

- A. Reed canary grass (*Phalaris arundinacea*) in Area 1 shall be reduced to and maintained at less than 10% cover by multiple herbicide applications with a grass specific herbicide. Herbicide applications shall commence in the spring, before reed canary grass heads ripen, and continue through the summer. Cattail (*typha latifolia* and *T. Angustifolia*) in Area 1 shall be reduced to and maintained at less than 20% cover through multiple herbicide applications with an approved herbicide. In the event that any other non-native species (i.e., purple loosestrife – *Lythrum salicaria*) reaches 10% or greater cover within Area 1, such species shall be controlled to less than 10% cover.
- B. Area 2 containing River Bulrush (*scirpus fluviatilis*) in the center and southern portions of the Property requires no maintenance at this time. However, in the

event any reed canary grass, cattail or any other non-native species invade Area 2, those species shall be controlled with herbicides to within the tolerances set forth for Area 1, i.e., less than 20% cover for cattail and less than 10% cover for reed canary grass and other non-native species.

- C. Area 3 presently contains reed canary grass and cattail. Reed canary grass, cattail, and other non-native species which invade Area 3 shall be controlled with herbicides to the tolerances set forth for Area 1, i.e., less than 20% cover for cattail and less than 10% cover for canary reed grass and other non-native species.
- D. Area 4 presently contains reed canary grass and cattail. Reed canary grass, cattail, and any other non-native species which invade Area 4 shall be controlled with herbicides to the tolerances set forth for Area 1, i.e., less than 20% cover for cattail and less than 10% cover for canary reed grass and other non-native species.
- E. Area 5 requires no maintenance at this time. However, in the event that reed canary grass, cattail, or any other non-native species invade Area 5, they shall be controlled by herbicides to the tolerances set forth for Area 1 i.e., less than 20% cover for cattail and less than 10% cover for reed canary grass and any other non-native species that invades Area 5.
- F. Areas 1 through 4 shall be managed annually, through controlled burning unless fuel loads, weather conditions, or other safety factors restrict such activity. The burn shall preferably occur in the spring. The objective of burning is to reduce scrub/shrub cover to less than 15% cover and to prevent non-native weeds from

encroaching onto the wetland. In the event that scrub/shrub cover cannot be reduced to and maintained at less than 15% cover through burning alone, then selective brush removal shall be performed to reduce the scrub/shrub cover to less than 15% cover.

4.3 Bike Path Maintenance.

The Plat grants a perpetual public easement for a Pedestrian/Bike Path (the "Bike Path") across open space, common areas or one or more Outlots within the Property. Any part of the Bike Path which is not designated as part of any public right of way but which is located within the Property on any Outlot, open space or common area shall be conveyed, dedicated and/or assigned to the Association by the Developer and shall thereafter be deemed a Common Area. A perpetual easement for use by the general public is hereby granted across those portions of the Bike Path owned by the Developer. The transfer to the Association of such portions of the Bike Path shall occur after completion of the improvements on the Bike Path and at the time of the transfer of ownership of other Common Areas from the Developer to the Association.

4.4 Tree Preservation Area Restrictions.

Any portion of a Unit, Outlot, detention area, Common area, and/or open space area which is within a Tree Preservation Area shall remain free of above ground structures, except for the Bike Path and except for above ground structures reasonably necessary to serve Units and/or the Property with respect to utility and drainage easements which are appurtenant to the Tree Preservation Area. No construction activity other than that required to install, repair and maintain public and private utilities, storm sewers, sanitary sewers, and water lines will be permitted within the Tree Preservation Area. Landscaping, including the installation of new plant materials

and the care and maintenance of existing and new plant materials within the Tree Preservation Area is permitted.

V. THE ASSOCIATION

5.1 Formation of Association.

Developer shall form an Illinois not-for-profit corporation to be known as "The Oaks of Barrington Homeowners Association" which shall provide for maintenance and operation of the Common Areas and Common Facilities. If such name is not available, the not-for-profit corporation shall bear a similar name chosen by the Developer.

5.2 Directors and Officers.

- A. The Association shall have a Board of Directors (the "Board") of three (3) directors, who need not be members of the Association, who shall be elected by the members of the Association at such intervals as the Articles of Incorporation and By-Laws of the Association shall provide, except that the first Board and subsequent Boards (until the Turnover Date) shall be appointed by Developer.
- B. The Association shall have such officers as shall be appropriate from time to time, which shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board.

The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers.

5.3 Turnover.

The Developer shall, through the Board appointed by it in accordance with Section 4.2, exercise control over all Association matters until the earlier of (a) the date Developer elects voluntarily to turn over to the members of the Association the authority to appoint the Board, or (b) the earlier of i) four (4) months after 75% of the units have been conveyed to purchasers of units or ii) three (3) years after the first unit is conveyed to a member (the "Turnover Date"). On or before the Turnover Date, the Developer shall convey to the Association, and the Association shall accept, the Common Areas and Common Facilities to be owned by the Association hereunder and the Association shall maintain the Common Areas and Common Facilities as required hereunder. Prior to the Turnover Date, Developer shall have all of the rights and powers herein granted to the Association and shall be authorized and empowered to exercise all power and authority of the Board.

5.4 Membership.

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit in a portion of the Development shall be a member of the Association and said membership shall be appurtenant to said Unit, and each purchaser of any Unit by acceptance of a deed therefor covenants and agrees to be a member of the Association whether or not it shall be so expressed in any such deed or other conveyance, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

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5.5 Membership Classes.

The Association shall have two classes of voting membership:

- A. Class A. Class A members shall be all those Owners as defined in Section 1.8 with the exception of the Developer. Class A members shall be entitled to one vote for each Unit in which they hold the interest required for membership by Section 4.4. When more than one person holds such interest in any Unit, all such persons shall constitute one member. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. With respect to Units owned by a land trust, if a trustee designated in writing a person to cast votes on behalf of the Unit Owner, the designation shall remain in effect until a subsequent document is filed with the Association.
- B. Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Unit in which it holds the interest required for membership by Section 4.4, provided that the Class B membership shall close and be converted to Class A membership on the Turnover Date.

5.6 Transfer of Membership.

Membership held by any Owner of a Unit is an appurtenance to such Unit and shall not be transferred, alienated or pledged in any way, except upon the sale or encumbrance of such Unit, and then only to the purchaser of such Unit. Any attempt to make a transfer except by the sale or encumbrance of a Unit is void. Reference to the transfer of membership need not be made

in an instrument of conveyance or encumbrance of such Unit for the transfer to be effective, and the same shall automatically pass with title to the Unit.

5.7 Powers and Duties of the Association.

The Association, in addition to its other powers, rights and duties as set forth in this Declaration and in its Articles of Incorporation, By-Laws and any rules and regulations which the Association may promulgate as hereinafter provided, and as any of the same may be amended, has the power and duty to:

- A. Maintain, operate and manage all the Common Areas and Common Facilities (whether such Common Areas or Common Facilities are dedicated to public bodies or not unless such public bodies expressly accept responsibility therefor) including, but not limited to, if any, tot lots, the portion of the Bike Path designated as Common Area, entry ramparts, retaining walls, wetlands and mitigation areas, detention areas and trees located on the Common Areas (it being understood that the Association may delegate one or more of such duties to one or more independent contractors including, without limitation, Developer and entities affiliated with Developer, or agents or employees of the Association, by lease or contract).
- B. Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

- C. Pay all real estate taxes, personal property taxes or other charges which may be assessed against or levied upon the Common Areas and Common Facilities.
- D. Maintain and otherwise manage the landscaping and grounds including wetland/mitigation and storm water detention facilities located in the Common Areas.
- E. Maintain continually in effect, and to pay the premium of, fire and extended coverage insurance on the insurable portion of the Common Facilities, comprehensive public liability insurance covering all of the Common Area and Common Facilities, a fidelity bond or insurance policy covering all persons who are responsible for handling the funds of the Association and such other insurance as the Board shall deem to be necessary or desirable, all of which shall be in such amounts and with such companies as the Board shall determine; provided, however, that if and for so long as any First Mortgagee shall be the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other Federal, State or local agency or instrumentality, then the insurance coverage carried by the Association shall, at a minimum, comply with any applicable requirements of such association, corporation, agency and/or instrumentality.

The extent and frequency of the activities of the Association in carrying out the duties of maintenance and management set forth above shall be decided by the Board, and the Board may

also promulgate rules and regulations to aid in carrying out of said maintenance and management duties, and may amend said rules and regulations from time to time.

VI. COVENANT FOR CAPITAL CONTRIBUTIONS AND MAINTENANCE ASSESSMENTS

6.1 Creation of Lien and Personal Obligation of Capital Contributions and Assessments.

Developer, if and to the extent provided in Section 6.12, and each purchaser of any Unit by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any deed or other instrument of conveyance, hereby covenants and agrees, for himself, his heirs, personal representatives, successors and assigns, to pay to the Association: (a) annual assessments or charges, payable monthly; (b) special assessments for payment of excess real estate taxes; and (c) capital contributions (described in Section 6.5). Such contributions and assessments are to be fixed, established and collected from time to time as hereinafter provided. Such capital contributions and assessments (or installments of either), together with such interest thereon, late charges, attorney's fees and costs of collection thereof as are hereinafter provided, when due and not fully paid shall be a charge on the land, and shall be a lien upon the property against which each call for such contributions or assessment (or installment of either) is made until the same shall be paid in full. Each such capital contribution or assessment (or installment of either), together with such interest thereon, late charges, attorney's fees and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when such contribution or assessment (or installments of either) falls due.

6.2 Assessment Deposit.

Upon the initial conveyance of each Unit from Developer to a purchaser, the purchaser shall establish an assessment deposit with the Association, which shall constitute a capital contribution, in an amount equal to two (2) times the then current monthly assessment for such Unit. The assessment deposit shall not be refunded to purchaser upon a subsequent conveyance unless and until the party to whom purchaser conveys deposits a like amount with the Association. The foregoing shall apply to all subsequent conveyances of the Unit so that a two (2) month assessment deposit shall be held by the Association at all times as to each Unit, so long as this Declaration is in effect. The foregoing shall not be deemed a limitation on the Association's use of said deposits.

6.3 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and enjoyment of the Development, and in particular for the maintenance of the Common Areas, the Common Facilities and properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas the Common Facilities including, but not limited to, the payment of real estate taxes on the Common Areas, the payment of liability, casualty, worker's compensation, and fidelity insurance premiums and such other insurance premiums as may be deemed necessary from time to time on the Common Areas and/or the Common Facilities, fund reserves for replacement of improvements to the Common Areas or Common Facilities, the payment of interest, the cost of maintenance, upkeep and repair of the Common Areas and/or the Common Facilities, the cost of labor, management, supervision and operation necessary or desirable for the use and enjoyment of the Common

Areas and Common Facilities, and to provide funds for the Association to carry out its duties set forth herein or in its Articles of Incorporation or By-laws. The Association may also, at its option, levy assessments for the payment of property hazard insurance premiums on a master policy covering all of the Units in the Development.

6.4 Assessments.

From the date any Unit becomes subject to this Declaration and until the calendar year beginning January 1, 1999, the annual assessment shall be not more than Four Hundred and Twenty Dollars (\$420.00) per Unit. On and after January 1, 1999, for each succeeding year, on an annual basis, the annual assessment may be increased by vote of the Owners of the Association, as provided in Section 6.6. In the event the annual assessment is not increased by vote of the members of the Association, as provided in Section 6.6, this assessment may be increased effective the first day of January of each year on and after January 1, 1999, by action of the Board and without the necessity for a vote of the Owners. The Board may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at an amount more or less than the annual assessment established in accordance with this Article. If taxes on real estate owned by the Association, as shown by the tax bills received by the Association each year, shall exceed the amounts estimated for such taxes in the budget previously used in determining the annual assessment for such year, the Board may, without the assent of the members, cause the Association to levy a special assessment to provide funds for payment of such increase in taxes, in such manner and time or times as the Board shall determine. Monies received by the Association pursuant to this Section shall be deposited in the general account of the Association. In the event that the sum of the annual and special

assessments for any calendar year shall exceed the Association's expenses including reserves for such calendar year, the Board shall cause the Association either to return the amount of such excess assessments to the members of the Association promptly after the end of such calendar year or to apply the amount of such excess against the members' annual assessments for the next following calendar year. Any such excess assessments which the Board elects to return to the members shall be returned to those persons who are members of the Association on the last day of the calendar year in which such excess arose. For purposes of this Section 6.4, the Association's expenses for a calendar year shall be conclusively deemed to equal the expenses reported on the Association's federal income tax return for such calendar year. The Association shall establish and maintain from annual assessments collected hereunder, an adequate reserve fund for the costs of maintenance, repair and replacement of the Common Areas and Common Facilities or any improvements or landscaping therein which are the obligation of the Association hereunder.

6.5 Capital Contributions.

In addition to the annual and special assessments authorized by Section 6.4, the Board may (and in the case of inadequate reserves for replacement of improvements to the Common Areas, or Common Facilities shall) cause the Association to require, from time to time on at least thirty (30) days' advance written notice to all members, a capital contribution to the Association (which may be payable in installments if so designated by the Board and, in the case of capital contributions for the replacement of improvements to the Common Areas or Common Facilities, shall be payable in monthly installments), for the purpose of (a) paying capital expenditures, including without limitation, the cost of any construction or reconstruction, alteration or

replacement of one or more capital improvements upon the Common Areas or Common Facilities, the cost of the necessary fixtures and personal property related thereto, and the cost of acquisition or replacement of any major specified item or items of personal property owned or to be owned by the Association, or (b) making principal payments on loans made to the Association, or (c) providing the Association with working capital as reserves against future expenses, or (d) providing funds to cover losses incurred by the Association. Notwithstanding the foregoing, such capital contributions may not be levied without the assent of two-thirds (2/3) of the votes of each class of voting membership in the Association, cast in person or by proxy at a meeting duly called for this purpose, written notice of which shall be given to all voting Owners at least thirty (30) days in advance and which shall set forth the purpose of the meeting. The purpose(s) of each capital contribution shall be specified in the aforementioned notice and all monies received by the Association in payment of the capital contributions referred to in this Section shall be segregated from all other monies of the Association in a separate bank account or other investment approved by the Board, to be held by the Association and identified as being for funds for the purpose called for in the said notice to the membership.

6.6 Change in Assessments by Action of the Membership.

Subject to the limitations of Section 6.4, for the calendar year 1999 and for each annual period thereafter, the Association may, notwithstanding any action or inaction by the Board, change the annual assessment fixed pursuant to said Section 6.4 prospectively for any such period, provided that any such change shall have the consent of a majority of the votes of each class of the voting Owners of the Association, cast in person or by proxy at a meeting duly called

for this purpose, written notice of which shall be given to all voting Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6.7 Quorum for Actions under Sections 6.5 and 6.6.

The quorum required for any action authorized by Sections 6.5 and 6.6 of this Article shall be as follows: At the first meeting called, as provided in said Sections 6.5 and 6.6, the presence at such meeting of Owners of the Association, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of voting members shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth in said Sections 6.5 and 6.6 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the date of the immediately preceding meeting.

6.8 Date of Commencement.

The annual assessments provided herein shall commence as to each Unit on the first day of the calendar month following recordation of this Declaration, subject in all instances to the provisions of Section 6.12 of this Article. The annual assessment shall become due and payable in equal monthly installments to be paid each month in advance, on or before the first day of the month commencing on the first day of January of the year for which the assessment is levied, unless the Board designates another form of periodic payments. The amount of the annual assessment which may be levied for the balance remaining in the first calendar year of assessment against a Unit shall be an amount which bears the same relationship to the annual assessment provided for in Section 6.4 for such year as the remaining number of months in that

calendar year bears to twelve (12). The due date of any special assessment or capital contribution under Section 6.4 or Section 6.5 hereof respectively (and whether or not such assessment, or capital contribution, shall be payable in installments) shall be fixed in the resolution authorizing such assessment.

6.9 Duties of Board of Directors as to Assessments.

At least thirty (30) days in advance of the due date for any capital contribution assessed pursuant to Section 6.5 above, or annual or special assessment of the first installment of such contribution or assessment, the Board of the Association shall fix the amount of such contribution or assessment against each Unit. Subject to the provisions of Section 6.12, any such contribution or assessment shall be allocated equally among each Unit subject to this Declaration; provided, however, that nothing herein contained shall be deemed to restrict the remedies available to the Association against any particular Unit or Unit Owner(s) in the event of non-payment of contributions or assessments when due, or for costs assessed to Unit Owner(s) as a result of willful or negligent acts of Owner(s), their family, guests or invitees. The Board shall prepare a roster of the Units and capital contributions and assessments applicable thereto which shall be kept in the office of the Association and such roster, as well as the other books and records of the Association, shall be open to inspection by any Owner or First Mortgagee. Written notice of the assessment or capital contribution, or both, shall thereupon be sent to every Owner and First Mortgagee (in possession) subject thereto. The Board may, in its discretion, designate a form of periodic payments. The Board may also, in its discretion, designate and retain any agent to collect such capital contributions and assessments on behalf of the Association, to whom payments of such contributions and assessments shall be made.

6.10 Non-Payment.

If the capital contributions or assessments (or any installments or either) are not paid on the date when due (being the dates specified in Section 6.8 hereof), they shall be deemed delinquent, and such delinquent contribution, assessment or installment of either shall, together with such interest thereon and the cost of collection thereof as are hereinafter provided, thereupon become a lien on the Unit of the delinquent Owner which shall bind such Owner, his heirs, devisees, personal representatives and assigns and the Association shall have the right to record in the Recorder's Office within which the Property is located, a notice of lien upon the Unit of the delinquent Owner. The personal obligation of the then Owner to pay such capital contribution or assessment however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Sale or transfer of any Unit shall not affect the continuing lien on such Unit for the amount of any unpaid capital contributions or assessments (or installments of either). If a capital contribution or assessment (or installment of either) is not paid within thirty (30) days after the due date thereof, such contribution, assessment or installment shall bear interest from such due date at the highest rate permitted by Illinois law, and the Association, or its collecting agent designated by the Board, may bring any legal action against the Owner personally obligated to pay the same and/or to execute or foreclose upon the Association's lien against the delinquent Owner's Unit, and there shall be added to the amount of such contribution, assessment or installment the costs of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the contribution or assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action. In addition thereto, the Association may deny to the delinquent Owner the use and enjoyment of any of the

Common Areas and Common Facilities used for recreation, except the right to use for ingress and egress to and from the Owner's Unit (which right shall be perpetual and pass with the conveyance of each Unit), until the delinquent contribution assessment or installment is paid, together with any interest, costs and other sums set forth above which the Association is entitled to receive. No Owner may avoid liability for the capital contributions and assessments provided for herein by non-use of the Common Areas and/or the Common Facilities, by set-off of any claims he may have against the Association, or by abandonment of his Unit. In addition to the foregoing, the Association may, to the extent permitted by law, maintain an action against a delinquent Owner for forcible entry and detainer under 735 ILCS 5/9-102, pursuant to the provisions thereof. Any unpaid assessment which cannot be promptly collected from an Owner of a Unit may (but need not) be reassessed by the Board as a common expense to be collected from all of the Owners, including (by way of illustration and not limitation) a purchaser who acquires title to the Unit owned by the defaulting Owner at a sheriff's sale of such Unit pursuant to execution upon a lien against such Unit (including, without limitation, the Association's lien for delinquent capital contribution(s) and/or assessment(s), his successors and assigns and any holder of a mortgage who comes into possession of a Unit by deed in lieu of foreclosure or any transfer or assignment in lieu of foreclosure).

6.11 Subordination.

The lien of the capital contributions and assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon the Unit subject to such capital contribution or assessment prior to the time such capital contribution or assessment becomes a lien on such Unit; provided, however, that such subordination shall apply only to the

contributions, assessments or installments which have become due and payable prior to the date of sale of such Unit pursuant to a decree of foreclosure of such mortgage or prior to the date of a deed, or other instrument of conveyance, of such Unit given by the mortgagor in lieu of foreclosure. Any First Mortgagee who comes into possession of a Unit on which it holds or held a mortgage, through foreclosure of such mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments, capital contributions, or other charges against such Unit which have accrued prior to the time such First Mortgagee comes into possession of such Unit (except for claims for a pro rata share of such assessments, capital contributions or other charges resulting from a pro rata reallocation thereof by the Association to all Units including the mortgaged Unit). Such sale, or deed or instrument of conveyance in lieu of foreclosure, shall not relieve such Unit from liability for any capital contributions or assessments, or installments of either, which thereafter become due nor from the lien of any such subsequent contribution, assessment or installment.

6.12 Exempt Units.

Each Unit, for the period prior to the time a single-family home is constructed thereon and sold and conveyed by Developer, shall be exempt from the capital contributions, assessments, charges and liens of the Association created herein for any amount in excess of sixty percent (60%) of capital contributions, and/or monthly assessments paid by other Unit Owners. Such exemption for any such unconveyed Unit shall continue until the time of the closing of the sale and conveyance of such Unit by Developer to a purchaser. Upon the conveyance by Developer to an Owner other than Developer of a Unit which was theretofore entitled to the above partial exemption, such exemption shall be terminated ipso facto and such

Unit shall thereafter be subject to the full amount of capital contributions and assessments elsewhere set forth in this Article prorated from the date of such conveyance. It is further understood that the following property subject to this Declaration shall be exempt from the capital contributions and assessments, charges and liens created herein: (a) properties dedicated to and accepted by a local public authority and devoted to public use, from and after the time of acceptance of such dedication; (b) all Common Areas and Common Facilities; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Illinois, so long as such properties are not used as a dwelling.

6.13 Certificate of Payment.

The Association shall, upon demand, furnish, within ten (10) days after demand therefor be made, to any Owner liable for said capital contribution or assessment, a certificate in writing signed by an officer of the Association, setting forth whether the annual assessments or capital contributions on a specified Unit have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Said certificates shall be conclusive evidence that any assessment or capital contribution 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 Developer on Units then owned by Developer.

VII. USE AND RIGHTS IN COMMON AREAS

7.1 Use and Rights of Owners and the Association.

Except as the right may be suspended under Article V hereof for non-payment of delinquent assessments, or as provided below, each Owner, at the time he becomes an Owner and for so long as he is an Owner, is hereby granted rights of easement for ingress and egress over

and across, and use of, enjoyment in and access to all of the Common Areas and Common Facilities subject to the rules and regulations of the Association as promulgated from time to time and subject to the right of the Association or its designee(s) for use of one or more of the Common Areas and/or Common Facilities and subject to such restrictions, including, without limitation, access restrictions, set forth in any easement grant. Such easements shall be deemed to be appurtenant to such Owner's Unit, shall run with the land and shall pass with the title to such Unit. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Areas will be void unless the Unit to which that interest is allocated is also transferred. If construction, reconstruction, repair, shifting, settlement, or other movement of any portion of improvements results either in the Common Areas encroaching on any Unit or in a Unit encroaching on a Common Area or another Unit, an easement is hereby granted for both the encroachment and its maintenance for the period during which the encroachment exists. The Association shall have the right to grant permits, licenses, or easements over or dedicate all or portions of the Common Areas owned by the Association and/or Common Facilities to any public body, agency, authority or utility for utilities, roads & other purposes necessary for the proper operation of the Development, provided that each Owner shall continue to have ingress and egress to his Unit; and further provided that no such dedication shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each class of voting membership has been recorded, agreeing to such dedication and unless written notice of the proposed dedication is mailed or hand delivered to every Owner and First Mortgagee at least ninety (90) days in advance of any action taken. Any Unit Owner may delegate in accordance with the By-laws of the Association, his right of enjoyment to the Common Areas to the members of his family, his tenants or contract purchasers who reside on such Unit.

7.2 Utility Easements.

The Common Areas owned by the Association, and the Developer's conveyance thereof to the Association, shall be subject to utility easements granted or to be granted for sewer, water, drainage, cable television, gas, electricity, telephone and any other necessary utilities. If such utilities are not installed, or easements therefore are not granted or reserved prior to the conveyance of the Common Areas, such easements shall be granted later by the Association at the request of the Developer. As a part of its program of development of the Development into a residential community and to encourage the marketing thereof, the Developer shall have the right to use the Common Areas and Common Facilities thereon for any reasonable purposes, without charge, during the sales and construction period for the Property.

7.3 Use and Rights of Public Authorities.

The duly designated officials, employees and contractors of governmental bodies having jurisdiction over the Development, shall have an easement to enter upon on, and over the Common Areas in the Development for the purpose of providing police and fire protection and enforcing the applicable laws, ordinances, rules and regulations of the said governmental bodies. The Developer and the Association shall hold police and governmental personnel harmless from civil or criminal actions arising through a charge of trespass for entering on the Common Areas in performance of their duties. The Village shall have the right, but not the obligation, to enter upon the Development in order to enforce these Covenants for all purposes including provisions hereof regarding the Tree Preservation Area.

7.4 Condemnation.

In the event of condemnation or destruction of any Common Areas or Common Facilities, and in the event of liquidation or termination of the Association, any losses or proceeds resulting therefrom shall be shared equitably between the Unit Owners effected by such event(s), as reasonably determined by the Board. The Association is hereby designated to represent the members thereof in any proceedings, negotiations, settlements or agreements regarding any such condemnation or destruction, and each Member, by acceptance of a deed for a Unit appoints the Association as its attorney-in-fact for the foregoing purposes. Any proceeds from any such settlements shall be payable to the Association for the benefit of the Members and their mortgage holders.

VIII. DOCUMENTS AND RECORDS

8.1 Records.

The Association shall maintain the following records and make them available for examination and copying at convenient hours of weekdays by any Owners or their mortgagees and their duly authorized agents and attorneys:

- A. Copies of the recorded Declaration, Articles of Incorporation and By-Laws of the Association, and any amendments thereto, annual reports and rules and regulations adopted by the Association, as well as the Association's books, records, and financial statements;
- B. Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the

maintenance and repair expenses of the Common Areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association;

- C. The minutes of all meetings of the Owners and the Board for not less than seven (7) years;
- D. Ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Owners, for not less than one (1) year;
- E. Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not for Profit Corporation Act of 1986; and

Where a request for records under this Section is made in writing to the Association or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Association. A reasonable fee may be charged by the Association for the cost of copying records. If the Association fails to provide records properly requested under this Section within thirty (30) days, the Owner may seek appropriate relief, including an award of attorneys' fees and costs.

IX. MEETINGS AND FINANCES

9.1 Annual Budget.

Each Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget. The Board shall annually supply to all Owners an itemized accounting of the common expenses for the preceding year actually incurred or paid,

together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the next excess or deficit of income over expenditures plus reserves. Each Owner shall receive written notice mailed or delivered no less than ten (10) and no more than thirty (30) days prior to any meeting of the Board concerning the adoption of the proposed annual budget or any increase in the budget, or establishment of an assessment.

9.2 Meetings of the Board of Directors.

Meetings of the Board shall be open to any Owner, except for the portion of any meeting held:

- A. to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;
- B. to consider information regarding appointment, employment, or dismissal of an employee; or
- C. to discuss violation of rules and regulations of the Association or unpaid common expenses owned to the Association.

Any vote on the foregoing matters shall be taken at a meeting or portion thereof open to any Owner. Any Owner may record the proceeding at meetings required to be open by this Section 9.2 by tape, film, or other means; the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of meetings shall be mailed or delivered at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is

signed by the persons entitled to notice before the meeting is convened. Copies of notice of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in the project at least forty-eight (48) hours prior to the meeting of the Board. In the event of a resale of a Unit, the purchaser of a Unit from a seller other than Developer, pursuant to an installment contract for purchase shall, during such times as he/she resides in the Unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the Owners called for purposes of electing members of the Board, and shall have the right to vote for the election of members of the Board and to be elected and to serve on the Board unless the seller expressly retains in writing any or all of these rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office, or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in subsection (e) of Section 1 of the Dwelling Unit Installment Contract Act.

X. ADMINISTRATION OF PROJECT PRIOR TO ELECTION OF INITIAL BOARD OF DIRECTORS

10.1 Developer's Authority.

Until the election by Owners of the Board, the same rights, titles, powers, privileges, trusts, duties, and obligations that are vested in or imposed on the Board by this Declaration shall be held and performed by the Developer.

10.2 Election of Initial Board.

The election of the initial Board by the Owners shall be held not later than the Turnover Date. Developer shall give at least twenty-one (21) days notice of the meeting to elect the initial

Board and shall upon request provide any Owner within three (3) working days of the request, the names, addresses, telephone numbers (if in the records of the Association), and vote of each Owner entitled to vote at the meeting. Any Owner shall upon request be provided with the same information, within three (3) working days of the request, with respect to each subsequent meeting to elect members of the Board. If the initial Board is not elected by the Owners at the time established, Developer shall at least once a year thereafter conduct meetings to turn over the Association following the procedures set forth in this Section. Developer shall continue in office until an initial Board is elected or until thirty (30) days after the Developer sends notice of its resignation of Board responsibilities to all Owners entitled to vote at an election for members of the Board, at which time Developer shall have no further rights, duties, or obligations to the Members other than to turn over Association records and documents as herein provided to a duly constituted Board.

10.3 Delivery of Records.

Within sixty (60) days after the election of a majority of the Board other than Developer by Owners, Developer shall deliver to the Board:

- A. All original documents as recorded or filed pertaining to the community, its administration, and the Association, such as this Declaration, the Articles of Incorporation, other instruments, annual reports, minutes, rules, and regulations and contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of Developer as being a complete copy of the actual document recorded or filed.

- B. A detailed accounting by Developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance, and operation of the community, copies of all insurance policies, and a list of any loans or advances to the Association which are outstanding.
- C. Association funds, which shall have been at all times segregated from any other moneys of the Developer.
- D. A schedule of all real or personal property, equipment, and fixtures belonging to the Association, including documents transferring the property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills.
- E. A list of all litigation, administrative action, and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken concerning the Association engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any governmental authority, all governmental certificates, correspondence involving enforcement of any association requirements, copies of any documents relating to disputes involving Owners, and originals of all documents relating to everything listed in this subparagraph 10.3(e).

10.4 Agreements.

Any contract, lease, or other agreement made prior to the election of a majority of the Board other than Developer by or on behalf of the Owners, which extends for a period of more

than two (2) years from the recording of this Declaration, shall be subject to cancellation by more than 50% of the votes of the Owners, other than Developer, cast at a special meeting of members called for that purpose during a period of ninety (90) days prior to the expiration of the two (2) year period. At least sixty (60) days prior to the expiration of the two (2) year period, the Developer shall send notice to every Owner, notifying them of this provision, of what contracts, leases, and other agreements are affected, and of the procedure for calling a meeting of the members for the purpose of acting to terminate such contracts, leases, or other agreements. During the ninety (90) day period, the other party to the contract, lease, or other agreement shall also have the right of cancellation.

10.5 Statute of Limitations.

Pursuant to 765 ILCS 605/18.5(f)(6), the statute of limitations for any actions in law or equity which the Association may bring shall not begin to run until the Owners have elected a majority of the members of the Board.

XI. RIGHTS OF FIRST MORTGAGEES

11.1 Payments.

A First Mortgagee of a Unit may, either singly or jointly with First Mortgagees of other Units, on behalf of the Association (i) pay taxes or other charges which are in default and which may become or have become a lien or charge against the Common Areas, the Common Facilities or both, and (ii) pay overdue premiums on one or more hazard insurance coverages of the Common Areas and Common Facilities upon the failure of the Association to replace such policy not later than the time it elapses (including any applicable grace period). One or more First Mortgagees making such payment on behalf of the Association shall be entitled to be reimbursed

therefor from the Association upon written demand therefor. Upon written request by a First Mortgagee, the Association shall confirm in writing to such First Mortgagee that if any First Mortgagees were to make one or more of the payments referred to in the first sentence of this paragraph (a) on behalf of the Association, such First Mortgagee(s) would thereby be entitled to the reimbursement mentioned in the immediately preceding sentence.

11.2 Insurance Proceeds and Condemnation Awards.

No Owner of a Unit, or any other party, shall have priority over any rights of First Mortgagees of Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of any of the Common Areas, the Common Facilities or both; provided, however, that nothing in this paragraph (b) shall be deemed to create, or imply the existence of, any rights of Owners of Units, or their Mortgagees, or both, in and to any such insurance proceeds and condemnation awards.

11.3 Notice.

The holder, insurer or guarantor of the mortgage on any Unit, which sends a written request to the Association, stating its names and address and the Unit description of the Subject Unit, shall be entitled to timely written notice of the following:

- A. any condemnation or casualty loss which affects either a material portion of the Development or the Unit securing its mortgage;
- B. any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;

- C. a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- D. any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

XII. RESALE OF UNITS

12.1 Document Delivery.

In the event of any resale of a Unit by an Owner other than Developer, the Owner shall obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand, the following:

- A. A copy of this Declaration, other instruments, and any rules and regulations.
- B. A statement of any liens, including a statement of the account of the Unit setting forth the amounts of unpaid assessments and other charges due and owing.
- C. A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.
- D. A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specific project by the Board.
- E. A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.

- F. A statement of the status of any pending suits or judgments in which the Association is a party.
- G. A statement setting forth what insurance coverage is provided for all Owners by the Association.

The principal officer of the Association or such other officer as is specifically designated shall furnish the information when requested to do so in writing within thirty (30) days of receiving the request. A reasonable fee covering the direct out-of-pocket costs of copying and providing such information may be charged by the Association to the Unit seller.

XIII. ERRORS AND OMISSIONS

13.1 Omissions or Errors.

If there is an error or omission or scrivener's error in this Declaration or other instrument of the Association, the Association may correct the error or omission by an amendment to this Declaration or other instrument, as may be required to conform it to 765 ILCS 605/18.5, to any other applicable statute, or to this Declaration. The amendment shall be adopted by vote of 2/3 of the members of the Board or by a majority vote of the members at a meeting called for that purpose, unless the Declaration specifically provides for greater percentages or different procedures.

13.2 Ratification.

If an omission or error or a scrivener's error in this Declaration or other instrument is corrected by vote of 2/3 of the members of the Board pursuant to the authority established in Section 13.1, the Board, upon written petition by Owners with 20% of the votes of the

Association, received within 30 days of the Board action, shall call a meeting of the Owners within 30 days of the filing of the petition to consider the board action. Unless a majority of the votes of the Owners are cast at the meeting to reject the action, it is ratified whether or not a quorum is present.

13.3 Affected Owners' Consent.

The procedures for amendments set forth in Sections 13.1 and 13.2 cannot be used if such an amendment would materially or adversely affect property rights of the Owners unless the affected Owners consent in writing. This Section shall not restrict the powers of the Association to otherwise amend this Declaration, the By-Laws, or other instruments, but authorizes a simple process of amendment requiring a lesser vote for the purpose of correcting defects, errors, or omissions when the property rights of Owners are not materially or adversely affected.

13.4 Correction by Court Action.

If there is an error or omission in this Declaration or other instruments that may not be corrected by an amendment procedure set forth, then the Circuit Court in the County in which the Association is located shall have jurisdiction to hear a petition of one or more Owners thereon or of the Association, to correct the error or omission, and the action may be a class action. The court may require that one or more of the methods or correct be submitted to the Owners to determine the most acceptable correction. All Owners must be joined as parties to the action. Service of process on Owners may be by publication, but the plaintiff shall furnish all Owners not personally served with process with copies of the petition and final judgment of the court by certified mail, return receipt requested, at their last known address.

13.5 Legal Requirements.

Nothing contained in this Article shall be construed to invalidate any provision of this Declaration authorizing the Developer to amend an instrument prior to the latest date on which the initial members meeting must be held, whether or not it has actually been held, to bring the instrument into compliance with the legal requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the United States Veteran Administration, or their respective successors and assigns, or other purposes specified herein.

XIV. GENERAL PROVISIONS

14.1 Enforcement.

These Covenants shall run with, and be binding upon the Property and shall inure to the benefit of and shall be binding upon the Association and all persons owning, leasing, subleasing, or occupying any such land and their heirs, executors, administrators, personal representatives, successors, and assigns. These Covenants may be enforced by the Association, which shall have the right to expend Association monies in pursuance thereof, and may also be enforced by the Owner of any Unit in the Development or any one or more of the aforesaid persons benefited thereby. If these Covenants are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners, if successful in such enforcement and if the Association had theretofore refused such enforcement, shall be reimbursed by the Association for all or any part of the cost incurred, but such reimbursement shall be solely in the discretion of the Board. Enforcement of these Covenants shall be by any proceeding at law, equity, or otherwise against any person or persons violating or attempting to violate any of these Covenants either to restrain

violation or to recover damages, and against the land to enforce any lien created by these Covenants and failure by the Association or any Owner to enforce any of the Covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter.

14.2 Enforcement of Covenants by Village.

In the event the Association or an Owner fails to satisfactorily perform any of its responsibilities under these Covenants, the Village may, but shall not be obligated, to perform them, and the costs thereof may be recorded as a lien or liens on the title to all the Units within the Property, if the responsibility is that of the Association, or as a lien against an individual Unit, if the responsibility is that of an individual Owner. Any such lien may be foreclosed by court action initiated by the Village in any manner provided for in the Illinois Code of Civil Procedure or other applicable law. In addition to the foregoing remedy, the Village may pursue any other remedy or right provided by law including, but not limited to, pursuing an action at law against the Association and/or the Owner.

14.3 Duration, Termination and Amendment.

Subject to the provision hereof, these covenants shall remain in full force and effect for a period of thirty-five (35) years from the date hereof, and thereafter they shall be deemed to have been automatically renewed for successive terms of ten (10) years except that at any time, and from time to time, they may be amended or terminated by the vote of the Owners of not less than sixty-seven percent (67%) of the Units then in the Association. No amendment shall be effective if it is contrary to or purports to vary or modify any obligation or right under the Village's Special Use Ordinance 98-2719, as now or hereafter amended, unless Village has consented in writing to such amendment and such writing is placed of record with the Recorder of Deeds.

Any termination or amendment of a material nature shall require the prior written approval of Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following shall be considered as material:

- A. Voting Rights;
- B. Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- C. Reductions in reserves for maintenance, repair, and replacement of Common Areas;
- D. Responsibility for maintenance and repairs;
- E. Reallocation of interests in the Common Areas, or rights to their use;
- F. Redefinition of the boundaries of any Unit;
- G. Convertibility of Units into Common Areas or vice versa;
- H. Expansion or contraction of the Development, or the addition, annexation or withdrawal of property to or from the Development;
- I. Hazard or fidelity insurance requirements;
- J. Imposition of any restrictions on the leasing of Units;

- K. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her unit;
- L. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;
- M. Restoration or repair of the Development (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration, or the Articles of Incorporation or By-Laws of the Association;
- N. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- O. Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

Any termination of the legal status of the project for reasons other than substantial destruction or condemnation must be approved by Eligible Mortgage Holders representing at least 67% of the votes of the Units then in the Association. Any amendment or termination shall be effected by recording in the office of the Recorder of Deeds of the County in which the Property is located, a document executed by the required number of Owners, setting out such amendment(s) or stating that these Covenants shall be terminated or amended as provided therein. It shall be the duty of the Association to notify the Eligible Mortgage Holders (where applicable) and all Owners of any action under this Section by mail at least thirty (30) days prior to the date of any meeting called to decide any such action. Implied approval of an Eligible Mortgage Holder shall be assumed when the Eligible Mortgage Holder fails to submit a response to any written proposal

for an amendment within thirty (30) days after it receives proper notice of the proposal provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

14.4 Powers Retained by Developer.

A power coupled with an interest is hereby retained by and granted to the Developer (acting by and through its duly authorized officers), its successors, assigns or designees, as attorney-in-fact, to amend this Declaration, the By-laws of the Association, or the Articles of Incorporation of the Association, for any of the following purposes: (a) compliance with requirements of the Veterans Administration, the Department of Housing and Urban Development, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, any successor to any of such organizations and any other federal, state or local governmental entity or agency; (b) correcting any typographic or scrivener's error; and (c) meeting requirements of the Internal Revenue Code as now, or hereafter amended, (i) relating to organizations exempt from tax or (ii) specifically exempting homeowners' association from any Federal income tax, provided that Developer shall have no obligation to cause any such amendment to be made. The acceptance of each deed, mortgage or other instrument with respect to any Unit which is subject to these Covenants shall be deemed to be a confirmation of such power to such attorney-in-fact and shall be deemed to constitute a consent and agreement to and acceptance, confirmation and ratification of all such amendments, which shall be effective upon the recording in the office of the Recorder of Deeds of the County within which the Community is located of an appropriate instrument, setting forth the amendment, and its authorization pursuant to this Section 14.4, which instrument shall be executed and acknowledged by Developer.

14.5 Temporary Sales Facilities.

The Developer may maintain a temporary sales and construction office within the Property provided that it is constructed and located in accordance with a plan approved in writing in advance by the Village and is maintained to the reasonable satisfaction of the Village. The aforesaid office may be located in a trailer or in a model or residential home. If a trailer is utilized for sales purposes, it shall be removed from the Property before September 15, 2000, or when the Developer's initial sales activities terminate, or when the Developer completes its first model home, whichever occurs first unless extended by the Village after the Developer's request.

14.6 Assignment of Developer's Rights.

Notwithstanding anything herein to the contrary, Developer hereby reserves the right to transfer, assign, mortgage or pledge any and all of its privileges, rights, title and interest hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds in the County in which the Property is located. Upon such assignment the assignee shall be deemed the "Developer" for purposes hereof and Developer shall be relieved of any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of Developer shall have or incur any liability for the obligations or acts of any predecessor in interest.

14.7 Leases.

Any lease or rental agreement affecting any Unit must be in writing, for a period of at least six (6) months, and shall be subject to these Covenants, and the Articles of Incorporation and By-Laws of the Association.

14.8 Professional Management Contracts.

Developer shall not directly or indirectly bind the Association to any professional management contract unless such contract includes a right of termination without cause that the Association can exercise at any time after transfer of control. Said right of termination shall not require any payment of any penalty or advance notice of more than ninety (90) days.

14.9 Village Ordinances Prevail.

None of the covenants, conditions, restrictions or provisions of the Declaration are intended to supersede or prevail over the ordinances of general or specific applicability of the Village as they currently exist or as they may be amended from time to time, in which the Development is located, and in the event of any conflict, the applicable ordinances of the Village shall supersede and prevail over the covenants, conditions, restrictions and provisions of this Declaration.

14.10 Severability.

Invalidation of any one or more of the provisions of these Covenants or portions thereof by judgment or court order shall in no way affect the validity of any of the other provisions or portions thereof, which shall remain in full force and effect.

14.11 Notices.

Any notice or other communication required to be sent to any Owner, Eligible Mortgagee, or First Mortgagee under the provisions of this instrument shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner, Eligible Mortgagee, or First Mortgagee on the records of the Association at the time of

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such mailing. Notice to the Association shall be sent in the manner addressed to its President or Secretary at 2500 W. Higgins Road, Suite 1250, Hoffman Estates, Illinois 60195, or to such other address of which the Association shall have notified the Unit Owners in the aforesaid manner.

14.12 Captions.

The paragraph captions in this instrument are for convenience only and do not in any way define, limit, describe or amplify the terms and provisions of this instrument or the scope or intent thereof.

IN WITNESS, THE OAKS OF BARRINGTON L.L.C., a Delaware limited liability company has caused its name to be signed to this instrument by its managing member this day of 1998.

THE OAKS OF BARRINGTON L.L.C.

By: LAKEWOOD HOMES, INC.
its managing member

By:

President

Attest:

Secretary

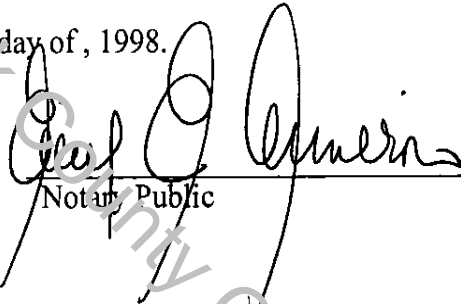
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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, , a Notary Public in and for said County, in the State aforesaid, do hereby certify that and , personally known to me as the President and Secretary respectively, of Lakewood Homes, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the same instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

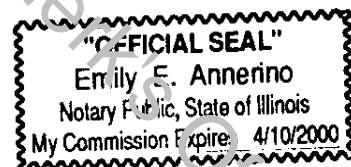
GIVEN under my hand and seal this day of , 1998.



Notary Public

My commission expires:

4/10/2000



Prepared by and Return to:

John H. Mays
Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601
Phone: (312) 236-3003

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EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 – 55, both inclusive, and Outlots A, B, C and D in Amended - The Oaks of Barrington, being a subdivision of part of the Northwest Quarter of the Southwest Quarter of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded November 23, 1998 as Document No. 08061593, in Cook County, Illinois.

pin numbers 01-12-300-001 & 01-12-300-004

Property of Cook County Clerk's Office

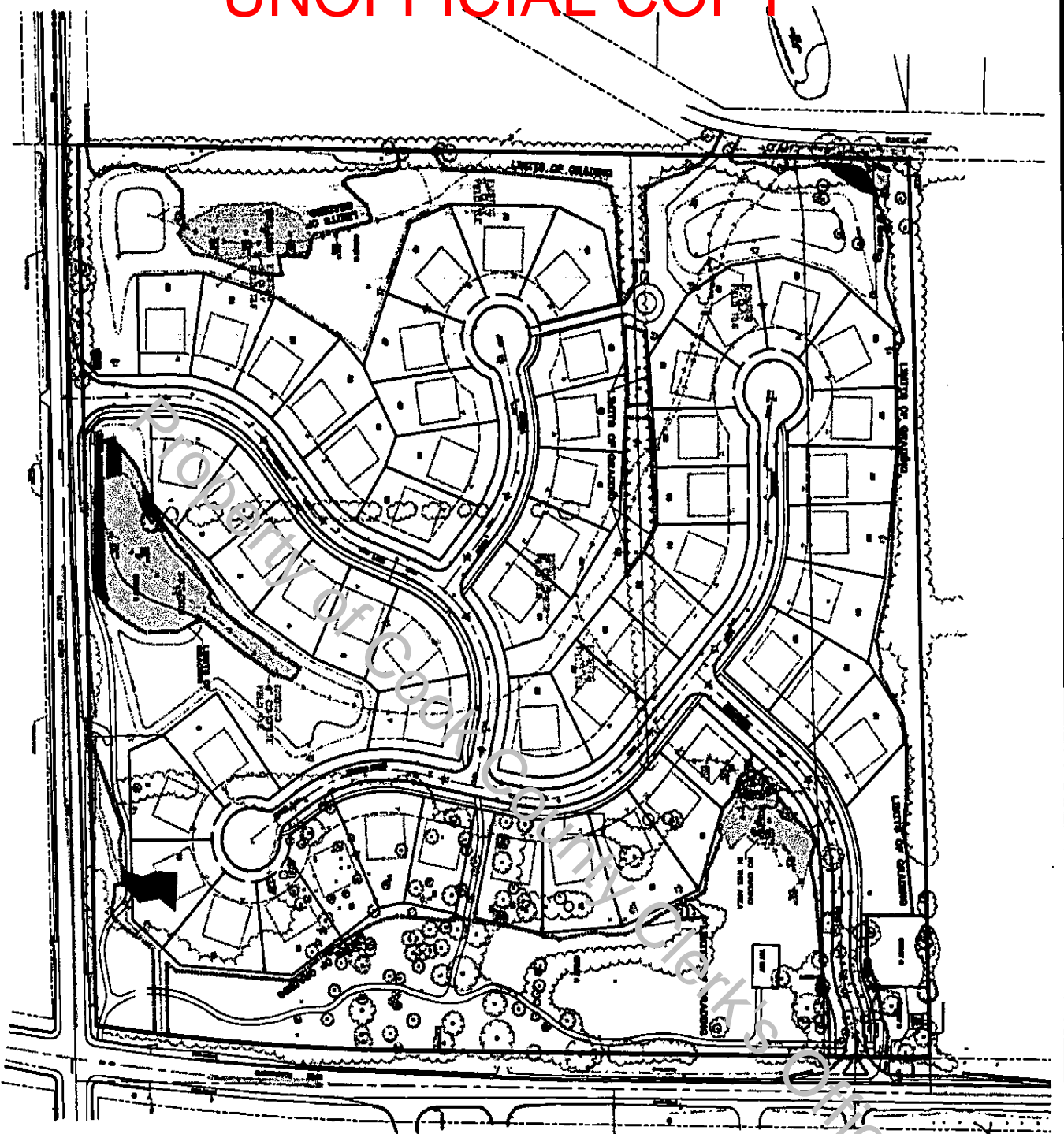
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CONTRACT NO. 1578/265
DATE 12/7/2005
SCALE 1" = 100'

THE OAKS OF BARRINGTON

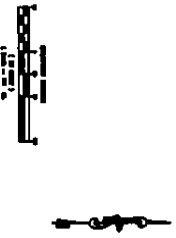
TREE & WETLAND PRESERVATION PLAN

PROJECT NO. 1578/265
DATE 12/7/2005
SCALE 1" = 100'
DESIGNED BY [Signature]

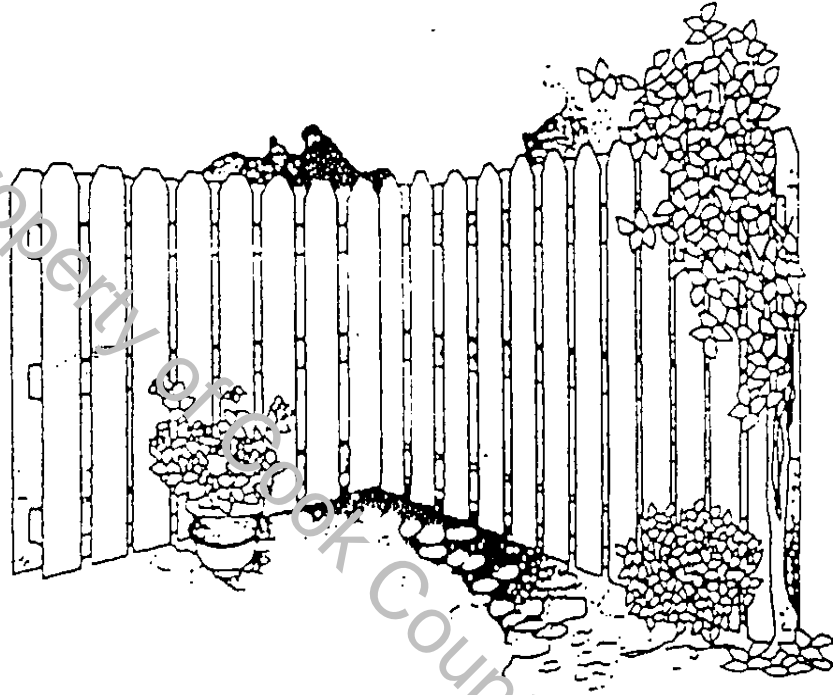


LEGEND

- WETLAND LOCATION AND NUMBER
- WETLAND IMPACT LOCATION & AREAGE OF IMPACT
- EX. INDIVIDUAL TREE LOCATION
- EX. TREELINE LOCATION
- LIMITS OF GRADING (APPROXIMATE PRESERVATION LIMITS AROUND EX. TREES & WETLANDS)
- WETLAND IMPACT
- LIMITS OF GRADING



BOARD ON BOARD



Association
Perimeter Fence

LEGAL DESCRIPTION - WETLANDS TO REMAIN NO. 1

That part of Outlot A in The Oaks of Barrington, being a subdivision of part of the Northwest Quarter of the Southwest Quarter of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 28, 1998 as Document No. 98659757, described as follows:

Commencing at the Southwest corner of Lot 1 in said The Oaks of Barrington; thence South 36 degrees 33 minutes 36 seconds East 60.22 feet to the Place of Beginning; thence North 54 degrees 21 minutes 14 seconds East 39.99 feet; thence North 60 degrees 55 minutes 53 seconds East 32.93 feet; thence North 82 degrees 18 minutes 06 seconds East 29.00 feet; thence North 46 degrees 38 minutes 26 seconds East 29.26 feet; thence North 40 degrees 37 minutes 02 seconds East 30.00 feet; thence South 89 degrees 11 minutes 19 seconds East 9.11 feet; thence North 40 degrees 37 minutes 02 seconds East 35.83 feet; thence North 67 degrees 18 minutes 36 seconds East 17.36 feet; thence North 66 degrees 50 minutes 16 seconds East 31.22 feet; thence North 69 degrees 24 minutes 35 seconds East 18.56 feet; thence North 37 degrees 21 minutes 15 seconds East 53.80 feet; thence North 34 degrees 44 minutes 30 seconds East 24.96 feet; thence North 26 degrees 35 minutes 56 seconds East 22.78 feet; thence North 47 degrees 52 minutes 23 seconds East 20.08 feet; thence North 27 degrees 22 minutes 17 seconds East 28.29 feet; thence North 33 degrees 58 minutes 32 seconds East 15.36 feet; thence South 50 degrees 46 minutes 37 seconds East 16.55 feet; thence South 14 degrees 47 minutes 19 seconds West 27.95 feet; thence South 34 degrees 29 minutes 47 seconds West 28.83 feet; thence South 32 degrees 49 minutes 01 seconds West 30.27 feet; thence South 36 degrees 53 minutes 29 seconds West 66.70 feet; thence South 33 degrees 03 minutes 30 seconds West 14.31 feet; thence South 41 degrees 05 minutes 31 seconds East 10.31 feet; thence South 27 degrees 29 minutes 45 seconds East 30.00 feet; thence South 00 degrees 01 minutes 27 seconds West 51.37 feet; thence South 30 degrees 06 minutes 28 seconds West 39.80 feet; thence South 39 degrees 41 minutes 40 seconds West 37.48 feet; thence South 89 degrees 14 minutes 05 seconds West 222.94 feet; thence North 25 degrees 15 minutes 00 seconds West 10.97 feet; thence South 89 degrees 55 minutes 14 seconds East 52.01 feet; thence North 13 degrees 33 minutes 04 seconds West 18.44 feet; thence North 88 degrees 09 minutes 36 second West 40.05 feet to the Place of Beginning; said parcel of land herein described contains 0.6828 acre, more or less, in Cook County, Illinois.

LEGAL DESCRIPTION - WETLANDS TO REMAIN NO. 2

That part of Outlot B in The Oaks of Barrington, being a subdivision of part of the Northwest Quarter of the Southwest Quarter of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 28, 1998 as Document No. 98659757, described as follows:

Commencing at the Southwest corner of Lot 55 in said The Oaks of Barrington; thence North 38 degrees 01 minutes 20 seconds West 89.52 feet to the Place of Beginning; thence North 64 degrees 40 minutes 51 seconds West 20.21 feet; thence North 26 degrees 45 minutes 32 seconds West 45.83 feet; thence North 03 degrees 17 minutes 32 seconds West 54.75 feet; thence North 00 degrees 56 minutes 47 seconds West 36.09 feet; thence North 22 degrees 17 minutes 51 seconds East 39.05 feet; thence North 56 degrees 37 minutes 24 seconds East 33.88 feet; thence South 75 degrees 49 minutes 32 seconds East 24.87 feet; thence South 06 degrees 50 minutes 48 seconds East 64.81 feet; thence South 02 degrees 01 minutes 42 seconds East 53.36 feet; thence South 16 degrees 21 minutes 46 seconds West 37.53 feet; thence South 33 degrees 47 minutes 50 seconds West 42.47 feet to the Place of Beginning; said parcel of land herein described contains 0.2676 acre, more or less, in Cook County, Illinois.

Cook County Clerk's Office

LEGAL DESCRIPTION - WETLANDS TO REMAIN NO. 3

That part of Outlot A in The Oaks of Barrington, being a subdivision of part of the Northwest Quarter of the Southwest Quarter of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 28, 1998 as Document No. 98659757, described as follows:

Commencing at the Southeast corner of said Outlot A; thence South 88 degrees 58 minutes 40 seconds West along the South line of said Outlot A a distance of 376.55 feet to the Place of Beginning; thence continuing South 88 degrees 58 minutes 40 seconds West along the South line of said Outlot A a distance of 13.50 feet; thence North 07 degrees 12 minutes 23 seconds West 5.20 feet; thence North 81 degrees 34 minutes 32 seconds East 53.13 feet; thence North 86 degrees 43 minutes 50 seconds East 28.40 feet; thence North 72 degrees 04 minutes 21 seconds East 36.99 feet; thence North 73 degrees 16 minutes 20 seconds East 23.04 feet; thence North 53 degrees 46 minutes 18 seconds East 20.58 feet; thence North 88 degrees 58 minutes 40 seconds East 18.76 feet; thence South 06 degrees 36 minutes 54 seconds East 7.22 feet; thence South 61 degrees 48 minutes 21 seconds West 28.44 feet; thence South 75 degrees 56 minutes 32 seconds West 71.47 feet; thence South 83 degrees 18 minutes 22 seconds West 43.41 feet; thence South 80 degrees 40 minutes 31 seconds West 37.49 feet to the Place of Beginning; said parcel of land herein described contains 0.0369 acre, more or less, in Cook County, Illinois.

Cook County Clerk's Office

LEGAL DESCRIPTION - WETLANDS TO REMAIN NO. 4

That part of Outlot A in The Oaks of Barrington, being a subdivision of part of the Northwest Quarter of the Southwest Quarter of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 28, 1998 as Document No. 98659757, described as follows:

Commencing at the Northerly most corner of Lot 20 in said The Oaks of Barrington; thence South 30 degrees 58 minutes 00 seconds East along the Northeasterly line of said Lot 20 a distance of 47.44 feet to a bend point on the Northeasterly line of said Lot 20; thence North 40 degrees 36 minutes 00 seconds East 2.00 feet to the Place of Beginning; thence North 38 degrees 00 minutes 28 seconds East 31.21 feet; thence North 06 degrees 59 minutes 09 seconds East 31.05 feet; thence North 56 degrees 27 minutes 39 seconds East 31.20 feet; thence North 35 degrees 57 minutes 27 seconds East 46.93 feet; thence South 75 degrees 07 minutes 23 seconds East 72.30 feet; thence South 65 degrees 24 minutes 15 seconds West 70.04 feet; thence South 01 degrees 17 minutes 15 seconds East 41.20 feet; thence South 38 degrees 52 minutes 26 seconds West 23.76 feet; thence South 47 degrees 42 minutes 16 seconds East 29.43 feet; thence South 34 degrees 05 minutes 25 seconds West 19.52 feet; thence North 88 degrees 11 minutes 10 seconds West 24.11 feet; thence North 53 degrees 40 minutes 05 seconds West 38.51 feet; thence North 81 degrees 04 minutes 15 seconds West 17.06 feet; thence North 49 degrees 24 minutes 00 seconds West 10.00 feet to the Place of Beginning; said parcel of land herein described contains 0.1900 acre, more or less, in Cook County, Illinois.

Cook County Clerk's Office

EXHIBIT "D"
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LEGAL DESCRIPTION - WETLANDS TO REMAIN NO. 5

That part of Outlot B in The Oaks of Barrington, being a subdivision of part of the Northwest Quarter of the Southwest Quarter of Section 12, Township 42 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 28, 1998 as Document No. 98659757, described as follows:

Commencing at the Northwest corner of said Outlot B; thence South 01 degrees 18 minutes 48 seconds West along the West line of said Outlot B a distance of 4.25 feet to the Place of Beginning; thence North 77 degrees 13 minutes 46 seconds East 7.83 feet; thence South 09 degrees 58 minutes 48 seconds West 12.29 feet; thence South 40 degrees 33 minutes 20 seconds East 20.94 feet; thence North 88 degrees 20 minutes 13 seconds East 19.34 feet; thence South 64 degrees 32 minutes 02 seconds East 19.15 feet; thence South 19 degrees 30 minutes 38 seconds West 10.00 feet; thence South 60 degrees 10 minutes 33 seconds West 41.40 feet; thence South 29 degrees 50 minutes 22 seconds West 14.26 feet; thence South 06 degrees 47 minutes 26 seconds West 57.57 feet; thence South 12 degrees 56 minutes 58 seconds West 24.70 feet; thence South 40 degrees 39 minutes 22 seconds East 7.71 feet; thence South 27 degrees 11 minutes 00 seconds East 7.13 feet; thence South 17 degrees 11 minutes 54 seconds East 19.01 feet; thence North 74 degrees 49 minutes 08 seconds West 15.71 feet to a point on the West line of said Outlot B; thence North 01 degrees 18 minutes 48 seconds East along the West line of said Outlot B a distance of 183.86 feet to the Place of Beginning; said parcel of land herein described contains 0.0666 acre, more or less, in Cook County, Illinois.

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Cook County Clerk's Office