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P.I.N. 02-10-100-012
02-10-100-016

**DECLARATION
OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
FOREST GLENN COMMUNITY ASSOCIATION**

THIS DECLARATION, made and entered this 20th day of OCTOBER, 1999, by **INSIGNIA HOMES, L.L.C.**, an Illinois limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the legal title holder of certain real estate (the "Premises") in the Village of Palatine, Illinois, the legal description of which is set forth in Exhibit "A" attached to and made a part of this Declaration; and

WHEREAS, Declarant intends to develop on the Premises a residential complex consisting of a number of separate buildings including attached single family townhomes, each building containing residential dwelling units along with various facilities common to the entire complex, including, but not limited to landscaped areas, driveways, streets, roads, lights, signs, parking areas, walkways, detention ponds and other amenities, which such residential dwelling units may be submitted to this Declaration in phases as part of a master plan of development; said master plan of



Village of Palatine
200 E. Wood Street
Palatine, IL 60067
ATTN: Village Clerk

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development hereinafter referred to as the "Forest Glenn Development"; and WHEREAS, Declarant is not under any obligation to construct any buildings and improvements not submitted to the terms of this Declaration, but may do so at its election. The entire residential community so submitted will be known as "Forest Glenn"; and

WHEREAS, the initial improvements to the Premises will include various community facilities such as walks, roads, streets, paths, landscaping, detention pond, open spaces and parking areas intended for the benefit of the entire building complex which may eventually be constructed by Declarant in the Forest Glenn Development Area; and

WHEREAS, in order to provide for the necessary ownership, administration, maintenance and common enjoyment of the Forest Glenn Development Area, and to implement the development, preservation and enhancement of all buildings and other improvements which Declarant may from time to time construct in the entire Forest Glenn Development Area, Declarant has (i) formed or will form the Forest Glenn Community Association (the "Community Association") under the Illinois General Not-for-Profit Corporation Act, which shall have the responsibility for owning, administering and maintaining the Community Area in accordance with the provisions hereof; and (ii) hereby causes the Premises to be subject to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Premises described in Exhibit "B" attached hereto are and hereafter shall be transferred, held, sold, conveyed and accepted subject to this Declaration.

Declarant does hereby further declare that the following rights, easements, covenants, restrictions, conditions, burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter among all parties having or acquiring any right, title or interest in any portion of the

Premises; (2) be binding upon and inure to the benefit of each owner (as further defined in Paragraph 1.05); and (3) run with the land subject to this Declaration, to be held, sold and conveyed subject thereto.

ARTICLE I

DEFINITIONS

For purposes of brevity and clarity, the following words and terms, when used in this Declaration, shall have the following meanings unless otherwise required by the context:

- 1.01 **Board**: The Board of Directors of the Community Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article II hereof.
- 1.02 **Community Area**: The portion of the Premises legally described in Exhibit "C" attached hereto, together with all easements, rights and appurtenances belonging thereto, and all fixtures, improvements, structures and personal property thereon intended for the mutual use, benefit or enjoyment of Members. Such term also includes: (a) all property rights, easements, leaseholds and other interests in real estate received by or created for the benefit of the Community Association and all fixtures and personal property thereon and appurtenances belonging thereto, intended for the mutual use, benefit or enjoyment of Members; and (b) such other real estate or interests therein.
- 1.03 **Community Association**: Forest Glenn Community Association, an Illinois not-for-profit corporation, and its successors and assigns.

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- 1.04 **Declaration**: This Declaration and all amendments hereof and thereof. References to “this” Declaration or to any “other” Declaration shall mean this instrument as so amended and supplemented.
- 1.05 **Dwelling Unit**: A residential housing unit consisting of a group of rooms which is designed or intended for use exclusively as living quarters for one family as constructed by Declarant upon the Premises.
- 1.06 **Member**: An Owner who holds membership in the Community Association pursuant to Paragraph 2.01 hereof and who is subject to assessment pursuant to Paragraph 4.01 hereof.
- 1.07 **Owner**: The record owner, whether one or more persons or entities, of a fee simple title to any Dwelling Unit, including contract sellers, but excluding those other than contract sellers having such interest merely as security for the performance of an obligation. The term “Owner” shall include Declarant to the extent of the number of Dwelling Units owned by Declarant or by any title holding trust of which Declarant shall be the sole beneficiary, and also includes the interest of Declarant (or of such title holding trust) as contract seller of any Dwelling Unit.
- 1.08 **Forest Glenn Development**: The real estate legally described on Exhibit “B” attached hereto, as well as that real estate, if any, hereinafter subjected to the terms and provisions of this Declaration.
- 1.09 **Premises**: The real estate legally described Exhibit “A” attached hereto (including all easements appurtenant thereto).

- 1.10 **Unit Membership**: The membership in the Community Association which is appurtenant to a Member's Dwelling Unit as provided in Paragraph 2.01 hereof.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE COMMUNITY ASSOCIATION: BOARD OF DIRECTORS OF THE COMMUNITY ASSOCIATION

2.01 **Membership**. Every Owner of a Dwelling Unit which is subject to assessment pursuant to Paragraph 4.01 hereof is hereby declared to be a Member of the Community Association. Membership is appurtenant to and shall not be separated from ownership of such Owner's Dwelling Unit. Each such Owner, by acceptance of a deed or other conveyance of a Dwelling Unit, thereby becomes a Member, whether or not this Declaration or such membership is made a part of, incorporated by reference in, or expressed in the deed or conveyance. There shall be one membership allocable to each assessable Dwelling Unit (herein called a "Unit Membership") and any Member who is the owner of more than one such Dwelling Unit shall have the number of Unit Memberships equal to the number of such Dwelling Units. If the record ownership of a Dwelling Unit shall be in more than one person, or if an Owner of a Dwelling Unit is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto, shall be designated by such Owner or Owners in writing to the Community Association at the time the Dwelling Unit becomes subject to assessment by the Community Association. Such designation may be changed from time to time thereafter by notice in writing to the Community Association. Ownership of a Dwelling Unit shall be the sole qualification for membership in the Community Association. Declarant shall

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be a Member of the Community Association only to the extent that Declarant owns Dwelling Units which are subject to assessment pursuant to Paragraph 4.01 hereof.

2.02 **Voting Rights.** Members shall not have voting rights in the Community Association, and shall be represented at Community Association meetings only through delegates selected in accordance with the provisions of Paragraph 2.03 hereof (herein called "Association Delegates").

2.03 **Selection of Association Delegates.** The members shall be represented at Community Association meetings by a delegation composed of one (1) Association Delegate from each building constructed on the Premises. Except for Association Delegates appointed by Declarant, each such Association Delegate must be a Member of the Community Association or a spouse of a Member.

2.04 **Method of Voting.** The total number of votes which may be cast on any matter requiring assent of Members of the Community Association shall be equal to the total number of Unit Memberships in the Forest Glenn Development area at the time of any such vote. Whenever a vote of the Members of the Community Association is required pursuant to this Declaration, or pursuant to the charter or Bylaws of the Community Association, or is otherwise required by law, such votes shall be cast only by the Association Delegates representing the respective Members, in the same manner and with the same force and effect as though each Member had given the delegation of Association Delegates which represents such Member's building an irrevocable proxy coupled with an interest. Each such delegation shall collectively cast a total number of votes equal to the number of Unit Memberships in the building which they represent. Such total number of votes may be cast in such manner as the delegation, acting in accordance with its rules of

administration deems advisable and the delegation shall not be required to cast all such votes as a unit. Unless this Declaration or the charter or Bylaws of the Community Association, or any law, shall specify a greater vote, all Community Association matters requiring action by Members or by the Association Delegates shall be decided by a majority of the votes cast by Association Delegates voting at a meeting of Association Delegates at which are present Association Delegates representing a majority of the Unit Memberships in the Forest Glenn Development Area at the time of such vote.

2.05 **Board of Directors.**

- (a) The Community Association shall be governed by its Board of Directors ("Board") comprised of not less than three (3) nor more than seven (7) persons duly appointed or elected as provided herein and in the charter and Bylaws of the Community Association.
- (b) A majority of the Board elected by Association Delegates shall be Members of the Community Association or spouses of Members. Directors appointed by Declarant need not be Members.
- (c) Prior to the appointment of the first Board of the Community Association pursuant to paragraph 2.06 hereof, Declarant may exercise all rights, powers and privileges of the Board and may perform all of its functions, including its functions under Article IV hereof.

2.06 **Appointment of Directors by Declarant.** Notwithstanding any other provisions of this Declaration or the charter or Bylaws of the Community Association the first and each subsequent Board of the Community Association shall consist of, and vacancies on the Board shall

be filled by, such persons as Declarant shall from time to time appoint, until the first to occur of any one of the following events: (i) Declarant notifies the Community Association in writing that it has completed and sold or leased all Dwelling Units to be constructed by Declarant in the Forest Glenn Development Area; (ii) ten (10) years shall have elapsed from the date upon which this Declaration is recorded; or (iii) Declarant, by written notice to the Community Association, voluntarily elects to terminate its control of the Community Association. Such right of Declarant to appoint Directors shall be to the exclusion of the right of the Members or the Association Delegates to do so. The Owners, Members or Association Delegates shall not, without the prior written consent of Declarant, have the right to amend, modify or change the charter or Bylaws of the Community Association to in any way diminish the authority of the Board during the period that Declarant has the right to appoint any members of the Board.

Declarant may, from time to time, by written notice to the Community Association, voluntarily waive its right to appoint one or more Directors, and continue to exercise its right to appoint the remaining members of the Board for the period hereinabove specified. Election by Declarant to waive its right to appoint any member or members of the Board or to terminate its control of the Community Association, shall not affect the right of Declarant to participate in the Community Association as a Member thereof and to appoint Association Delegates to cast the number of votes equal to the number of Dwelling Units owned by Declarant. All Directors who are not subject to appointment by Declarant shall be elected by Association Delegates in accordance with the provisions of Paragraphs 2.07 and 2.08 hereof.

2.07 First Meeting of Association Delegates to Elect Directors. Upon receipt by the President of the Community Association of appropriate evidence of the waiver of Declarant's right

to select all the Directors of the Community Association, the President shall promptly convene a meeting of the Association Delegates for the purpose of electing a new Board or to elect those Directors who no longer are to be appointed by Declarant.

2.08 **Election of Directors by Association Delegates.** Upon waiver of Declarant's right to appoint any of or all the Directors, pursuant to Paragraph 2.06 hereof, those Directors not subject to appointment by Declarant shall be elected by vote of the Association Delegates in accordance with the provisions of this Article. Notwithstanding such election, any Director theretofore appointed by Declarant who does not elect to resign may stay in office for the balance of his unexpired term and until his successor is elected and qualified.

2.09 **Informal Action by Directors.** Unless specifically prohibited by the charter or Bylaws of the Community Association, any action required by this Declaration to be taken by the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Any such consent signed by all the Directors shall have the same effect as a unanimous vote.

2.10 **Informal Action by Association Delegates.** Any action required by this Declaration to be taken at a meeting of the Association Delegates, or any other action which may be taken at a meeting of the Association Delegates may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Association Delegates entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Association Delegates.

2.11 **Liabilities.** None among the Declarant (including its beneficiaries), its members, officers, partners, employees, the Board, members of the Board, officers of the Community

Association and the agents and employees of any of them (all of the above hereinafter referred to as the "Protected Parties") shall be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions made in good faith as such members of the Board or officers of the Community Association or acting as the Board. The Owners hereby agree to indemnify, hold harmless, protect and defend any and all of the Protected Parties against all contractual liability to others arising out of contracts made by the Board, or acting as the Board, on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is intended that the liability of each Owner arising out of such indemnity, shall be limited to and borne by each such Owner, in the proportion that each such Owner's Dwelling Unit bears to the total number of Dwelling Units in the Premises at the time the loss, cost, damage or expense is incurred. The Board shall assess each Owner for his share of the cost of such indemnification, and such assessment shall be collectible and enforceable in mode and manner as set forth in Article IV hereof. To the extent possible the obligation of the Owners for indemnification hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Community Association.

2.12 **Governing Law.** Except as otherwise provided in this Declaration, the Community Association, its Board, officers and Members shall be governed by the Illinois General Not-for-Profit Corporation Act.

ARTICLE III

EASEMENTS AND PROPERTY RIGHTS

3.01 **Easements to Run with Land.** All easements described herein are easements appurtenant, running with the land, and, so long as the Premises are subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Premises, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article III, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees and mortgagees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

3.02 **Easements of Access.**

- (a) Every Owner of a Dwelling Unit is hereby granted and reserved a perpetual nonexclusive easement for the purpose of reasonable ingress and egress to and from all public and private ways which adjoin the Community Area and such owner's Dwelling Unit through, over and across such portions of the Community Area as shall from time to time be prescribed by the Board for such purpose. The use by each Owner and by his invitees of the portions of the Community Area so prescribed shall be subject to such reasonable rules and regulations as the Board shall promulgate.
- (b) The Village of Palatine, Illinois, is hereby granted the right of access in and through the Premises for emergency and service vehicles and equipment, including, but not limited to fire, ambulance and police vehicles and

equipment. Declarant has requested and does hereby permit the police department of the Village of Palatine, Illinois to regulate traffic on and access to all private streets and private common driveways within the Premises. Declarant does hereby grant the right of ingress and egress as specified by the Village of Palatine, to the property owner(s) to the east when redevelopment occurs on that adjacent east property. The ingress and egress location has been located on the site plan and engineering plans approved with this declaration.

- (c) The provisions of this Paragraph 3.02 shall not be construed to authorize Members to enjoy access to the portions of any building which are designed and intended to serve only the Dwelling Units located in such building.

3.03 **Right of Enjoyment.** Every Member shall have the right and easement of enjoyment in and to the Community Area, which right and easement shall include but not be limited to easements for vehicular parking, pedestrian and vehicular ingress and egress, placing of utilities appurtenant to his Dwelling Unit and use of open spaces and other community facilities. Such right and easement shall be appurtenant to and shall pass with the title to every Dwelling Unit, subject to the following rights:

- (a) The right of the Community Association to pass reasonable rules and regulations;
- (b) The right of the Community Association to levy assessments as provided in this Declaration;

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- (c) The rights of the Community Association and the Declarant reserved under this Declaration;
- (d) The right of the Community Association to change, improve or modify the community Area and to mortgage or otherwise encumber the same, or any portion thereof, to secure any indebtedness or obligation of the Community Association, whether or not the proceeds of such mortgage or encumbrance shall be used for the improvement of the Community Area;
- (e) The right of the Community Association to control parking in the Community Area by rules and regulations; and
- (f) The right of the Community Association to dedicate to transfer all or any part of the Community Area to the Village of Palatine, Illinois, or to any other public agency, authority or utility for such purposes and subject to such conditions as may be approved by the Board and the Community Association pursuant to a vote of the Association Delegates.

3.04 **Delegation of Use.** Any Owner of a Dwelling Unit may delegate, in accordance with and subject to rules and regulations adopted by the Community Association, his rights of access to and enjoyment of the Community area to persons in his family, his tenants, or contract purchasers who reside in his Dwelling Unit.

3.05 **Encroachments.** In the event that, by reason of the construction, settlement or shifting of any structures located on the Premises, any improvements located on the Community Area encroaches or shall hereafter encroach upon any portion of the Premises which is not owned by the owner of the encroachment, valid easements for the maintenance of such encroachment are

hereby established and shall exist for the benefit of the owner of such encroachment; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any owner if such encroachment or use is detrimental to or materially interferes with the reasonable use and enjoyment of the Premises burdened thereby and if it occurred due to the willful conduct of the owner of such encroachment.

3.06 **Easements for Utilities.** The Village of Palatine, the Declarant and all other suppliers of "Utilities" (as defined in Paragraph 6.04 hereof) serving the Premises, their respective officers, employees and agents, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Premises for the purpose of providing the Premises with such "Utilities", together with the reasonable right of ingress to and egress from the same for said purpose. All utility equipment shall be underground except for customary pedestals and transformers serving said underground utilities. The aforesaid easements shall be subject to Board approval and the Board may hereafter grant other or additional easements for "Utilities" for the benefit of the Premises over, under, along and on any portion of the Premises.

3.07 **Emergency Access.** The Village of Palatine, Illinois is hereby granted the right of access in and through the Premises for emergency purposes, including, but not limited to, fire, ambulance and public purposes. In addition, the Village of Palatine, Illinois shall have access in and through the Premises for the maintenance of flood control structures and appurtenances in accordance with the ordinances of the Village.

3.08 **Easements for Other Utilities.** To the extent not undertaken by the Village of Palatine, the Community Association shall be solely responsible for all of the maintenance and

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repair of the sanitary sewer system, storm sewer system, pumping stations, water mains, pipes, retention pond and all related facilities appurtenant thereto. The Declarant and/or Community Association may enter into such contracts with other entities it may elect with respect to the maintenance and repair of the above. An easement is hereby granted to such entities for such purposes along and upon the Premises or any portion thereof.

3.09 **Easement and Agreement for Maintenance and Repair.** Declarant will cause the construction and installation of various improvements, including but not limited to detention facilities, ("Proposed Improvements") to serve the Forest Glenn Development. The Community Association shall have the obligation to perform maintenance and repair work as may be required for the operation of the Proposed Improvements and the Community Area. In the event that the Community Association fails or neglects to perform such maintenance and repair work, the Village of Palatine shall have the right at its option to perform such maintenance and repair work as may be required for the operation of the Proposed Improvements and if necessary on the Community Area and shall then be entitled to reimbursement from the Community Association for all such costs of maintenance and repairs and shall further have a lien against the Forest Glenn Development for any sums expended or incurred in connection therewith plus an amount equal to 18% interest per annum thereon from the date such costs are incurred through the date the Village is reimbursed. The Village shall have the right to collect its reasonable attorney's fees and court costs incurred in collecting said costs. The Village of Palatine is granted an easement for access in and through the property as and for maintenance and repairs to the Proposed Improvements.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation for Assessments.

- A. Each Owner (excluding Declarant and the Community Association) of a Dwelling Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each Dwelling Unit owned by such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Community Association such assessments and user charges as are levied pursuant to the provisions of this Declaration and the Bylaws of the Community Association. Such assessments and user charges, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and a continuing lien upon the Dwelling Unit against which such assessment is made and upon the Unit Membership appurtenant thereto. Each such assessment, and user charge, together with such interest and costs, shall also be the personal obligation of the Member who was the Owner of such Dwelling Unit at the time when the assessment fell due.
- B. Declarant shall not be a Member of the Community Association, provided, however, that to the extent that Declarant shall be an Owner of a Dwelling Unit which is leased to anyone other than the Community Association, Declarant shall as to each such leased Dwelling Unit, be deemed subject to the provisions of this Article , and to hold a Unit Membership appurtenant

thereto, but only from and after the first day of the month it receives rent for such Dwelling Unit. There shall be no Unit Memberships appurtenant to any Dwelling Units owned by or operated for the benefit of the Community Association or Condominium Association.

4.02 **Purpose of Assessments.** The assessments levied by the Community Association (or by Declarant acting on its behalf pursuant to Paragraph 2.05(c) hereof) shall be used for the purpose of promoting the health, safety and welfare of the Members of the Community Association and in particular, without limiting the foregoing: (i) for the improvement and maintenance of the services and facilities devoted to such purpose and related to the use and enjoyment of the Community Area, including reasonable reserves, and further including but not limited to, the maintenance (including street cleaning, waste and snow removal), repair, and replacement of the streets, walks, paths, access facilities, detention pond, perimeter fencing, and of all other improvements on the Community Area, and added planting, replanting, care, and maintenance of trees, shrubs, flowers, grass, and all other landscaping of the Community Area; (ii) for the payment of taxes and insurance on and the making of repairs, replacements and additions to the Community Area, defraying the cost of labor, equipment, material and office and utility space required for the management and maintenance of the Community Area, and (iii) in general for carrying out the duties of the Board as set forth in this Declaration and the Bylaws of the Community Association; and for carrying out the purposes of the Community Association as stated herein and in its charter.

4.03 **Assessment Procedures.**

- A. **Preparation of Estimated Budget.** Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages,

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materials, insurance, taxes, services, fees, repairs, replacements, management, supplies and of other items which, in the judgment of the Board, will be required to be provided to the Community Association or be required to meet the Community Association's obligations during the ensuing calendar year to effect the purposes of the Community Association, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall also take into account any estimated net operating income or deficit which may result from the operation of the Community Area during such year and income from user charges to be received pursuant to Paragraph 4.03(d) hereof. Said "estimated cash requirement" shall be allocated among and assessed to the Members in accordance with the provisions of Paragraph 4.06 hereof. On or before January 1st of the ensuing year, and the 1st day of each and every month of said year, each member shall be personally obligated to pay, in the way prescribed by Paragraphs 4.06, 4.07 and 4.08 hereof, one-twelfth (1/12) of such Member's annual assessment, together with all user charges incurred by such Member during the preceding month. If the actual expenditures paid or provided for by the Board during said year shall be more or less than said estimated cash requirement, any net shortage or excess shall be applied as an adjustment to the installments under the current year's estimate falling due after the amount of such net shortage or excess for the preceding year has been determined.

- B. **Adjustments to Estimated Budget.** If said “estimated cash requirement” proves inadequate for any reason (including nonpayment of any member’s assessment), the Board may at any time levy a further assessment. The Board shall serve notice of such further assessment on all Members by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly assessment payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All members shall be personally liable for and obligated to pay their respective adjusted monthly amount.
- C. **Failure to Prepare Annual Budget.** The failure or delay of the Board to prepare an annual or adjusted estimated budget shall not constitute a waiver or release in any manner of any Member’s obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, each Member shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period.
- D. **User Charges.** The Board (or the Declarant acting pursuant to Paragraph 2.05(c) hereof) may establish, and each Member shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Members or which, in the judgment of the Board or Declarant, should not be charged to every Member. Such expenses may include, without limitation, charges predicated on the

negligence of any Member or the abuse of any part of the Community Area; and fees for such other services and facilities provided to Members which should not reasonably be allocated among all of the Members in the same manner as Member assessments. Such user charges may be billed separately to each Member benefited thereby, or may be added to such Member's assessments as otherwise determined, and collected as part thereof pursuant to Paragraphs 4.06 and 4.07 hereof. Nothing herein shall require the establishment of user charges as hereinabove authorized, and the Board or Declarant may elect to treat all or any portion thereof as expenses to be defrayed by Member assessments.

- E. **Initial Assessment.** The Board shall determine the date upon which the Members who own Dwelling Unit in newly constructed buildings shall commence payment of annual assessments established by the Board, which date shall be no earlier than the date upon which the first Dwelling Unit therein is occupied, and no later than the date upon which seventy-five (75%) percent of the Dwelling Units therein are occupied. Prior to the date so established, assessments and user charges may be established by Declarant on an interim basis as provided in Section 4.09 hereof. The first estimated budget prepared by the first Board may be for the balance of the calendar year in which such budget is prepared, in which event monthly installments of assessments shall commence on the date fixed by the Board for such purpose.

4.04 Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Paragraph 4.03, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction or purchase of a specified capital improvement upon or to the Community Area, and the necessary fixtures and personal property related thereof; provided, however, that, except for special assessments which shall not exceed in any one (1) year an amount equal to the product of:

- (i) The number of Unit Memberships in the Community Association at the time of the levy;
- (ii) The sum of \$100.00; and
- (iii) The percentage of increase (or decrease in the National Consumer Price Index for Urban Wages Earners, or successor index, published by the U.S. Department of Labor Bureau of Labor Statistics average for the year 1995

Such special assessment shall first be approved at a meeting of the Association Delegates by the affirmative votes of two-thirds (2/3) of the votes cast by the Association Delegates at a meeting called and held in accordance with the provisions of Paragraph 4.05. The provisions of this Paragraph 4.04 shall not limit the power of the Board, without such prior approval, to levy assessments, reconstruct, replace or restore any improvements on the Community Area to the condition as originally constructed by Declarant, nor preclude the Board, without prior approval, from financing capital improvements provided that the sum of the annual debt services requirements of such financing and of any other special assessments not approved by the Association Delegates do not exceed the product of items (i), (ii) and (iii).

4.05 **Notice and Quorum.** Written notice of any meeting called for the purpose of authorizing any special assessments requiring approval pursuant to Paragraph 4.04 hereof shall be sent to all Association Delegates not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Association Delegates entitled to cast a majority of all the votes shall constitute a quorum.

4.06 **Allocation of Assessments Among Members.** Both annual and special assessments shall be allocated among the Members in the following manner:

- A. The total assessment levey shall first be spread among all of the buildings in the Forest Glen Development Area containing Dwelling Units owned by members of the Community Association by apportioning to each such building an amount (herein called the "Estimated Building Assessment") equal to that proportion of the total assessment which the number of unit memberships in such building bears to the total number of Unit Memberships in the Community Association, after making adjustments required to implement any interim assessments established by Declarant pursuant to Paragraph 4.09) hereof.
- B. Each Estimated Building Assessment made with respect to a building owned by a Member shall be allocated to and be the obligation of such Member.

4.07 **Payment of Assessments.**

- A. Assessments allocated under Paragraph 4.06(c) hereof shall be paid directly by such Member to the Community Association.

- B. Upon written demand of an Owner or mortgagee at any time, the Community Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's Dwelling Unit. Such certificate shall be conclusive evidence of payment of any annual or special assessments theretofore levied and not stated therein as unpaid.

4.08 **Nonpayment of Assessments.**

- A. Any installment of an assessment, which is not paid when due, shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may upon notice to such Member of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall commence to bear interest from the date of acceleration at the highest legal rate per annum. The Community Association may bring an action against the Owner or Member personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action; and the Association may enforce and foreclose any lien it has or which may exist for its benefit.
- B. No Member shall be relieved of personal liability for the assessments and for other amounts due as provided herein by nonuse of the Community Area or abandonment or transfer of ownership of his Dwelling Unit.

- C. The lien of the assessments provided for in Paragraph 4.01 hereof shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, not from the lien of any such subsequent assessment.

4.09 **Interim Assessments and User Charges During Partial Building Occupancy.**

Notwithstanding anything to the contrary contained in this Article IV, during the period prior to the time that seventy-five (75%) percent of the Dwelling Units in any building in the Forest Glenn Development Area are occupied by the first occupants thereof, Declarant may (but shall not be required to) determine the Estimated Building Assessment for such building pursuant to Paragraph 4.06(a) hereof, and the allocation thereof among the Members who are Dwelling Unit Owners in such building pursuant to Paragraph 4.06(b) hereof, and the user charges to be paid by such Members pursuant to Paragraph 4.03(d) hereof, in such manner as Declarant deems appropriate. In making the computations described in Paragraph 4.06, the Declarant may count unoccupied Dwelling Units owned by Declarant as fractional Unit Memberships during some portion of the assessment year. Declarant may from time to time during the assessment year revise the Estimated Building Assessment, the allocation thereof among members, and the schedule of user charges applicable to such building, in which event appropriate adjustments will be made in the assessment

installments and user charges falling due after notification to Members of such revised estimates. Each Member shall be personally liable to pay assessments and user charges established by Declarant pursuant to this Paragraph 4.09 (and such obligations shall be secured by a lien on such Member's Dwelling Unit), to the same extent as applies to assessments and user charges established by the Board.

4.10 **Damage by Unit Owner.** If, due to the act or omission of a resident of a Dwelling Unit or of a household pet or guest or occupant or invitee of the Owner of a Dwelling Unit, damage shall be caused to the Community Area or any portion thereof, and maintenance, repairs, or replacements shall be required thereby which would otherwise be an expense of the Community Association, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by any insurance carried by the Community Association.

ARTICLE V

ADMINISTRATION AND USE OF COMMUNITY AREA

- 5.01 **General Powers of the Board.** The Board shall have the following general powers:
- A. To adopt rules and regulations governing the use, maintenance and administration of the Community Area and for the health, comfort, safety and general welfare of persons using the Community Area. Such rules and regulations may include a restriction or absolute prohibition against access by pets to specified portions of the Community Area.
 - B. To repair, maintain, improve and replace the Community Area and all facilities and improvements located thereon; and to have such rights of

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ingress and egress over and upon the Premises as may be required to exercise such rights.

- C. To provide all necessary maintenance and services with respect to the Community Area including: (i) maintenance, repair and replacement of all streets, driveways, parking areas, walkways and sidewalks; (ii) snow removal from all driveways, parking areas, sidewalks and abutting streets; (iii) maintenance, repair, replacement, improvement and care of all trees, shrubs, grass and landscaped areas; (iv) maintenance, repair and replacement of those "Utilities" (as said term is defined in Paragraph 6.04 hereof) or portions thereof which are not maintained by the Village of Palatine or a public or quasi-public utility or authority; and (v) maintenance repair and replacement of all building exteriors.
- D. To pay for out of the assessment funds provided for in Article IV hereof, all taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Community Area, subject to the provisions of Paragraph 5.03 hereof.
- E. To retain and compensate a person or firm to manage the Community Association and the Community Area or any separate portion thereof, and provide the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Community Association, whether such personnel are employed directly by the Board or by such manager.

F. To provide any material, supplies, insurance, furniture, equipment, fixtures, labor, services, maintenance, repairs, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law, or which in its opinion shall be necessary or proper for the operation or protection of the Community Association and its members or for the enforcement of this Declaration.

G. To make the dedications and grant the utility easements described in Paragraph 7.04 hereof.

5.02 **Special Powers of the Board.** The Board shall have the following additional rights and powers, and shall pay the costs and expenses of exercising the same out of the assessment funds:

A. To execute, on behalf of all Owners, all divisions of ownership for tax assessment purposes with regard to the Community Area, or any portion thereof.

B. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent owners, if the Board sees fit.

C. To enter into contracts; maintain one or more bank accounts granting authority as the Board shall desire to one or more persons (including the managing agent of the Community Area) to draw upon such accounts; invest surplus funds of the Community Association in U.S. Government securities, in passbook savings accounts or in Certificates of Deposit insured by the Federal Deposit Insurance Corporation or the Federal Savings & Loan

Insurance Corporation; and generally to have all the powers necessary or incidental to the operation and management of the Community Association.

- D. To protect or defend the Community Area from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
- E. To adjust the amount of, collect and use any insurance proceeds to repair or replace damaged or lost property; to join with Declarant in acting on its behalf, in the creation of any insurance trust for the purpose of collecting and disbursing insurance proceeds; and if proceeds are insufficient to repair or replace damaged or lost property, to assess Members to cover the deficiency.
- F. To transfer any part of the Community Area to any title-holding land trust in exchange for the entire beneficial interest therein, or to any corporation in which the Community Association is the sole shareholder.
- G. To enforce the provisions of this Declaration and rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

5.03 **Real Estate Taxes and Assessments.** Notwithstanding anything to the contrary herein contained, the Community Association shall pay and discharge all general and special real estate taxes and assessments levied by any public authority with respect to the Community Area whether or not Declarant shall have conveyed to the Community Association title to the Community Area pursuant to Paragraph 6.05 hereof.

5.04 **Performance of Board's Duties by Declarant Pending Conveyance.** Without limiting the generality of the provisions of Paragraph 2.05.C or of Article VI hereof, until such time

as Declarant has conveyed all the Community Area within the existing Premises (as they are described on Exhibit "A" attached hereto) to the Community Association, Declarant may, at its election, discharge all or any of the duties of the Board with respect to the Community Area, in which event the Board shall reimburse Declarant for all costs and expenses from which the Community Association has been thereby relieved, and shall levy all assessments required to make such reimbursement. The Community Association shall rely on a certificate executed and delivered by Declarant with respect to all reimbursement claimed under this Paragraph 5.04.

ARTICLE VI

CERTAIN RIGHTS RESERVED TO DEVELOPER

6.01 **Declarant's Promotional Rights.** The right is reserved by Declarant and/or its agents, to place and maintain on the Premises all models, sales offices, advertising signs and banners and lighting in connection therewith and other promotional facilities at such locations and in such forms as shall be determined by Declarant. There is also reserved unto Declarant, its agents and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Premises for such sales or leasing purposes. Declarant also reserves the right to maintain on the Premises without charge (a) a general office for the purpose of exercising the development and management rights reserved in Paragraph 6.03 hereof, (b) a general construction office for Declarant's contractors, and (c) appropriate parking facilities for the employees of Declarant's agents and contractors. Declarant's aforesaid reserved rights shall exist at any time Declarant is engaged in the construction, sale or leasing of Dwelling Units on any portion of the Forest Glenn Development Area, and no charge shall be made with respect thereto.

6.02 **Right to Engage a Manager.** Declarant reserves the right to engage the initial manager for the Community Association, and in furtherance of such right to enter into a contract with a person, firm or corporation for such purposes, provided said contract expires no later than two (2) years from the date that this Declaration is recorded, which contract shall be binding upon and inure to the benefit of the Community Association and be paid for out of the assessment fund. Said management contract may provide for automatic extensions of the term thereof for any period. Declarant contemplates that such initial manager may be the Declarant or a firm which is affiliated with the Declarant.

6.03 **Developer's Easements** Declarant hereby reserves for the benefit of Declarant a nonexclusive easement to, through, over, under and across the Community Area for the purpose of exercising the rights reserved to Forest Glenn Development Area, including, without limitation, the planning, construction, marketing, leasing, management and maintenance of improvements in any portion of said area. Said rights of Declarant shall continue for a period of ten (10) years from the date of recording this Declaration unless Declarant, by written notice to the Community Association, elects to terminate such rights prior to such date. All rights and easements created by this Declaration are subject and subordinate to the aforescribed development rights of Declarant, whether or not inconvenience to any Owner shall result therefrom.

6.04 **Right of Declarant to Make Dedications and to Grant Utility Easements.** As used in this Paragraph 6.04, the term "Utilities" means all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated equipment, which serve the Forest Glenn Development Area, including, without limitation, those for the transmission and/or distribution of water, electricity, gas, telephone, sewage and drainage, and all conduits, equipment and components

of any communication systems, wherever located. Said term also includes all standpipes, hydrants, pumps, equipment vaults and other structures and facilities for the provision of fire protection services.

Declarant hereby reserves for itself and its successors and assigns the following rights with respect to the Community Area:

- A. To dedicate streets, walks, parkways, drives, open space, water rights and other property to any governmental authority and to make such other dedications as may be required to implement the ordinances of the Village of Palatine from time to time applicable to the Forest Glenn Development Area and to the public improvements therein, provided however all existing driveways and accessways which are now or hereafter part of the Community Area shall remain private and shall not become publicly dedicated for any reason.
- B. To dedicate space in the Community Area of the Common Elements to any public or quasi-public utility or to any governmental authority for the location of Utilities serving any portion of the Forest Glenn Development Area.
- C. To reserve or grant easements in, over, under, to and across the Community Area for ingress and egress to, and for installation, construction and maintenance of, any or all the Utilities.

Until Declarant's rights under Paragraph 6.03 hereof are terminated, Declarant shall have the right to tap into and use all Utilities for the purpose of exercising all such rights. All the rights reserved by Declarant in this Paragraph 6.04 may, upon conveyance or transfer of any

Community Area by Declarant to the Community Association, be exercised by the Community Association or by Declarant acting on behalf of the Community Association.

6.05 **Retention of Title by Declarant.** Declarant may retain title to all or any portion of the Community Area until such time as Declarant has completed such improvements thereon as it elects to make and until such time as, in the opinion of Declarant, the Community Association is able to maintain the same, but covenants, for itself, its successors and assigns, that it shall convey and quitclaim to the Community Association all Community Area not later than the date specified in Paragraph 2.06 hereof upon which Declarant shall cease to have the right to appoint one or more Directors of the Community Association. The Community Association shall not be relieved of any of its obligations under this Declaration by reason of Declarant's retention of title to all or any portion of the Community Area, including without limitation the obligation to pay all general and special real estate taxes and assessments levied with respect to the Community Area as provided in Paragraph 5.03 of this Declaration, and including further, the obligation to maintain, repair and reconstruct the Community Area and to defray the cost thereof by Member assessments.

6.06 **Terms of Conveyance of Community Area.** Upon any conveyance or assignment of the Community Area to the Community Association, Declarant shall be entitled to a proration credit for all expenses of the Community Association defrayed by Declarant (including insurance and real estate taxes) which have not theretofore been reimbursed to Declarant. Title to the Community Area may be subject to all general and special title exceptions excluded from the coverage of any owner's title insurance policy covering the Community Area, which Declarant shall deliver to the Community Association in connection with such conveyance. If any Community Area shall be held in any title-holding trust, Declarant may assign the beneficial interest in such

trust to the Community Association in lieu of causing the trustee to convey the same by trustee's deed. The Community Area shall be conveyed or assigned without any express or implied warranties, which warranties are expressly disclaimed by Declarant.

6.07 **General.** Notwithstanding any provisions herein to the contrary, the rights and easements created under this Declaration are subject to the right of Declarant to execute or to cause to be executed all documents and do all other acts and things affecting the Premises which, in the Declarant's opinion, are required to implement Declarant's reserved rights hereunder (including the making of any dedications to public use) provided any such document or act or thing is not inconsistent with the then existing property rights of any Owner.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

7.01 **Premises.**

- A. Until Declarant's rights under Paragraph 6.03 hereof are terminated, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Premises, nor shall any exterior addition to or change or alteration therein be made without, in each instance, obtaining the prior written approval of Declarant.
- B. Upon termination of Declarant's right of approval under subparagraph A above, no such structures, additions, changes or alterations shall be commenced, erected, maintained or made (except such as were installed or approved for installation by Declarant in connection with the initial construction of the improvements by Declarant), unless and until written

plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board (or said "Architectural Control Committee, as the case may be) fails to approve or disapprove such design, color and location within ninety (90) days after said plans and specifications have been submitted, or in the event no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

7.02 **Building Exteriors.** In no event shall the exterior or any building on the Premises be changed in color, materials or otherwise unless such change is approved in writing by the Board or the Architectural Control Committee. Any such change shall also require the approval in writing by the Declarant for a period of ten (10) years from the date of recording this Declaration unless Declarant, by written notice to the Community Association, elects to terminate such right of approval prior to such date.

7.03 **Perimeter Fence.** As part of the initial construction of the Forest Glenn Development Area, Declarant may construct a fence, around the entire perimeter of the Forest Glenn Development Area. In such event, the Community Association shall maintain and repair this fence in perpetuity.

ARTICLE VIII

GENERAL PROVISIONS

8.01 **Binding Effect.** The easements created by this Declaration shall be of perpetual duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Premises and shall inure to the benefit of and be enforceable by the Community Association and/or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years unless there shall be recorded: (a) an instrument modifying or abolishing any of the provisions hereof signed by the Community Association and the then Owners of not less than three-fourths (3/4) of the Dwelling Units which are subject to the provisions of this Declaration, and (b) an affidavit by an officer of the Community Association certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Dwelling Unit no less than then (10) days prior to the date of such affidavit.

8.02 **Amendment.** The provisions of this Declaration may be amended by an instrument executed and acknowledged by the Community Association certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Dwelling Unit, not less than ten (10) days prior to the date of such affidavit. No such amendment shall be effective unless recorded in the Office of the Recorder of Deeds of Cook County, Illinois. For a period of ten (10) years from the date of recording this Declaration no provision of this Declaration may be changed, modified or rescinded and no provision may be added without the written consent of Declarant. This Declaration may be amended by Declarant

prior to the conveyance by Declarant of any Dwelling Unit to any other Owner. Any amendments to this Declaration shall require prior written consent of the Village.

8.03 **Enforcement.** Enforcement by the Community Association or any Owner of the covenants and restrictions contained in this Declaration may be had by a proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants. Failure by the Community Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

8.04 **Title-Holding Land Trust.** In the event title to any Dwelling Unit or any other part of the Premises is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit or real estate remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit or real estate. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit or real estate and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit or real estate.

8.05 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

8.06 **Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration

8.07 **Notices.** Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner, or any other person entitled to use the Community Area, or any part thereof, shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known person who appears as a Member, Owner or other person entitled to notice, at the last known address for each such person, all as shown on the books and records of the Community Association at the time such notice is given.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this

20 day of October, 1999.

Declarant:

INSIGNIA HOMES, L.L.C.,

BY: Bill [Signature]

ATTEST: [Signature]

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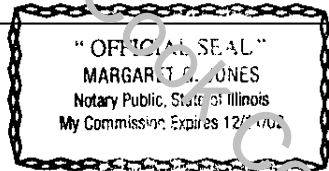
STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, MARGARET G. JONES, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that William Rotolo personally known to me to be the MANAGER of INSIGNIA HOMES, L.L.C., and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such MANAGER, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial official seal, this 20 day of October, 1999.

Margaret G. Jones
NOTARY PUBLIC

Commission expires _____



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CONSENT OF MORTGAGEE

The undersigned as Mortgagee under Mortgage dated _____, 1999 and recorded as Document No. _____ does hereby consent to the foregoing Declaration.

IN WITNESS WHEREOF, the said Bank has caused this instrument to be signed by its duly authorized officers on its behalf of this ____ day of _____, 1999.

LASALLE BANK, FSB

BY: *Tammy Gierszewicz*

Its: *Vice President*

ATTEST:

Glenn J. Madini

STATE OF ILLINOIS)

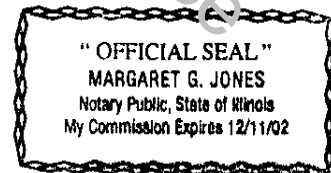
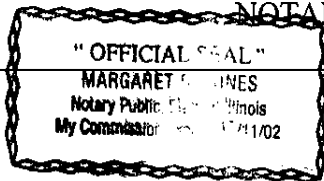
COUNTY OF *Cook*) SS)

I, *MARGARET G. JONES*, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that *Tammy Gierszewicz* personally known to me to be the *VICE PRESIDENT* of LASALLE BANK, FSB, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such *V.P.*, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial official seal, this *20th* day of *October*, 1999.

Margaret G. Jones
NOTARY PUBLIC

Commission expires _____



THIS INSTRUMENT PREPARED BY:

Lawrence M. Freedman, Esq.
Ash, Anos, Freedman & Logan, L.L.C.
77 West Washington Street - Suite 1211
Chicago, IL 60602

EXHIBIT "A"

TO

DECLARATION

OF

EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

FOREST GLENN COMMUNITY ASSOCIATION

The "Premises" as defined in the Declaration is legally described as follows:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 59 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 50.00 FEET TO THE EAST LINE OF QUENTIN ROAD AS CONVEYED TO THE COUNTY OF COOK, SAID POINT BEING THE POINT OF BEGINNING FOR THIS LEGAL DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 169.00 FEET; THENCE SOUTH 3 DEGREES 46 MINUTES 53 SECONDS WEST, 386.81 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 143.49 FEET TO AN INTERSECTION WITH THE EAST LINE OF QUENTIN ROAD AS CONVEYED TO THE COUNTY OF COOK; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (BEING AN ASSUMED BEARING FOR THE BENEFIT OF THIS LEGAL DESCRIPTION), 386.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

TO

DECLARATION

OF

EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

FOREST GLENN COMMUNITY ASSOCIATION

The "Forest Glenn Townhomes" as defined in the Declaration is legally described as follows:

**ALL AREAS MARKED AS NON-EASEMENT AREAS AS DEPICTED ON THE ATTACHED
QUENTIN COURT SUBDIVISION PLAN**

EXHIBIT "C"

TO

DECLARATION

OF

EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

FOREST GLENN COMMUNITY ASSOCIATION

The "Forest Glenn Community Area" as defined in the Declaration is legally described as follows:

**ALL AREAS EXCEPT THOSE MARKED AS NON-EASEMENT AREAS AS SHOWN ON
THE ATTACHED QUENTIN COURT SUBDIVISION PLAN**

Property of Cook County Clerk's Office