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DECLARATION OF COVENANTS AND RESTRICTIONS FOR HIDDEN ACRES OF PALOS PARK

This **DECLARATION OF COVENANTS AND RESTRICTIONS FOR HIDDEN ACRES of Palos Park** is made and effective as of the 26th day of February, 2009, by Hidden Acres of Palos Park, LLC an Illinois Limited Liability Company (sometimes referred to herein as the "Declarant").

RECTICLES:

The Declarant is the owner and developer of certain real property consisting of an approximately 6.903 acre tract of land legally described in Exhibit "A" hereto attached and made a part hereof for all purposes (the "Property").

The Declarant proposes to establish and implement with respect to the Property highly sophisticated plans for residential living, aesthetic and quality-of-life considerations. The purposes of this Declaration are to (a) protect the Declarant and the Owners, as hereinafter defined, against the improper development and use of Lots, as hereinafter defined, within the Property (b) assure compatibility of design of improvements within the Property; (c) secure and preserve sufficient setbacks and space between buildings so as to create an aesthetically pleasing environment; (d) provide for the maintenance of the Common Properties, as hereinafter defined; and (e) in general, encourage construction of attractive, high quality permanent improvements that will promote the general welfare of the Declarant and the Owners. In view of the Declarant's long-range plans, the Declarant desires to impose these restrictions on a part of the Property now and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to guide, control and maintain the first-class quality and distinction of the Property. The restrictive covenants herein below are designed to better ensure the care and maintenance of the properties located within the Property, including the Common Properties, and to preserve the best interests of the Declarant and of the Owners of Lots located within the Property after completion of all development and construction therein.

The Declarant highly recommends the use of high efficiency appliances, energy efficient construction and alternate energy sources be utilized in each home's construction up to and beyond

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"Energy Star Rating" standards.

Certain portions of the premises are designated as "Community Area", "Bio Retention Area". The Association shall maintain the Community Areas and Bio Retention Area. Each owner of a lot shall be assessed to pay his share of the cost of the maintenance and/or improvement of the Community Area and Bio Retention Area.

Each owner shall be responsible for maintenance, repair and replacement of his Home and Home Exterior. The Association shall have the right to enforce the Owner's obligation to maintain his Home and Home Exterior in good repair.

The Declarant intends to create an Illinois Not-for-profit corporation to assist in the ownership, management, use and care of the various properties located within the Property, including the Common Properties, and to assist in the administration and enforcement of the covenants, conditions, restrictions, easements, charges and liens set forth within this Declaration.

During the construction and marketing of the Development, Declarant and Developer retain the rights set forth in this Declaration, which rights shall include, without limitation, the right to appoint all members of the Design Review Committee until such time as Declarant and Developer no longer hold or control title to any portion of the development area, and the right, prior to Turnover Date, to appoint all members to the Board and to vote all votes of the Association.

DECLARATION

The Declarant hereby declares that the Property is and shall be owned, held, mortgaged, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration or in any amended or supplementary Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following respective meanings:

"Amended Declaration" shall mean and refer to each and every instrument recorded in the Records which amends, supplements, modifies, clarifies or restates some or all of the terms and provisions of this Declaration.

"Annual Assessment" shall have the meaning specified in Section 5.5 of this Declaration.

"Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be from time to time duly amended or modified.

"ARC" shall mean the Architectural Review Committee which may be from time to time appointed or selected pursuant to Article VIII of this Declaration.

"Assessment" or "Assessments" shall mean and refer individually or collectively to the Annual Assessments, the Special Assessments and the Individual Assessments, where the context requires.

"Association" shall mean and refer to the Not-for-profit corporation to be created under the State of Illinois Not for Profit Act and other applicable laws promulgated by the State of Illinois which shall have the power, duty and responsibility of maintaining and administering certain portions of the Property and all

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of the Common Properties, administering and enforcing the Covenants and otherwise maintaining and enhancing the quality of life within the Property.

"Bio Retention Area" shall mean and refer to any and all areas of land within the Property which are known, described or designated as a Bio Retention Area within Bio Retention portion of PUD.

"Board" shall mean and refer to the Board of Directors of the Association.

"By-laws" shall mean and refer to the By-laws of the Association, as adopted and amended from time to time in accordance with the provisions of this Declaration or other applicable laws promulgated by the State of Illinois.

"Calendar Year" shall mean each twelve (12) month period commencing on January 1 and ending on the following December 31, unless the Board shall otherwise select an alternative twelve (12) month period.

"Charges" shall mean and refer to charges imposed against an Owner delinquent in the payment of his/her/its Assessments or the performance of his/her/its obligations under this Declaration including, but not limited to, the "fines" described in Section 6.2(d) and Section 8.7(b) of this Declaration and the charges and fees contemplated by Section 4.7 of this Declaration.

"Community Area" shall mean and refer to any and all areas of land within the Property which are known, described or designated as green areas, common areas, the Streets, utilities easements, any controlled access areas and monitoring devices, street lighting and signs (and all elements thereof), conservation easement areas, entryways, monuments, any retaining wall constructed by any Owner or Declarant on any Lot), off-site monuments and directional signs, landscape easements, greenbelt, open spaces, paths and trails, security or screening fences or walls constructed by Declarant surrounding green areas or water features, and the like, including, without limitation, those shown on any Plat, as well as those not shown on a Plat but which are intended for or devoted to the common use and enjoyment of the members of the Association, together with any and all improvements that are now or that may hereafter be constructed thereon. The "Common Properties" shall also include the land and improvements that the Declarant and/or the Association are now or in the future required by the Existing Restrictions to care for and maintain and the easements granted in connection therewith, such as, but not limited to, the Conservation Easement Areas.

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

"Community Expenses" The expenses of the administration (including management and professional services), operation, maintenance, repair, replacement, landscaping, conservation area maintenance, irrigation and snow removal of the community area and all roads of the Subdivision; the cost of utility expenses for the Community Area; the cost of real estate taxes and assessment levied against the Community Areas, the cost of maintaining all detention areas, the expenses of administering the affairs of the Association, the Board and Design Review Committee; any expenses designated as Community Expenses by this declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

"Conservation Easement Areas" shall mean and refer to that a perpetual easement created in the Conservation Easement or Conservation Easements between Hidden Acres of Palos Park, LLC and state/township authorities filed in the Deed Records of the county and any additional Conservation Easement or Easements hereafter filed in the Deed Records of the county which may affect the Property.

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"County" shall mean and refer to Cook County, Illinois, wherein property is located and shall also include the City annexing any of the Property.

"Covenants" shall mean and refer to all covenants, conditions, restrictions, easements, charges and liens set forth within this Declaration or any Amended Declaration.

"Declarant" shall mean and refer to Hidden Acres of Palos Park, LLC, an Illinois Limited Liability Company, and any or all successor(s) and assign(s) of Hidden Acres of Palos Park, LLC with respect to the voluntary disposition of all (or substantially all) of the right, title and interest of Hidden Acres of Palos Park, LLC in and to the Property; provided, however, no Person merely purchasing one or more Lots from Hidden Acres of Palos Park, LLC or its successors or assigns in the ordinary course of business shall be considered a "Declarant".

"Declaration" shall mean and refer to this particular instrument entitled "Declaration of Covenants and Restrictions for Hidden Acres of Palos Park" together with any and all amendments or supplements hereto.

"Deed" shall mean and refer to any deed, assignment, testamentary bequest, instrument of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title or a leasehold interest or another legally recognized estate in a Lot.

"Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications, described herein or from time to time promulgated by the ARC, applicable to most of the aspects of construction, placement, location, alteration, maintenance and design of any improvements to any Lot, and all amendments, bulletins, modifications, supplements and interpretations thereof.

"Developer" Hidden Acres of Palos Park, LLC and Illinois limited liability company, its successors and assigns.

"Development Area" The real estate described in Exhibit A

"Development Period" shall mean a period commencing on the date of the recording of this Declaration in the Records and continuing thereafter until and ending on the earlier of (a) the date of the sale by the Declarant of the last Lot owned by Declarant, or (b) the date the Declarant voluntarily terminates its Member status by recording a written notice of such termination in the Records.

"Director" shall mean and refer to any duly elected member of the Board.

"Dwelling Unit" shall mean and refer to any building or portion of a building situated upon any Lot which is designated and intended for Residential Use.

"Exempt Property" shall mean and refer to the following portions of the Property: (a) all land and Improvements owned (including legal and beneficial ownership, whether now or in the future) by the Association or constituting a portion of the Common Properties owned by the Association; (b) all land and Improvements which are not only exempt from the payment of ad valorem real property taxes by Taxing Authorities, but also are exempt from the payment of any assessments hereunder as expressly determined by written resolution of the Declarant and/or the Board; (c) such other land(s) and/or Improvements(s) and/or Lot(s) which are specifically exempted from the payment of Annual Assessments in accordance with a special resolution of the Board; and (d) until the expiration of the Development Period, any portion of the Property that is owned by the Declarant, including, without limitation, any portion of the Common Properties.

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“Existing Restrictions” shall mean validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in any person other than Declarant, and other instruments, other than conveyances of the surface fee estate, that affect the property; validly existing rights of adjoining owners in any fences situated on a common boundary; any discrepancies, conflicts or shortages in areas or boundary lines; any encroachments, or overlapping of improvements; all rights, obligations and other matters arising from and existing by reason of the county, water district, or other applicable governmental districts, agencies, or authorities.

“Home Site” shall mean that portion of the Lot which is not situated within the Conservation Easement Area, Street or Utilities Easements.

“Improvements” shall mean any physical change to raw land or to an existing Structure which alters the physical appearance, characteristics or properties of the land or Structure, including, but not limited to, landscaping, the new construction of a Structure or Structures and related amenities, adding or removing square footage area or space to or from a Structure, painting or repainting a Structure, or in any way altering the size, shape or physical appearance of any Structure or any building or other improvement, temporary or permanent, located on any Lot.

“Individual Assessments” shall mean and refer to the assessments that may be from time to time imposed upon an individual Owner in accordance with the provisions of Section 5.1 of this Declaration.

“Institutional Mortgage” shall mean and refer to any bona fide mortgage, lien or security interest held by a bank, trust company, insurance company, savings and loan association or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association (“FNMA”), Federal Home Loan Mortgage Corporation (“FHLMC”), The Federal Housing Administration (“FHA”), The Veterans Administration (“VA”), or their successors, or guaranteed or subsidized by the FHA and/or VA.

“Lot” or “Lots” shall mean and refer to each separately identifiable portion of the Property set forth on Exhibit “B” and more specifically identified in the Plat.

“Managing Agent” shall mean and refer to any Person who has been designated or engaged by the Board to manage the affairs of the Association, to the extent the Board elects to make such designation.

“Maximum Rate” shall mean and refer to the lesser of (a) the maximum rate of interest permitted to be charged from time to time for the use or forbearance of money by applicable law, or (b) eighteen percent (18%) per annum.

“Member” shall mean each Owner (during the Development Period Declarant) of a Lot.

“Owner” shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot.

“Payment and Performance Lien” shall mean and refer to the lien described within Sections 5.7, 5.8 and 5.9 of this Declaration.

“Person” shall mean an individual, partnership, joint venture, corporation, limited liability company, joint stock company, trust (including a business trust), unincorporated association or other entity, or a government or any political subdivision or agency thereof.

“Plat” or “Plats” shall mean and refer to the final subdivision plat or plats of the Subdivision,

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which have been filed with the County.

"Property" shall mean and refer to the tracts or parcels of real property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular all easements in or upon or benefitting the Property, and all other rights and appurtenances belonging or in anywise pertaining thereto.

"Records" shall mean the Public Real Estate Records of the County, including the Map, PUD and Plat Records of the County, and such other county or counties in which additional Properties may be located.

"Resident" shall mean and refer to:

- (a) each Owner of the fee simple title to any Lot; and
- (b) each Person residing within any Lot who is a bona fide lessee pursuant to a legally cognizable lease agreement with an Owner; and
- (c) each individual lawfully domiciled in a Dwelling Unit other than an Owner or bona fide lessee.

"Residential Use" shall mean and refer to the use and/or occupancy of the Homesite of any Lot as a single family residence by a single individual, a couple, a family or a family size group of individuals permitted by the Covenants.

"Special Assessments" shall mean and refer to assessments imposed upon the Owners for capital improvements or unusual or emergency matters, in accordance with the provisions of Section 5.4 of this Declaration.

"Streets" shall mean the right-of-way of all private streets, alleys and other rights-of-way situated within the Property and shown on the Plat, together with all pavement, curbs, street lights, signs and related facilities thereon.

"Structures" shall mean and refer to: (a) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; (b) any change in the grade of any Lot which involves a change of more than three (3) inches from the existing grade initially approved by the APC.

"Subdivision" or "Subdivisions" shall mean and refer to a subdivision or subdivisions of all or a portion of the Property, in accordance with a Plat or Plats thereof heretofore or hereafter filed with the Association, as well as any and all revisions, modifications, corrections or clarifications thereto.

"Taxing Authorities" shall mean and refer to the county, school district, and the State of Texas and any and all other governmental entities or agencies which have, or may in the future have, the power and authority to impose and collect ad valorem taxes on real property estates, in accordance with the Illinois Constitution and applicable statutes and codes.

"Voting Member" The individual who shall be entitled to vote in person or by proxy at meetings of the Owners as set forth in the Declarations.

ARTICLE II

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PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1. Existing Property. The real property which is, and shall be, held, transferred, sold and conveyed and occupied subject to this Declaration shall be the real property located within the Property including both the platted portion and the Undeveloped Property.

Section 2.2. Additions to Property. Additional land may become subject to this Declaration, or the general scheme envisioned by this Declaration, as follows:

(a) The Declarant may (without the joinder or consent of any Person) add or annex any land adjoining the Property, including but not limited to the Undeveloped Property, to the scheme of this Declaration within the term of this Declaration by filing of record an appropriate enabling declaration, generally similar to this Declaration, which extends the scheme of the Covenants to such property; provided, however, such other declaration may contain such complimentary additions and modifications of these Covenants as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept and purpose of this Declaration.

(b) Additional land other than the adjoining land may become subject to this Declaration, or the general scheme envisioned by this Declaration, during the development period, with the consent of Declarant and after the Development Period with the consent of Members in good standing holding at least fifty-one percent (51%) of the votes entitled to be cast by Members.

(c) Any additional land made subject to this Declaration, or the general scheme envisioned by this Declaration, pursuant to this Section 2.2, when made, shall automatically extend the jurisdiction, functions, duties, and membership of the Association to the property added and correspondingly subject the property added to the covenants of the enabling declaration.

ARTICLE III

MEMBERSHIP; VOTING RIGHTS IN THE ASSOCIATION

Section 3.1. Membership. Each and every Owner of each and every Lot shall automatically be, and must at all times remain, a Member of the Association in good standing. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of a Lot. Ownership of any Lot shall be the sole qualification for being a Member; however, a Member's rights and privileges may be regulated or suspended as provided in this Declaration, the Bylaws or the rules and regulations promulgated by the Board. Any Person who holds an interest in and to all or any part of a Lot merely as security for the performance of an obligation shall not be a Member.

Section 3.2. Transfers. The membership of an Owner may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of such Owner's interest in all or any part of such Owner's Lot and then only to the purchaser or assignee as the new Owner of the Lot in question. Each Owner shall notify the Association of any transfer or assignment of the fee title to his/her/its Lot. Such transfer shall automatically operate to transfer the membership to the new Owner thereof.

Section 3.3. Voting Rights. All of the voting rights at any meeting of the association shall be vested in the Voting Members, and each Voting Member shall have one vote for each Lot which the Voting Member represents; provided that, prior to the turnover date, all voting rights in the Association shall be vested in the Developer and the voting Members shall have no voting rights. Following the expiration of the Development Period, Members in good standing shall constitute the voting Members of the Association. Any Owner or Member shall not be in "good standing" if such Person is: (i) in violation of any portion of these Covenants, the Design Guidelines applicable to his/her/its Lot, or any rule or regulation promulgated by the Board; or (ii) delinquent in the full, complete and timely payment of any Assessments or Charge which is levied, payable or collectible pursuant to the provisions of these Covenants, the Bylaws

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or any rule or regulation promulgated by the Board. The voting rights of any member who is not in good standing may be suspended by the Board for any period during which such Member remains not in good standing. The Board may make such rules and regulations, consistent with the terms of this Declaration and the Bylaws, as it deems advisable, for: (i) any meeting of Members; (ii) proof of membership in the Association; (iii) the status of good standing; (iv) evidence of right to vote; (v) the appointment and duties of examiners and inspectors of votes; (vi) the procedures for actual voting in person or by proxy; (vii) registration of members for voting purposes; and (viii) such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

Section 3.4. Notice; Voting Procedures; Meetings. Quorum, notice, voting and meeting requirements and procedures of and pertaining to the Association may be set forth within the Articles and Bylaws, as either or both may be amended from time to time, and shall be in accordance with permitted Illinois law.

ARTICLE IV RIGHTS OF ENJOYMENT IN THE COMMON PROPERTIES

Section 4.1. Easements.

(a) The Declarant reserves the right to use, during the Development Period, portions of the Common Properties (e.g. sales information center) for business matters directly and indirectly related to the Property.

(b) The Declarant shall convey record title to some or all of the Common Properties to the Association if, as and when deemed appropriate by the Declarant or as may be required by governmental authorities, and the Declarant shall at all times have and retain the right to effect minor redesigns or minor reconfiguration of the Common Properties, to execute any open space declarations applicable to the Common Properties which may be permitted in order to reduce property taxes, and to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of ad valorem taxes by the Taxing Authorities.

Section 4.2. Extent of Easements. The easements created hereby shall be subject to the following

(a) The right of the Declarant and/or the Association to dedicate or transfer all or any part of the Common Properties to any municipal corporation, public agency, governmental authority, or utility for such purposes and upon such conditions as may be agreed to by the Declarant or the Board, including the right of the Declarant or the Association to enter into and execute contracts with the owner-operators of any utility system or other similar operations for the purpose of extending utility service on, over or under the Common Properties to ultimately provide service to one or more of the Lots or to adjacent properties which are not owned by the Declarant.

(b) The right of the Declarant and/or the Association to grant permits, licenses and easements over the Common Properties for utilities and other purposes necessary for the proper development of the Property or for any other reason deemed prudent by the Board.

Section 4.3. Restricted Actions by Owners and Residents. No Owner or Resident shall permit anything to be done on or in the Common Properties which would violate any applicable public law, Plat, Declaration or Existing Restrictions or which would result in the cancellation of or the increase of premiums for any insurance carried by the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.

Section 4.4. Damage to the Common Properties. Each Owner and Resident shall be liable to

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the Association for any damage to any portion of the Common Properties caused by the negligence or willful misconduct of the Owner or Resident or his/her/its family, guests, invitees or employees.

Section 4.5. Rules of the Board. All Owners and Residents shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with the rules and regulations established from time to time by the Board by all appropriate legal and equitable remedies, including, without limitation, the imposition of fines, and an Owner or Resident determined to have violated the Board's rules and regulations shall be liable to the Association for all damages and costs incurred by the Association as a result of such violation or in regard to the enforcement thereof, including reasonable attorneys' fees.

Section 4.6. Use of Common Properties. The Board shall have the power and authority to prescribe rules and regulations which extend to and cover matters such as (but not limited to) smoking, the possession and consumption of alcoholic beverages, possession of firearms, bow and arrows or any device capable of killing or injuring, loud and obnoxious noises and behavior, dress and attire and the supervision by attending adults of children. No person (excluding the Declarant or Association) shall use any portion of the Common Properties to (a) solicit, promote or conduct business, religious, political or propaganda matters or (b) distribute handbills, newsletters, flyers, circulars or other printed materials, without the prior written consent of the Board (which consent may be withheld in its sole and absolute discretion).

Section 4.8. Bio Retention Area. The Bio Retention Area shall be subject to the exclusive control and regulation of the Declarant or the Association. The Bio Retention Area shall constitute a part of the Common Properties. Such area shall be subject to the provisions of the Bio Retention Area within the PUD, which among other things, prohibit any use of a portion of the Bio Retention Area for any purpose inconsistent with the preservation of such property in its natural, scenic and open space condition, the protection of the natural habitat of fish, wildlife, or plants or similar ecosystems and the preservation of the conservation values of such property.

ARTICLE V COVENANTS FOR ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Subdivision, hereby covenants and agrees, and each owner of any Lot, by acceptance of a Deed therefor, whether or not reference to the Covenants shall be so expressed in any such Deed or other conveyance, shall be deemed to have covenanted and agreed (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot so as to have affected the purchase price) to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

- (a) Regular Annual Assessments;
- (b) Special Assessments, to be fixed, established and collected from time to time as hereinafter provided; and
- (c) Individual Assessments and fines levied against individual Owners or Residents to reimburse the Association for (i) extra or unusual costs incurred for items such as (but not limited to) (A) maintenance and repairs to portions of the Property required to be made as a result of the willful or negligent acts of the individual Owner or Resident, or (B) the remedy, cure or minimizing of problems caused by, or as a result of, violations of these Covenants by an Owner or Resident, and (ii) costs incurred relating to or resulting from violations by individual Owners or Residents of rules and regulations pertaining to the Association and/or the Common Properties.

The Annual, Special, and Individual Assessments, together with such late charges, interest and costs of

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collection thereof as are hereinafter provided, shall be a charge running with the land and shall be a continuing lien upon each Lot against which each such Assessment is made and shall also be the continuing personal obligation of the then existing Owner and Resident of such Lot at the time when the Assessment fell due. Each Owner of each Lot shall be directly liable and responsible to the Association for the acts, conduct and omission of each and every Resident, and their respective guests, invitees and employees, associated with the Dwelling Unit(s) or Structures located on such Owner's Lot.

Section 5.2. Purposes of Assessments; Maintenance of the Common Properties.

(a) The Assessments levied by the Association shall be used for the purposes of promoting the comfort, health, recreation, safety, convenience, welfare and quality of life of the members of the Association and in supplementing some services and facilities normally provided by or associated with governmental or quasi-governmental entities, and otherwise, for the improvement and maintenance of the Common Properties, including regular or as needed maintenance of Streets and other properties, services and facilities devoted and related to the use and enjoyment of the Common Properties and operation of the Association, including, but not limited to or for (i) the payment of taxes on the Common Properties, Streets, and other easements not separately taxed by Taxing Authorities, and insurance in connection with the Common Properties; (ii) the payment for utilities and the repair, replacement and additions of various items within the Common Properties; (iii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (iv) carrying out the duties of the Board as set forth in Article VI of this Declaration; (v) carrying out the other various matters set forth or envisioned herein or in any Amended Declaration related hereto; and (vi) for any matter or thing designated by the County in connection with any zoning, subdivision, platting, building, development or occupancy requirements. The items and areas described above are not intended to be exhaustive but merely illustrative.

Section 5.3. Capital Reserve. The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Community Area. The Board shall determine the appropriate level of the Capital Reserve Based on a periodic review of the useful life of improvements to the Community Area and periodic projections of the cost of anticipated major repairs or replacements to the community area. Each budget shall disclose that percentage of the Community Assessment, which shall be added to the Capital Reserve.

Section 5.4. Initial Capital contribution. Upon the closing of each lot sale, the purchasing owner shall make a capital contribution to the Association in an amount equal to six (6) months' community Assessment at the rate in effect at time of closing, to the Association for its working capital needs.

Section 5.5. Basis and Amount of Annual Assessments.

(a) Until 80% of the lots constituting the Property (including additional property) has been sold by the Declarant, Declarant shall not be responsible for the payment of assessments on lots owned by it.

(b) Commencing with the Calendar Year beginning January 1, 20__, and each Calendar Year thereafter, the regular Annual Assessments shall be established and assessed in the following manner:

(i) In determining each regular Annual Assessment, the Board shall separately assess each Lot in the manner herein provided and each Lot shall be charged with and subjected to a lien for the amount of such separate assessment which shall be deemed the "Annual Assessment" with respect to such Lot.

(ii) The initial regular Annual Assessment for each Lot for the Calendar Year beginning January 1, 2010, will become effective immediately after the initial purchase date and shall be equal to approximately _____

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(iii) For the Calendar Year beginning with the creation of the Association, and ending with the Calendar Year to which there occurs the expiration of the Development Period, Declarant shall subsidize the Association to the full extent of all net operating losses incurred in respect to costs incurred by the Association for the purposes set forth in Section 5.2. Payments by the Declarant under this Section 5.5(b)(iii) shall be made on December 31 of each Calendar Year. From and after the Calendar Year in which there occurs the expiration of the Development Period, to the extent that the Declarant owns one (1) or more Lots, the Declarant shall pay regular annual Assessments in the same manner as the other Owners of Lots.

(c) The Board may be permitted at any time during the term of this Declaration to increase the regular Annual Assessment for each Lot without a vote of the members from Fiscal Year to Fiscal year, but such adjustment shall not exceed an increase greater than twenty-five percent (10%) of the previous Fiscal Year's regular Annual Assessment without the consent of the Declarant during the Development Period, and, thereafter, without the approval of Members in good standing holding at least fifty-one percent (51%) of the votes entitled to be cast by Members at a meeting or meetings called for that purpose at which are present Members (or their proxies) holding at least fifty percent (50%) of the votes entitled to be cast by Members. If Members (or their proxies) holding fifty percent (50%) of the votes entitled to be cast by Members are not in attendance, a second meeting may be called and the quorum may be reduced to members (or their proxies) holding at least thirty percent (30%) of the votes entitled to be cast by Members. The Board shall not take formal action on the Annual Assessment more than once in any Fiscal Year. Each and every meeting of the Board in which final action on an Annual Assessment or Special Assessment is taken shall be open to the members.

(d) In addition to regular Annual Assessments, Special Assessments and Individual Assessments, each owner of a Lot shall be obligated, at the time of the sale of the Lot by such Owner and simultaneously therewith or at such other time as specified by the Association, to pay the Association a reasonable fee as determined by the Association to prepare, assemble, copy and deliver the subdivision information and resale certificate (and any update thereto) required to be delivered by the Association.

Section 5.6. Special Assessments. In addition to the regular Annual Assessments authorized by Section 5.5 hereof, the Association may levy in any Fiscal Year a Special Assessment, applicable to that Fiscal Year only, for the purpose of defraying, in whole or in part, costs incurred by the Association for the purposes set forth in Section 5.2, including, without limitation, the costs of any construction, reconstruction, repair or replacement of the Common Properties or for any unusual or emergency purpose (including, without limitation, those matters arising out of litigation and/or judgments). Prior to the expiration of the Development Period, any Special Assessment must have the affirmative vote of the Declarant. From and after the expiration of the Development Period, any Special Assessment must have the affirmative approval of Members in good standing holding at least fifty-one percent (51%) of the votes entitled to be cast by Members.

Section 5.7. Rate of Assessments. Prior to the expiration of the Development Period, both regular Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots, unless otherwise approved by the Declarant. From and after the expiration of the Development Period, both regular Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots, unless otherwise approved by at least two thirds (2/3) of the Board.

Section 5.8. Date of Commencement of Assessments; Due Date. The Annual Assessment shall be due and payable in full in advance on the first day of each Fiscal Year and shall, if not paid within thirty (30) consecutive calendar days thereafter, automatically become delinquent. The Board shall use reasonable efforts to provide each Owner with an invoice statement of the appropriate amount due, but any failure to provide such a notice shall not relieve any Owner of the obligation established by the preceding sentence. The Board may prescribe (a) different procedures for collecting Assessments on a semi-annual, quarterly or monthly basis, (b) procedures for collecting advance regular Annual

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Assessments from new Owners, Members or Residents out of "closing transactions" and (c) different procedures for collecting Assessments from owners who have had a recent history of being untimely in the payment of Assessments. Written notice of the applicable Assessment shall be furnished in a timely manner by the Board to every Owner by mail or personal delivery.

Section 5.9. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien in Respect to a Lot; and Remedies of Association.

(a) Effective as of, and from and after, the filing and recordation of this Declaration, there shall exist a self-enacting and continuing contract Payment and Performance Lien and equitable charge on each Lot to secure the full and timely payment of each and all Assessments and all other Charges and monetary amounts and performance obligations due hereunder in respect to the Lot. Such lien shall be at all times superior to any claim of homestead by or in any owner of a Lot. If any Assessment or Charge or other monetary amount or any part thereof is not paid by the Owner of a Lot on the date when due, then the unpaid amount of the Assessment or Charge or other monetary amount shall (after the passage of any stated grace period) be considered delinquent and shall, together with any late charge and interest thereon at the Maximum lawful Rate and costs of collection thereof, become a continuing debt secured by the self-executing Payment and Performance Lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner and Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. The Association shall have the right to reject partial payments of an unpaid Assessment or other monetary obligation and demand the full payment thereof. The Personal obligation of the then existing Owner to pay such Assessment or other monetary obligation, however, shall remain the Owner's personal obligation and shall not pass to Owner's successors in title unless expressly assumed by them. However, the lien for unpaid Assessments or other monetary obligation shall be unaffected by any sale, conveyance or transfer of a Lot and shall continue in full force and effect.

(b) No Owner may waive or otherwise escape liability for any Assessment or other monetary obligation provided herein by non use of the Common Properties or abandonment of his/her/its Lot. No diminution or abatement of Assessments or other monetary obligation shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments or other monetary obligation being a separate and independent covenant on the part of each Owner.

(c) The Association may also give written notification to the holder of any mortgage on the Lot of the non-paying Owner of such owner's default in paying any Assessment or Charge or other monetary obligation, particularly where the Association has theretofore been furnished in writing with the correct name and address of the holder of such mortgage and a written request to receive such notification.

(d) If any Assessment or Charge or other monetary obligation or part thereof is not paid when due, the Association shall have the right and option to impose a late charge (but only to the extent permitted by applicable law) to cover the additional administrative costs involved in handling the account. The unpaid amount of any such delinquent Assessment or Charge or other monetary obligation shall bear interest from and after the date when due at the maximum Lawful Rate until fully paid. The Association may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid Assessments or Charges and delinquent accounts, and there shall also be added to the amount of any unpaid Assessment or Charge or any delinquent account any and all reasonable attorney's fees and other costs of collection incurred by the Association.

(e) The Association may, at its discretion but subject to all applicable debt collection statutes, (i) prepare and file a lien affidavit in the Records which specifically identifies the unpaid Assessments or

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Charge or other monetary obligation; and (ii) publish and post, within one or more locations within the Property, a list of those individuals or entities who are delinquent and, if applicable, suspend their use and enjoyment of the Common Properties until and unless the delinquency has been cured to the reasonable satisfaction of the Association. Each Owner consents to these procedures and authorizes the Board to undertake such measures for the general benefit of the Association.

(f) All agreements between any Owner and the Association and/or the Declarant, whether now existing or hereafter arising and whether written or oral and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Association and/or the Declarant or for the payment or performance of any covenant or obligation contained herein or in any other document exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association and/or the Declarant should ever receive an amount deemed interest by applicable law which shall exceed the Maximum Lawful Rate, such amount which would be excessive interest shall be applied to the reduction of the Assessment or principal amount owing hereunder and other indebtedness of the Owner to the Association and/or the Declarant and not to the payment of interest or, if such excessive interest exceeds the unpaid balance of the Assessment due and such other indebtedness, the excess shall be refunded to the Owner in question. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or the Declarant shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the interest charged, collected or received on account of such indebtedness is never more than the Maximum Lawful Rate. The terms and provisions of this sub-section(f) shall control and supersede every other provision of all agreements between any Owner and the Association and/or the Declarant.

Section 5.10. Subordination of the Lien. The lien on the Lots securing the payment of the Assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Lot, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

(a) bona fide first mortgage or deed of trust liens for purchase money and/or improvement purposes placed against a Lot, including, without limitation, Institutional Mortgages, in which event the Association's lien shall automatically become subordinate and inferior to such first lien;

(b) liens for taxes or other public charges as are by applicable law made superior to the Association's lien; and

(c) such other liens with respect to which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien; provided, however, such subordination shall apply only to (i) the Assessments due and payable prior to the foreclosure sale (whether public or private) of such Lot pursuant to the terms and conditions of any such first mortgage or deed of trust or tax lien and (ii) the permitted Payment and Performance Lien on the Lot alone and not on or to any easement appurtenant for use and enjoyment of the Common Properties. Such sale shall neither relieve such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation to pay Assessments and/or to hinder the Association in performing its functions hereunder.

Section 5.11. Exempt Property. The Exempt Property shall be exempted from any Assessments or Charge created herein.

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ARTICLE VI **GENERAL POWERS AND DUTIES OF THE** **BOARD OF DIRECTORS OF THE ASSOCIATION**

Section 6.1. Continuation of the Board of Directors.

(a) Prior to the expiration of the Development Period, the affairs of the Association shall be managed by a Board consisting of three (3) individuals, all of whom shall be appointed by the Declarant.

(b) From and after the expiration of the Development Period, the affairs of the Association shall be managed by a Board consisting of five (5) individuals, all of whom shall be elected by the Members.

(c) The Directors need not be Members of the Association. Other than the Board serving during the Development Period and the Board to be elected immediately following the expiration of the Development Period, Directors shall be elected for two (2) year terms of office and shall serve until their respective successors are elected and qualified. The terms of office for the Directors constituting the Board elected immediately following the expiration of the Development Period shall be one (1) year for two (2) of the Directors and two (2) years for the other Directors. Any vacancy which occurs in the Board, by reason of death, resignation, removal, or otherwise of a Director appointed by the Declarant or elected by the Members, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Directors. Any Director elected to fill a vacancy shall serve in such capacity until the expiration of the term of the Director whose position he or she was elected to fill.

Section 6.2. Powers and Duties.

(a) The affairs of the Association shall be conducted by its Board. The Board, for the benefit of the Association, the members, the Owners and the Residents, may provide and may pay for, out of the Assessment fund provided for in Article V, costs and expenses incurred in connection with the affairs of the Association. If for any reason during the Development Period the Board is not deemed authorized to act for and on behalf of the Association, and the Members, Owners and Residents, then the Declarant may exercise the powers and authority granted under this Section 6.2 to act for and on behalf of the Association, the Members, the Owners and the Residents, and the Association shall reimburse the Declarant for any and all reasonable expenses incurred in so acting.

(b) The Board may provide and may pay for, out of the Assessment fund provided for in Article V, one or more of the following:

- (i) Care, preservation and maintenance of the Common Properties and Bio-retention Area
- (ii) Recreational and social programs and activities for the general benefit of the Residents and programs which are designed only for separately identifiable subgroups of Residents and non-residents, such as (but not limited to) infants, adolescents, teenagers, students, mothers and senior citizens;
- (iii) Supplementing (to the extent, if any, deemed necessary, appropriate and affordable by the Board) the police, fire, ambulance, garbage and trash collection and similar services within the Property traditionally provided by local governmental agencies;
- (iv) Taxes, insurance and utilities (including, without limitation, electricity, gas, water, sewer and telephone charges) which pertain to the Common Properties;
- (v) The services of any Person (including the Declarant and any affiliates of the Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board,

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and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly for the operation of the Association, whether such personnel are employed directly by the Board or by the manager of the Association, including the hiring and employment of one or more managers, secretarial, clerical, staff and support employees;

- (vi) Such fidelity bonds as the Board may determine to be advisable;
 - (vii) Legal and accounting services (including audit fees) and all costs and expenses reasonably incurred by the Board; and
 - (viii) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.
- (c) The Board shall have the following additional rights, powers and duties:
- (i) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;
 - (ii) To enter into agreements or contracts with insurance companies, Taxing Authorities, the holders of first mortgage liens on individual Lots and utility companies with respect to (A) any taxes on the Common Properties, (B) monthly escrow and impound payments by a mortgagee regarding the assessment, collection and disbursement process envisioned by Article V, (C) utility installation, consumption and service matters, and (D) the escrow or impounding of monies sufficient to timely pay the Annual Assessment applicable to any Lot;
 - (iii) To borrow funds (including, without limitation, the borrowing of funds from the Declarant and/or its affiliates) to pay costs of operation secured by such assets of the Association as deemed appropriate by the lender and the Association;
 - (iv) To enter into contracts, maintain one or more bank accounts and, generally, to have all the powers necessary or incidental to the operation and management of the Association;
 - (v) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court on behalf of the Association and to provide adequate reserves for repairs and replacements;
 - (vi) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time and to enter into concession agreements regarding food, beverage, vending and other products and services within the Common Properties;
 - (vii) To prepare an annual operating budget and to make available for review by each Owner, upon the written request of the Owner desiring such review, at the Association offices within ninety (90) days after the end of each Calendar Year an annual report;
 - (viii) Pursuant to Article VII of this Declaration, to adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property; and if proceeds are insufficient, to repair damaged or replace lost property, to assess the Owners to cover the deficiency;
 - (ix) To provide adequate reserves for maintenance, repairs, operations, taxes and assessments for the Common Properties;

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(x) To engage the services of attorneys and accountants (including an annual audit) in connection with the business of the Association; and

(xi) To enforce the provisions of this Declaration and any rules made hereunder or by the Board and to enjoin and seek damages from any Owner, Member or Resident for violation of such provisions or rules.

(d) The Board is specifically authorized and empowered to establish (and to revise and amend from time to time) a monetary "fines" system which may include component steps such as warning citations, ticketing, due process hearings and appeals and a flat rate or discretionary range or geometric progression of fine amounts which, when pronounced, shall constitute a Charge secured by the continuing contract Payment and Performance Lien herein established.

(e) The Association may (i) borrow monies from the Declarant; (ii) lease equipment from the Declarant; (iii) contract with the Declarant concerning the provision of any personnel, labor, supplies, materials and services, provided such contract terms and conditions are (A) generally comparable (in terms of price, quality and timeliness) with those that might be otherwise obtained from unrelated third parties, and (B) as to professional management contracts, terminable by the Association at any time for any reason whatsoever and without penalty upon furnishing at least ninety (90) days advance notice thereof to the Declarant. The Board shall not be required to solicit bids from unrelated third parties before entering into any contract with the Declarant and the reasonable judgment and resolution of the Board to enter into any such contract with the Declarant (absent fraud, gross negligence or willful misconduct) shall be final and conclusive and binding upon the Association and all of its Members.

Section 6.3. Duties of the Board of Directors with Respect to Assessments.

(a) In the event of a revision to the amount or rate of the Annual Assessment for the prior Calendar Year or the establishment of a Special Assessment, the Board shall fix the amount of the Assessment in question against each Lot and the applicable due date for each Assessment, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association.

(b) The Board shall, upon reasonable demand, furnish to any Owner originally liable for any Assessment, a certificate in writing signed by an officer of the Association or the Managing Agent, setting forth whether the Assessment in question has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

(c) The Board, upon written request of an Owner, Owner's agent or title insurance company or its agent acting on behalf of an Owner and subject to collection of the fees set forth in Section 5.3(e) of this Declaration, shall deliver to the Owner, Owner's agent or title insurance company or its agent acting on behalf of an Owner the subdivision information and resale certificate (and any update thereto) required pursuant to Illinois Property Code and any amendments thereto.

Section 6.4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner, Member, or Resident, or Non-resident (including, without limitation, the Declarant) for performance on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for each consideration as the Board may deem proper, advisable and in the best interest of the Association.

Section 6.5. Liability Limitations. NEITHER ANY OWNER, MEMBER OR RESIDENT NOR THE DECLARANT, ANY GENERAL PARTNER OF DECLARANT, ANY OFFICER, DIRECTOR, MANAGER, PARTNER, MEMBER, EMPLOYEE OR AGENT OF DECLARANT OR ANY GENERAL

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PARTNER OF DECLARANT, OR ANY DIRECTOR, OFFICER OR MANAGER OF THE ASSOCIATION, INCLUDING, WITHOUT LIMITATION, THE MANAGING AGENT, SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED BY OR OTHERWISE INCURRED BY THE ASSOCIATION OR FOR ANY TORT COMMITTED BY OR ON BEHALF OF THE ASSOCIATION, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENCE OR FOR A TORT OF ANOTHER OWNER, MEMBER OR RESIDENT, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENCE, WHETHER SUCH OWNER, MEMBER OR RESIDENT WAS ACTING ON BEHALF OF THE ASSOCIATION OR OTHERWISE, NEITHER THE DECLARANT, ANY GENERAL PARTNER OF DECLARANT, OR THE ASSOCIATION, NOR THE DIRECTORS, OFFICERS, MANAGER, PARTNERS, MEMBERS, EMPLOYEES OR AGENTS OF ANY OF THEM, SHALL BE LIABLE FOR ANY ACTUAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR FAILURE TO INSPECT ANY LOT OR COMMON PROPERTY OR THE IMPROVEMENTS LOCATED THEREON OR ANY PORTION THEREOF OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF THE NEGLIGENCE OF ANY OF SUCH PARTIES, NEITHER THE DECLARANT, ANY GENERAL PARTNER OF DECLARANT, OR THE ASSOCIATION, NOR THE DIRECTORS, OFFICERS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES OR AGENTS OF ANY OF THEM, SHALL BE LIABLE FOR ANY PERSONAL INJURY OR OTHER ACTUAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY ACT OR OMISSION IN THE REPAIR OR MAINTENANCE OF ANY LOT OR COMMON PROPERTY OR ANY IMPROVEMENT LOCATED THEREON OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF THE NEGLIGENCE OF ANY OF SUCH PARTIES.

Section 6.6. Reserve Funds. The Board may establish Reserve Funds (herein so called) which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts or any other recognized bookkeeping or tax procedures in order to better demonstrate that the amounts deposited therein are capital contributions and not net or taxable income to the Association.

ARTICLE VII INSURANCE REPAIR; RESTORATION

Section 7.1. Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, any improvements thereon or appurtenant thereto, for the interest of the Association, its Board, officers, managers, agents and employees, and of all Members of the Association, in such amounts and with such endorsements and coverage as shall be deemed appropriate by the Board. Such insurance may include, but need not be limited to:

- (a) Insurance against loss or damage by fire and hazard covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs;
- (b) General liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Board, and the Owners, Members and Residents with respect to the Common Properties;
- (c) Fidelity bonds for all officers and employees of the Association having control over the receipt or disbursement of funds; and
- (d) Liability insurance regarding the errors and omissions of Directors, officers, managers, employees and representatives of the Association.

Section 7.2. Insurance and Condemnation Proceeds. The Association shall be the exclusive representative of the Owners, Members and Residents in any proceedings, negotiations,

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settlements or agreements concerning insurance or condemnation with respect to the Common Properties. The Association and the members may use the net insurance or condemnation proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance or condemnation. Any balance from the proceeds of insurance or condemnation paid to the Association, remaining after satisfactory completion of repair, restoration and replacement or after the Board has elected to waive the repair, restoration or replacement, shall be retained by the Association as part of a general reserve fund for repair, restoration, maintenance and replacement of the Common Properties.

Section 7.3. Insufficient Proceeds. If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage, the Association may levy a Special Assessment as provided for in Article V of this Declaration to cover the deficiency.

Section 7.4. Liability Insurance Arrangements. The Association will seek to carry public liability insurance generally covering bodily injury and property damage arising out of negligent acts by employees, Members or authorized representatives of the Association. The Declarant and Association will not carry any insurance pertaining to, nor does it assume any liabilities or responsibility for, the real or personal property of the Owners, Members and Residents (and their respective family members and guests). Each Owner, Member or Resident expressly understands covenants and agrees with the Declarant and the Association that:

(a) neither the Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of any owner, Member and Resident; and

(b) each Owner, Member and Resident shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's, Member's and Resident's own selection to select, purchase, obtain and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner, Member and Resident covering his or her real and personal property.

ARTICLE VIII ARCHITECTURAL REVIEW

Section 8.1. Architectural Review Committee. The Architectural Review Committee ("ARC") shall be composed of at least three (3) individuals initially selected and appointed by the Declarant, each generally familiar with residential and community development design matters and knowledgeable about the Declarant's concern for a consistent first class approach to and construction of Improvements within the Property. In the event of the death, incapacity, removal or resignation of any member of the ARC, the Declarant, during the Development Period, shall have full authority to designate and appoint a successor. From and after expiration of the Development Period, the ARC members shall be selected, appointed and replaced, in the event of death, incapacity, removal or resignation by the Board.

Section 8.2. ARC Approval of Improvements. No Improvement shall be erected, placed or altered on any Lot until the Owner planning such Improvement has submitted to the ARC a written request for and has obtained the approval of the ARC of such Improvement. The Owner's request shall include plans, specifications and plot plans satisfying the minimum submission requirements set forth in the Design

Guidelines. The ARC shall base its decision on the criteria described in Section 8.4. A reasonable charge may be made by the ARC for the review of such plans, specifications and plot plans.

Section 8.3. Design Guidelines. The ARC may, from time to time, publish and promulgate

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Design Guidelines and additions or revisions thereto, and such design guidelines shall be explanatory and illustrative of the general intent of the proposed development of Lots to be developed within the Subdivision and are intended as a guide to assist the ARC in reviewing plans and specifications for Improvements to be located and constructed on each Lot. The Design Guidelines shall interpret, implement and supplement the provisions of Article VIII and IX and may set forth, among other things:

- (a) The procedures for ARC review and approval of Owner submittals of proposed Improvement projects (including, without limitation, minimum requirements for submitting a complete application for approval);
- (b) Guidelines for the construction of Improvements, including, without limitation, architectural design, placement on Lots, color schemes, exterior finishes and materials and similar features which are recommended or required for use on any Improvements;
- (c) The criteria and procedures for requesting variances from any property use restrictions or minimum construction standards that would otherwise apply to the proposed Improvement;
- (d) Minimum requirements for the maintenance, supervision and restoration of construction sites by Owners and their contractors;
- (e) Minimum requirements for the landscaping of Lots; and
- (f) Uniform and reasonable time limitations for completion of approved Improvements or other compliance matters.

Section 8.4. Basis for Approval of Improvements.

(a). When a proposed Improvement is submitted to the ARC for review, the ARC shall grant the requested approval only if the ARC, in its sole discretion, makes the following findings regarding the proposed Improvement:

- (i) The Owner's plans and specifications conform to these Covenants and to the Design Guidelines in effect at the time such plans are submitted to the ARC;
- (ii) The Improvement will be in harmony with the external design of other Structures, Improvements and/or landscaping within the Subdivision;
- (iii) The Improvement, as a result of its appearance, location or anticipated use, will not interfere with the reasonable enjoyment of any other Owner or the Owner's property; and
- (iv) The proposed Improvement, if approved, will otherwise be consistent with the architectural and aesthetic standards prevailing within the Subdivision and with the overall plan and scheme of development within the Property.

(b) While it is recognized that the ARC's determination will, of necessity, be subjective to some degree, the members of the ARC shall act reasonably and in good faith.

(c) The approval by the ARC of any plans, drawings or specifications for any Improvement, or for any other matter requiring the approval of the ARC under this Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different locations for Improvements, the size of the Structure, proximity to other Dwelling Units or Common Properties and other factors may be taken into consideration by the ARC in reviewing a particular submittal. Accordingly, the ARC shall be entitled to determine that a proposed Improvement or

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component thereof is unacceptable when proposed on a particular Lot, even if the same or a similar Improvement has previously been approved for use at another location if factors such as drainage, topography, noise or visibility from roads, Common Properties or other Lots or prior adverse experience with the product, the design or with similar Improvements mitigate against erection of the Improvement or use of a particular component thereof on the Lot involved in the Owner's submittal.

(d) In approving a request for construction of an Improvement, the ARC may condition approval upon the adoption of modifications in the plans and specifications or observance of restrictions as to location, noise abatement or similar mitigating conditions.

Section 8.5. Preliminary and Final Plan Submissions.

(a) The ARC is authorized and empowered to and shall consider, review and comment on preliminary plans and specifications submitted in duplicate on an informal basis to assist Owners, developers, homebuilders and prospective purchasers of the Lots in complying with these Covenants and the Design Guidelines and to assist in the completion of any feasibility studies undertaken by such persons or entities. The ARC shall have the right, however, to prescribe reasonable limitations concerning the time, effort and expense likely to be involved in handling such matters on an informal basis. If the preliminary plans and specifications are approved by the ARC, the owner or the Owner's designated representative will be so advised by letter. If found not to be in compliance with these Covenants or the Design Guidelines, the Owner or the Owner's designated representative will be so advised by letter containing a reasonably detailed statement and explanation of items found not to comply with these Covenants or the Design Guidelines. If the ARC fails to approve or disapprove such preliminary plans and specifications within thirty (30) days after the actual date on which the submission is received, approval of the matter submitted shall be presumed to have been approved; provided, however, that in no event shall the failure to formally approve such preliminary plans and specifications be deemed to be approval of any plans and specifications that violate in any manner these Covenants, the Design Guidelines or the Existing Restrictions. Comments on and approvals of preliminary plans and specifications shall be binding upon the ARC provided that conforming final plans and Specifications satisfying the submission requirements of these Covenants and the Design Guidelines are submitted within ninety (90) days of such preliminary comments or approvals.

(b) Final plans and specifications and plot plans satisfying the submission requirements of these Covenants and the Design Guidelines shall be submitted in duplicate to the ARC for approval or disapproval. The ARC is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications and plot plans meet the approval of the ARC, one complete set of plans and specifications and plot plans will be retained by the ARC and the other complete set will be marked "Approved" and returned to the owner of the Lot in question or his/her/its designated representative. If found not to be in compliance with these Covenants or the Design Guidelines, one set of such plans and specifications and plot plans shall be returned marked "Disapproved" accompanied by a reasonably detailed statement and explanation of items found not to comply with these Covenants or the Design Guidelines. Any modification or change to the approved set of plans and specifications and plot plans shall be resubmitted to the ARC for its inspection and approval. The ARC's approval or disapproval, as required herein, shall be in writing. If the ARC fails to approve or disapprove such plans and specifications and plot plans within sixty (60) days after the actual date on which the submission is received, then the plans shall be deemed to have been approved as submitted.

PRIOR TO THE ACQUISITION OF ANY INTEREST IN, AND CONSTRUCTION ON A LOT, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE AND OWNER OF ANY LOT IN THE SUBDIVISION IS STRONGLY ENCOURAGED TO CONTACT THE DECLARANT OR THE ASSOCIATION OR THE ARC TO OBTAIN AND REVIEW AND BECOME THOROUGHLY FAMILIAR WITH THE MOST RECENT DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION AND USE OF THE LOT IN QUESTION.

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Section 8.6. Proceeding With Work.

(a) Upon receipt of approval from the ARC, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement of construction pursuant to said approval, said commencement to be within six (6) months from the date of such approval, and the Improvement shall be diligently pursued to completion. If the Owner shall fail to comply with this Section 8.7, any approval given pursuant to this Article VIII shall be deemed revoked unless the ARC, upon written request of the Owner made prior to the expiration of the applicable time period, extends the time for commencement. No such extension shall be granted except upon a finding by the ARC that there has been no change in the circumstances upon which the original approval was granted and that the Owner has a bona fide intention and ability to commence the Improvement within the time period specified in the extension request and diligently pursue the same to completion. For purposes of this Section 8.7, "commencement of construction" with respect to the initial construction of a Dwelling Unit on a Lot shall be deemed to mean the date on which foundation forms are set and "commencement of construction" with respect to reconstruction, refinishing or alteration shall be deemed to mean the date on which labor is first furnished or materials first delivered to a Lot with respect to such reconstruction, refinishing or alteration.

(b) Each Owner of a Lot covenants and agrees that, in the event construction of the initial Dwelling Unit on the Owner's Lot has been commenced, construction of such Dwelling Unit must be completed within two (2) years after commencement, and that the Construction Delay Fine as hereinafter defined) shall be levied against the Owner and such Lot in the event of the failure to timely complete such construction, such Owner shall promptly and diligently proceed with the commencement of construction of a Dwelling Unit on the Lot and the Improvement shall be diligently pursued to completion.

Section 8.7. Failure to Complete Work.

(a) Unless the Owner has been granted an extension of time to complete the Improvement by the ARC, the initial construction of a Dwelling Unit on a Lot must be completed within two (2) years after construction has commenced. Unless the Owner has been granted an extension of time to complete the Improvement by the ARC, reconstruction, refinishing or alteration of any Improvement must be completed within two (2) years after construction has commenced or within such shorter period as may have been specified in the ARC's approval of the Improvement. Further, construction, reconstruction, refinishing or alteration of any Improvement may not cease for any period in excess of ninety (90) consecutive days. For purposes of this Section 8.8, the initial construction of a Dwelling Unit on a Lot shall be deemed completed when all plumbing fixtures are installed and operational, all cabinet work is completed and installed, all interior walls, ceilings and doors are completed and installed, floors have been completed and hardwood, carpet, tile or other similar floor covering installed, the appropriate final finish has been applied to all surfaces within the structure, such as paint, wallpaper, paneling, stain or the like, and all approved and required landscaping is completed and installed. For purposes of this Section 8.8, reconstruction, refinishing or alteration of any Improvement shall be deemed completed when the Improvement may be used for the purpose for which it is intended.

(b) With respect to the initial construction of a Dwelling Unit on a Lot, the following shall apply:

(i) With respect to a Dwelling Unit which commencement of construction occurs, in the event that construction of the Dwelling Unit has not been completed on or before the expiration of two (2) years following commencement of construction thereof; or

(ii) With respect to any of the Dwelling Units contemplated in (i) above, in the event that construction of the Dwelling Unit, once commenced, ceases for a period in excess of ninety (90) consecutive days; the Owner of such Lot shall pay to the Association a fine (the "Construction Delay Fine") payable as established by the Association from time to time not more frequently than monthly in an amount established by the Association from time to time not to exceed One Hundred and No/100 Dollars (\$100.00 for each day elapsing following, as applicable (i) the expiration of two (2) years following

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commencement of construction thereof until construction of the Dwelling Unit has been completed, or (ii) the expiration of ninety (90) days in which no construction of the Dwelling Unit has occurred until such construction recommences. The Construction Delay Fine shall constitute a Charge secured by the continuing personal obligation of the Owner. The Construction Delay Fine shall be due and payable as it accrues on the last day of each month until construction of the Dwelling Unit has been completed. The Owner of any Lot, by acceptance of a Deed therefor, shall be deemed to have covenanted and agreed that the Construction Delay Fine is reasonable and necessary.

Section 8.8. General.

(a) The ARC shall be entitled, at any time and from time to time upon the approval of the Association, to associate or employ a staff and to seek and obtain professional advice and counsel (including, but not limited to, architects, attorneys, designers, engineers and landscape technicians) in connection with the performance of its duties with all reasonable costs and expenses related thereto paid for or reimbursed by the Association. The Association may, in turn, reasonably recoup some or all of these expenses from the applicants seeking review and approval of plans and specifications.

(b) The Declarant and/or the Association and/or the ARC may require any owner to restore such Owner's Lot, Improvements or alterations to the condition existing prior to the construction of such Improvements or alterations (including, without limitation, the demolition and removal of any unapproved or uncompleted Improvement) if such Improvements or alterations were not timely completed in violation of this Article VIII. In addition, the Declarant and/or the Association and/or the ARC may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as an Individual Assessment against the Lot upon which such Improvements or alterations were commenced or constructed. A material violation of these Covenants shall be deemed to have occurred if no prior express written approval of the ARC has been obtained where it was originally required, even if hindsight reveals that the actual plans and specifications would have been approved by the ARC had they been properly and timely submitted.

(c) NEITHER THE DECLARANT, NOR ANY GENERAL PARTNER OF THE DECLARANT, NOR THE ASSOCIATION, NOR THE ARC, NOR THE BOARD NOR THE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES AND AGENTS OF ANY OF THEM, SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS

(d) No approval of plans and specifications and no publication of any Design Guidelines shall be construed as representing or implying that such plans, specifications, guidelines, bulletins or sheets will, if followed, result in properly designed improvements and/or improvements built in a good and workmanlike manner. Every Person who submits plans or specifications, and every Owner of each and every Lot, agrees that he/she/it will not bring any action or suit against the Declarant, any general partner of the Declarant, the Association, the ARC, the Board, or the officers, managers, partners, members, employees and agents of any of them, to recover any such damages and each and every Owner hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

(d) After reasonable notice to the Owner (and any applicable Resident), any member or agent of the ARC may from time to time at any reasonable hour or hours enter and inspect any Lot or the Improvements located thereon subject to the jurisdiction of the ARC to confirm improvement or

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maintenance alteration in compliance with the provisions hereof.

(e) The ARC shall have the power to grant variances, waivers, tolerances or modifications of the standards set forth within the Covenants and Design Guidelines under circumstances and conditions deemed reasonable, appropriate and prudent by the ARC in question. Matters of "quality", "adequacy" and "propriety" are to be considered by each ARC generally from an aesthetic standpoint, rather than from an engineering standpoint. Plans and specifications are not to be reviewed or approved for engineering or structural design or technical quality of materials, and by approving such plans and specifications neither the ARC, nor the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any Improvement constructed from such plans and specifications.

(f) Review and approval by the ARC of any proposals, plans or other submittals pertaining to Improvements shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, including the responsibility for which shall lie solely with the Owner who desires to construct, install or modify the Improvement.

ARTICLE IX USE OF LOTS IN THE ADDITION; PROTECTIVE COVENANTS

Each Lot situated in the Subdivision shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

Section 9.1. Lots. All Lots within the Subdivision shall be used solely for Residential Use. No Structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family Dwelling Unit and, if any, its customary and usual accessory structures (unless otherwise prohibited herein). No building or Structure intended for or adapted to business or commercial purposes or commercial use shall be erected, placed, permitted or maintained on any Lot, or any part hereof, save and except those related to development, construction and sales purposes of a bona fide homebuilder or the Declarant. No Owner, Member or Resident shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any Lot or within any Dwelling Unit which would (a) attract automobile, vehicular or pedestrian traffic to the Lot, or (b) involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Residents within the Property. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the Existing Restrictions or any other statutes, rules, regulations and ordinances of the County or any other governmental authority having jurisdiction over the Property. Except for the powers and privileges herein reserved by Declarant, Lots shall not be further subdivided or consolidated into a single building location for the purpose of constructing (1) Dwelling Unit on the consolidated Lots without the prior express written consent of the Declarant during the Development Period and, thereafter, the Association, and the consent or approval of any Owner other than Declarant shall not be required for such further subdivision or consolidation. The Declarant shall have and reserves the right, at any time or from time to time during the Development Period, to file a Plat or re-plat of the Plat to effect a reconfiguration of any Lot then owned by Declarant, subject to compliance with the provisions of this Declaration, the Existing Restrictions and any other statutes, rules, regulations and ordinances of the County or any other governmental authority having jurisdiction over the Property, and the consent or approval of any Owner other than Declarant shall not be required for such platting re-platting.

Section 9.2. Minimum Floor Space. Each Dwelling Unit on any Lot shall contain a minimum of 3,000 square feet of air conditioned floor area (exclusive of all roofed or unroofed porches, decks, terraces, garages, or breezeways attached to the main building).

Section 9.3. Garages. Each Dwelling Unit erected on any Lot shall provide and maintain garage space for a minimum of three (3) conventional automobiles, unless otherwise specifically approved by the ARC. No garage shall open onto or face any Street, unless otherwise specifically approved by the

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ARC. Detached garages, servants quarters and storage rooms may be permitted under limited rigid circumstances if, as and when, in the absolute opinion of the ARC, the exterior surface and appearance will substantially compare with a garage and the Dwelling Unit constructed on such Lot and if absolutely no storage of items which would otherwise be visible will occur there under. Any and all proposed garage plans and specifications must be submitted to the ARC for review and approval. Additionally, no garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles unless approved in writing by the ARC.

Section 9.4. Setback Requirements. No Structure shall be erected, altered, placed or permitted to remain on any Lot nearer than thirty (30) feet to the Street, Common Properties or common boundary line of the Lot; provided, however, such restriction shall expressly not prohibit gazebos, arbors, trellises, decks or landscaped terraces within such area. The ARC further may establish additional setback lines (for fences, walls and for buildings) from the front, rear and side property lines of the Home Site of each Lot at varying distances. In order to allow flexibility for (a) implementation of state-of-the-art construction designs, and (b) any consolidation of two (2) or more Lots to accommodate the construction of a lesser number of Dwelling Units thereon, the ARC shall also have the authority to develop and refine rear and side yard setback requirements. Within the setback areas for each Lot and subject to the construction or installation of any other items otherwise permitted, a non-exclusive surface easement and right-of-way is reserved for the Association in order to properly facilitate and carry out its duties and responsibilities under this Declaration.

Section 9.5. Height Limitations. Maximum building heights are governed by the Zoning Ordinance of the village of Palos Park. The current maximum permitted height by village ordinance is 25 feet of 2 ½ stories whichever is less. The ordinance is subject to change by the Village.

Section 9.6. Fences. No fence or hedge (which serves as a barrier) shall be erected, placed or altered on any Lot unless approved by the ARC. All fences facing a Common Property shall be constructed of materials specifically approved by the ARC. The design of and the type and material of all fences or walls may be set forth in the Design Guidelines and will be wrought iron or aluminum.

Section 9.7. Signs. No sign or signs shall be displayed to the public view on any Lot without the prior written approval of the ARC, except (a) any builder, during the applicable initial construction and sales period, may utilize one (1) professional sign of not more than six (6) square feet in size per Lot for advertising and sales purposes and development-related signs owned or erected by the Declarant shall be permitted. There shall be no sign permitted whether temporary or permanent anywhere on any lot, dwelling or accessory structure including signs located in windows from within the dwelling or structure. "For Sale" signs of any kind ARE NOT PERMITTED.

Section 9.8. Temporary Structures and Vehicles.

(a) No Temporary Structure of any kind shall be erected or placed upon any Lot. Temporary Structures shall include, but not be limited to, any garage, servant's house or other improvement erected more than one hundred twenty (120) days prior to the completion of the main portion of the Dwelling Unit.

(b) Any truck (excluding conventional sized pickups), bus, boat trailer, trailer, mobile home, golf cart, motorcycle, recreational vehicle, camp mobile, camper and any vehicle other than a conventional automobile or sport utility vehicle, if brought within the Property by or on behalf of any Owner or Resident, shall be stored, placed, or parked within the enclosed garage.

Section 9.9. Parking. Each Owner, Member and Resident shall not perform, permit or allow repair or maintenance work to any automobile or other vehicle outside the garage and visible to the abutting street(s), adjacent lots or Easement Area. Under no circumstances or conditions shall any automobile or other vehicle be parked on a non-paved portion of any Lot. No overnight

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parking of any automobile or other vehicle shall be permitted on any Street. Parking within the Subdivision shall be subject to such other reasonable rules and regulations as may be from time to time adopted by the Board. So long as applicable laws and ordinances are observed, the Association shall have the authority to tow at the Owner's expense, any vehicle parked or stored within the Common Properties or any Street in violation of this Section 9.10. The Board shall place stickers on vehicles violating the parking restrictions and post such notices or signs within the Common Properties as may be required by law to effectuate this towing provision.

Section 9.10. Site Maintenance. Garbage and Trash Collection.

(a) All garbage and yard waste shall be kept in plastic bags, other containers or otherwise bundled as required by (and meeting the specifications of) the Association. Each Owner, Member and Resident shall observe and comply with any and all regulations or requirements promulgated by the Association in connection with the storage and removal of trash and garbage, particularly where the collection point is in front of the Lot.

(b) No Lot, or any portion of the Common Properties or any public right-of-way area shall be used or maintained as a dumping ground for rubbish, trash or garbage. No Owner, Member or Resident shall dump grass clippings, landscape debris, garbage or trash of any kind on another Lot or the Common Properties. Each Owner shall be responsible for the appearance and condition of such Owner's Lot.

(c) If more than five (5) days after prior written notice an owner shall fail to: (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then in such event the Declarant or the Association shall have the authority and right to go onto the Lot in question for the purpose of mowing and cleaning such Lot and shall have the authority and right to assess and collect from the Owner of the Lot in question a reasonable charge for mowing or cleaning such Lot on each respective occasion of such mowing or cleaning, which charge shall constitute an Individual Assessment.

Section 9.11. Offensive Activities. No noxious, illegal or offensive activity or pollution affecting sight/sound/smell as determined by the Board shall be conducted or permitted on any portion of the Property. Excluding activities of the Declarant and bona fide home builders, no direct sales activities, garage sales, estate sales, yard sales, patio sales, flea markets, bazaars, sample sales, promotional dinner parties or similar activities shall be conducted on any portion of the Property.

Section 9.12. Pets and Animals. Any noise or odor emitted by and any discharge or waste from any animal (including, without limitation, dogs and cats) which can be seen, heard or smelled outside the perimeter of the subject Owner's (or Member's or Resident's) Home Site shall be deemed noxious and offensive and is therefore prohibited. A reasonable number (no more than four (2) adults, one (1) year or older), of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and they are not noxious, offensive, vicious or dangerous. Any outside pen, cage, kennel, shelter, concrete pet pad, run, track or other building, structure or device directly or indirectly related to animals which can be seen, heard or smelled by anyone other than the subject Lot Owner must be approved by the ARC in its sole and absolute discretion. Each and every dog, cat or other household pet, if not kept and confined within an enclosed non-visible portion of the Owner's, Member's or Resident's Home Site must be under control and accompanied by its corresponding Owner, Member or Resident, particularly when traveling beyond the perimeter of the Owner's, Member's or Resident's Home Site, and such Owner, Member or Resident shall promptly clean and remove the discharge and waste of any pet on roads, trails, and paths of the common properties or other Owner's Home Sites.

The housing and the reasonable number of any animal or animals not enumerated in this Section shall be

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established by the Board.

Section 9.13. Landscaping and Tree Preservation.

(a) Construction of each and every Dwelling Unit or Structure on a Lot shall include the installation and placement of landscaping as required by these Covenants and the Design Guidelines. Any and all plans and specifications for the landscaping of front yards and side yards must comply with the provisions of Section 9.14(b), and any alterations, changes, additions to or removal of existing landscaping shall be subject to the prior approval of the ARC. Without limiting the foregoing, no tree (other than a tree that is dead, inflicted with a disease or injury that threatens the life of the tree, or in danger of falling or partially fallen) may be removed from the Home Site, Conservation Easement Area, and Common Properties without the prior approval of the ARC. The grass in all front yards and side yards shall be solid sod (with native grasses and forbes having preference), unless otherwise approved in writing by the ARC.

Section 9.14. Maintenance.

(a) Each Owner and Resident of any Lot shall have the duty and responsibility, at their sole cost and expense, to keep, maintain and landscape their Home Site in a well maintained, clean and attractive condition at all times.

(b) Each Owner and Resident of any Lot shall have the duty and responsibility, at their sole cost and expense, to keep and maintain their Home Site, and all Improvements therein and thereon, in a well maintained, safe, clean and attractive condition at all times, including, without limitation, (i) prompt removal of all litter, trash, refuse and waste; (ii) keep all exterior lighting and mechanical facilities in working order; (iii) keeping driveways, walkways, fences and retaining walls in good repair and condition; (iv) promptly repairing any exterior damage, including casualty damage; (v) complying with all governmental health and police requirements; and (vi) repainting and refinishing improvements and exterior surfaces when required, all in a manner and with such frequency as is consistent with aesthetics, safety and good property management.

(c) The Association shall maintain the Bio-Retention Area and all Improvements constructed or placed upon such area by the Association.

(d) The Association, and its agents, during normal business hours shall have the right, after five (5) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any Person), and to take the action specified in the notice to remedy or abate said violation or breach. The cost of such remedy or abatement will be paid to the Association upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. The Association, or its agent, shall further have the right (upon like notice and conditions) to trim or prune, at the expense of the Owner, any hedge, tree or any other planting that, in the written opinion of the Association, by reason of its location on the Home Site, the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots, is dangerous, is unattractive in appearance or is otherwise in violation of this Declaration. The contract Performance and Payment Lien provided under this Section 9.15 will constitute a lien retained against the Lot in question with the same force and effect as the Payment and Performance Lien for Assessments set forth in these Covenants.

Section 9.15. Exterior Surfaces; Construction

(a) All roofs of any Dwelling Unit located on any Lot shall be constructed of slate, clay, tile concrete roof tile, rough-sawn cedar shakes, smooth sawn wood shingles and architectural heavy duty shingles or materials approved by the ARC taking into account harmony, conformity, color, appearance,

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quality and similar considerations.

Rooftop equipment such as heating/cooling units shall not be visible from the street or from any adjacent property.

(b) The exterior surface of all Dwelling Units shall be constructed of brick, stone or other materials approved by the ARC and shall be subject to the prior approval of the ARC. The ARC may establish restrictions on the percentages of materials to be utilized on exterior surfaces. The exterior portions of each chimney or fireplace will be one hundred percent (100%) brick, stone or construction. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, outdoor illumination, lights, exterior paint or stain, driveways or walkways and the like shall be subject to the prior approval of the ARC.

(c) Matters relating to the construction of, composition of and/or location of porches and other appurtenances or appendages of every kind or character, projections above roof lines and the location of sports equipment or installations may be set forth in the Design Guidelines or otherwise such items shall be subject to the prior approval of the ARC.

Section 9.16. Mailboxes. Each Lot shall have a mailbox of a design, material and location as may be provided by the Design Guidelines or as otherwise approved by the ARC.

Section 9.17. Exterior Lighting. No exterior lighting, including landscaping lighting, shall be installed or maintained on any Lot which is not in compliance with any requirements of the Design Guidelines or is otherwise approved.

Section 9.18. Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any Dwelling Unit on any Lot in a position that can be seen from the street or common property on any Lot unless approved in writing by the ARC.

Section 9.19. Antenna Restrictions. No antenna shall be permitted to be used, erected, placed or maintained on any Dwelling Unit or on any Lot except an antenna designed to receive direct broadcast satellite service one (1) meter or less in diameter, an antenna designed to receive video programming service via multipoint distribution service one (1) meter or less in diameter or diagonal measurement, or an antenna designed to receive television broadcast signals. Any permitted antenna shall be installed within the Lot so as not to be visible from the immediate residential Street, Common Properties or other Lots within the Subdivision, except as expressly permitted by the ARC.

Section 9.20. Removal or Additional of Dirt. The digging of dirt or the removal or addition of any dirt from any Lot is hereby expressly prohibited, except as may be necessary in conjunction with landscaping or construction of Improvements. Minimum finished elevations established on the Plat or otherwise established by the ARC shall be maintained at all times, unless a variance is secured by the Owner from the ARC.

Section 9.21. Prohibited Use. No Owner or Resident shall at any time conduct or permit to be conducted on any Lot any trade or business of any description, either commercial or non-commercial, religious or otherwise, including day schools, nurseries, or church schools, nor shall the Lot be used for any purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.

Section 9.22. Subdivided. No Lot may be subdivided, partitioned or divided.

Section 9.23. Drainage. Owner shall keep any drainage easements existing upon their Lot free of obstructions. No act may be performed which is likely to pollute the air or water in any part of the property, nor may any Owner violate any ordinance, rule, law or regulation designed to eliminate pollution at the time in force, whether it be state, county, or city. No outside burning shall be allowed.

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Section 9.24. Firearms. No Lot shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun or any firearm or any bow and arrow of any device capable of killing or injuring unless approved by the Directors.

Section 9.25. Driveways. Driveways shall be brick paver, and plans and specifications for driveways shall be included with the construction plans and specifications to be submitted to the ARC.

Section 9.26. Damaged Improvements. If all or any portion of buildings or other improvements are damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct the same in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within sixty (60) days after the damage occurs and shall be completed within 180 days after the date occurs, unless prevented by causes beyond the control of the Owner. Notwithstanding anything contained in this Section 9.28 to the contrary, the Owner of the Lot upon which a building or other improvements have been so damaged or destroyed shall not be required to rebuild, repair or reconstruct, provided the building or other improvements which have been so damaged or destroyed are removed from the Lot, provided further that the Lot remains in a sanitary, healthful and attractive condition.

Section 9.27. Sewer System. No septic tank, grease trap, field lines or any single home waste water disposal system shall be installed on any Lot without the approval of the ARC and in accordance with the Design Guidelines. No outside toilet shall be permitted upon any Lot, nor shall any type of device for disposal of sewer be permitted which would result in raw, untreated or unsanitary sewer being emitted upon any portion of the Lot or Property, or into any stream, creek, or other body of water. Drainage of the septic system to roads, streets, or any drainage area, either directly or indirectly, is strictly prohibited. Declarant or the Association may from time to time at any reasonable hour, enter and inspect any part of the Subdivision to ascertain compliance with the Covenants.

ARTICLE X EASEMENTS; STREETS AND ALLEYS

Section 10.1. Easements; Utilities. Easements for the installation and maintenance of utilities and drainage facilities shall be reserved as described in Exhibit "B" attached hereto and incorporated herein for all purposes and shown on the Plat for the Subdivision. Utility service may be installed along or near the front and/or side and/or rear Home Site lines and each Lot Owner shall have the task and responsibility of determining the specific location of all such utilities. Except as may be otherwise permitted by the ARC (e.g. fencing, flatwork, landscaping, etc.), an Owner shall neither erect, construct nor permit any obstructions or permanent Improvements of any type or kind to exist within any easement area, nor shall anything be done or permitted within an easement area which would restrict or adversely affect drainage. Electrical (and possibly other utility) easements may be located at, near or along the front or rear Home Site lines and each Lot Owner assumes full, complete and exclusive liability and responsibility for all cost and expense related to damage, repair, relocation and restoration of any Improvements or fence located within the easement area. Except as to special street lighting or other aerial facilities which may be required by the County or which may be required by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Subdivision whether upon individual Lots, easements, streets or rights-of-way of any type, either by the utility company or any other Person, including, but not limited to, any Person owning or acquiring any part of the Subdivision, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by a public utility. The foregoing notwithstanding, aerial utility facilities may be required to deliver services to the property line of the Subdivision. All utility meters, equipment, air conditioning compressors, pool

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equipment and similar items must be visually screened and located in areas designated by the ARC. Full rights of ingress and egress shall be had by the Declarant, the Association, and all utility companies serving the Subdivision, and their respective successors and assigns, at all times over the Subdivision for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction (excluding, however, any driveway, fence or other Improvement or Structure which has been theretofore specifically approved by the ARC or the Board) that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

Section 10.2. Ingress, Egress and Maintenance by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon the setback areas applicable for each Lot for the carrying out by the Association of its functions, duties and obligations hereunder; provided, however, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the Association's maintenance fund.

Section 10.3. Private Streets. The Streets situated and to be situated within the Subdivision are and shall be private streets which have not been dedicated to, and are not owned by, the County. The following special provisions shall be applicable to the Streets:

(a) All easements for the installation and maintenance of streets shall be reserved as set forth in Exhibit "B" and shown on the Plat for the Subdivision; provided, however, that neither the Declarant nor the Association makes any commitment nor shall either be under any obligation whatsoever to assure that the Streets located within the Subdivision will at all times remain private. The Declarant and the Association expressly reserve the right at any time or from time to time to dedicate all or any portion of the Streets located within the Subdivision to the County as set forth in subparagraph (b) below. All Streets located within the Subdivision shall at all times be subject to the lawful exercise by the County of its police powers.

(b) The Association shall, and has the sole responsibility to, maintain the Streets located within the Subdivision. The County, so long as the Streets remain private and are controlled by the Association, shall have no obligation or right to maintain the Streets or to provide any street cleaning services. All costs and expenses incurred by the Association in maintaining the Streets shall be paid from funds generated by the Annual Assessment provided for in this Declaration.

(c) Non-exclusive easements are hereby reserved for the benefit of, and granted to, the County, all providers of utility services within the Subdivision, and all other governmental providers of the Subdivision (including, without limitation, the U.S. Postal Service), to enter onto and use the Streets for the provision of all governmental and utility services necessary and/or required for the benefit of the Owners in the proper exercise of governmental functions and the providing of utility services, including, without limitation, the right of the County to remove any vehicle or obstacle from the Streets that impairs emergency access.

(d) Utilities serving the Addition shall be installed only in the Streets or in designated utility easement(s) shown in Exhibit "B" attached hereto and shown on the Plat (except for individual utility connections from the common utility lines to Dwelling Units constructed on a Lot).

(e) Exhibit "B" attached hereto shall contain a dedication to all public utility entities providing utility service to the Subdivision of the right to use the Streets to construct, install, maintain, operate, inspect, remove and reconstruct the facilities, equipment and systems that serve the Subdivision, and such utility companies shall repair any damage to the pavement or other improvements on the Streets resulting from any such installation, maintenance, reconstruction or such other work.

(f) If the Association maintains mechanism(s) to control access to the Streets the Association

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shall maintain such mechanism(s) in good operating condition so as to allow twenty-four (24) hour access to the Streets by the County and the providers of utility services to the Subdivision.

(g) Declarant, during the Development Period, and from and after the expiration of the Development Period, the Association, after having obtained the approval of Members in good standing holding at least fifty-one percent (51%) of the votes entitled to be cast by Members, shall have the right to request the County to accept dedication of all (but not less than all) of the Streets located within the Subdivision to the County as public streets.

Section 10.4. Encroachments. If (a) construction, reconstruction or repair activities which have been approved by the ARC; or (b) shifting, settlement or other movements of any portion of Improvements which have been approved by the ARC, results either in the Common Properties encroaching on a Home Site or Dwelling Unit or Structure or in a Home Site or Dwelling Unit or Structure encroaching on the Common properties or on another Home Site or Dwelling Unit or Structure, and unless otherwise directed by the ARC, a valid easement shall then and there exist to permit the encroachment and reasonable and necessary maintenance activities related thereto.

Section 10.5. Each and every Owner shall name the Declarant, Association and their agents, employees and officers as additional insured's under Owner's liability insurance policies and Owner shall furnish an insurance certificate to the Declarant or the Association certifying that such insurance is in effect.

(c) IN NO EVENT SHALL DECLARANT, ANY GENERAL PARTNER OF DECLARANT, THE ASSOCIATION, OR THE BOARD, OR THE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES AND AGENTS OF ANY OF THEM BE LIABLE FOR ANY DAMAGE OR INJURY RESULTING FROM THE EXERCISE OF THE RIGHTS GRANTED IN RESPECT TO THE EASEMENT GRANTED UNDER SECTION 10.7. EACH OWNER, BY THE ACCEPTANCE OF A DEED TO HIS/HER/ITS LOT, EXPRESSLY ACKNOWLEDGES THE POTENTIAL RISK RESULTING FROM SUCH EASEMENT AND RELEASES AND INDEMNIFIES DECLARANT, ANY GENERAL PARTNER OF DECLARANT, THE ASSOCIATION, THE BOARD, THEIR OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY LIABILITY ARISING THEREFROM.

ARTICLE XI REGISTRATION

Section 11.1. Registration with the Association.

(a) In order that the Declarant and the Association can properly acquaint every Lot purchaser and every Owner, Member and Resident with these Covenants and the day-to-day matters within the Association's jurisdiction, no acquisition of any Lot shall become effective until and unless all directives by, and all obligations to, the Association and the Declarant have been properly and timely satisfied.

(b) Each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Owner, Member and Resident; (b) the full name of each individual family member who resides within the Dwelling Unit of the Lot owner in question; (c) the business address, occupation and telephone numbers of each Resident; (d) the description and license plate number of each automobile owned or used by a Resident and brought within the Division; (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Resident cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable

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and appropriate to obtain such information and the offending Owner, Member and Resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

ARTICLE XII **GENERAL PROVISIONS**

Section 12.1 Power of Attorney.

(a) Each and every Owner, member and Resident hereby makes, constitutes and appoints the Declarant as his/her/its true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her/its name, place and use and benefit to do the following:

(i) To exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Subdivision;

(ii) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within this Declaration, or any part thereof, with such clause(s), recitals(s), covenant(s), agreement(s) and restriction(s) as the Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(iii) To sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision Plat of the Subdivision, or any part thereof, with any easements and rights to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

(b) The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Records and shall remain in full force and effect thereafter until conclusion of the Development Period.

Section 12.2. Further Development. During the Development Period, each and every Owner, member and Resident waives, relinquishes and shall not directly or indirectly exercise any and all rights, powers or abilities, and the Association shall not devote or expend any monies or personnel, regarding the contest, objection to, challenge, dispute, obstruction, hindrance or any manner of disagreement with the proposed or actual development (including, without limitation, zoning or rezoning efforts or processes pertaining to residential uses) of any real property owned by the Declarant or by the affiliates, assignees or successors of the Declarant within the Subdivision which is generally consistent with the scheme contemplated by this Declaration.

Section 12.3. Duration. The Covenants of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owners and Residents of any Lot subject to this Declaration, their respective legal representatives, heirs, devisees, personal representative, successors and assigns, for an original fifty (50) year term expiring on the fiftieth (50th) anniversary of the date of recordation of this Declaration, after which time these Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Owners of at least fifty-one percent (51%) of all Lots within the Subdivision and recorded in the Records, which contains and sets forth an agreement to abolish these Covenants; provided, however, no such agreement to abolish where approved by less than the Owners of seventy-five percent (75%) of all Lots within the Subdivision shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 12.4. Amendments. The Covenants set forth herein are expressly subject to change, modification and/or deletion by means of amendment, at any time and from time to time, on the following basis:

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(a) During the Development Period, the Declarant shall have the complete and unfettered right and privilege to amend, change, revise, modify or delete portions of these Covenants, and each and every Owner, Member and Resident specifically and affirmatively authorizes and empowers the Declarant, utilizing the attorney-in-fact status set forth in Section 12.1 above, to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as the Declarant (in its sole and absolute discretion) shall deem reasonable and appropriate.

(b) From and after the Development Period these Covenants, other than amendments of a "material nature" may be amended or changed upon the express written consent of the Board, without the approval of any Owner, Member or Resident.

(c) From and after the Development Period, amendments of a "material nature" to the Declaration must be agreed to and approved by Members in good standing holding at least fifty-one percent (51%) of the votes entitled to be cast by Members.

(d) A substantive change to any provision dealing with or governing any of the following items will be considered an amendment of a "material nature".

(i) Voting rights of any Member;

(ii) Liens securing the payment of Assessments, or subordination of liens securing the payment of Assessments, or materially and adversely changing the method of determining the obligations in respect to Assessments, Charges or other monetary obligations which may be levied against an Owner;

(iii) Material reduction of reserves for maintenance, repair, and replacement of Common Properties; specifically any modification to the Street maintenance Reserve Fund established in Section 5.3(b)(ii) shall require approval by at least seventy-five percent (75%) of the votes entitled to be cast.

(iv) Responsibility for maintenance and repairs;

(v) Except as expressly permitted herein, convertibility of any Lot into Common Properties or vice versa;

(vi) Expansion or contradiction of the Subdivision, or the addition, annexation or withdrawal of property to or from the Subdivision, except as expressly permitted by the provisions of Article II;

(vii) Casualty or fidelity insurance requirements;

(viii) Imposition of any restrictions on an Owner's right to sell or transfer a Lot;

(ix) Restoration or repair (after casualty damage or partial condemnation) of the Common Properties in a manner other than that specified herein; or

(x) Any action to terminate the legal status of the Subdivision after substantial destruction or condemnation occurs or any action which materially and adversely alters the use of casualty insurance proceeds with respect to any losses to the Common Properties for any purpose other than the repair, replacement or reconstruction of the Common Properties.

(e) A substantive change to any provision dealing with or governing any of the following items will be considered as "material" subject to the condition that any proposed action of the Association purportedly covered by the following must be material and adverse:

(i) Except as expressly permitted hereby, any act or omission to act seeking to abandon,

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partition, subdivide, encumber, sell or transfer the Common Properties which the Association owns, directly or indirectly (exclusive of the granting of easements for public utilities or for other public purposes consistent with the intended use of the Subdivision);

(ii) Any act or omission to act changing, waiving or abandoning any scheme of maintenance and repair of the Property, or the enforcement thereof, as provided in this Declaration;

(f) Additions or amendments to the Declaration such as the correction of a technical error or the clarification of a statement shall not be considered or construed as being "material" which amendment or amendments may be made by the Declarant or the Board. Any and all amendments shall be duly recorded in the Records.

Section 12.5. Enforcement. Each Owner of each Lot shall be deemed and held responsible and liable for the acts, conduct and omissions of each and every Member, Resident, guest and invitee affiliated with such Lot, and such liability and responsibility of each Owner shall be joint and several with their Member, Resident, guests and invitees. The contract Performance and Payment Lien covering Lots shall extend to, cover and secure the proper payment and performance of all obligations under this Declaration by each and every Member, Resident, guest and invitee affiliated with each Owner. Each Owner may, upon appropriate application to and approval by the Association, impose greater or additional restraints and restrictions on the "good standing" qualifications of any Person who occupies such Owner's Lot. Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage proximately caused by the conduct of their children (under the age of 18 years) within the Subdivision. Enforcement of these Covenants may be initiated by any proceeding at law or in equity against any Person or Persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these Covenants; however, failure by the Association or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover all costs and expenses, including court costs and reasonable attorney's fees from the non-prevailing party.

Section 12.6. Validity. Violation of or failure to comply with these Covenants shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one or more of these Covenants, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these Covenants conflicts with mandatory provisions of any ordinance or regulation promulgated by the City (including, without limitation, the Zoning Ordinance), then such municipal requirement shall control.

Section 12.7. 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. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise. Examples, illustrations, scenarios and hypothetical situations mentioned herein shall not constitute an exclusive, exhaustive or limiting list of what can or cannot be done.

Section 12.8. Notices to Member/Owner/Resident. No notice required to be given to any Owner, Member or Resident of a Lot under the provisions of this Declaration shall be deemed to have been properly delivered when: (i) deposited in the United States Mail, postage prepaid, addressed to the last known address of the Person who appears as the Owner, Member or Resident on the records of the Association at the time of such mailing; or when (ii) delivered by hand or by messenger to the last known address of such Person.

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Section 12.9. Notices to Mortgagees. The holder of a mortgage may be furnished with written notification from the Association of any default by the respective mortgagor/Member/Owner in the performance of such mortgagor's/Member's/Owner's obligations as established by this Declaration, provided that the Association has been theretofore furnished in writing with the correct name and address of such mortgage holder and a request to receive such notification and a reasonable supply of self-addressed stamped envelopes.

Section 12.10. Disputes. Matters of dispute or disagreement between Owners, Members or Residents with respect to interpretation or application of the provisions (excluding the provisions of Article VIII) of this Declaration or the Bylaws, shall be determined by the Board. Matters pertaining to Article VIII shall be determined by the ARC. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners, Members and Residents.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

DECLARANT:

Hidden Acres of Palos Park, LLC

By: Donald Jeanes,
Managing Member

By: Donald H. Jeanes

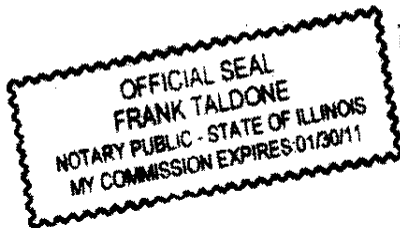
THE STATE OF ILLINOIS
COUNTY OF COOK §

This instrument was acknowledged before me on the 26th day of February, 2009, by DONALD J. JEANES, the MANAGING MEMBER of Hidden Acres of Palos Park, an Illinois Limited Liability Company, Acknowledge that this was signed, sealed and delivered as a free and voluntary act, and as the free and voluntary act of said Declarant, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal.

Frank Taldone

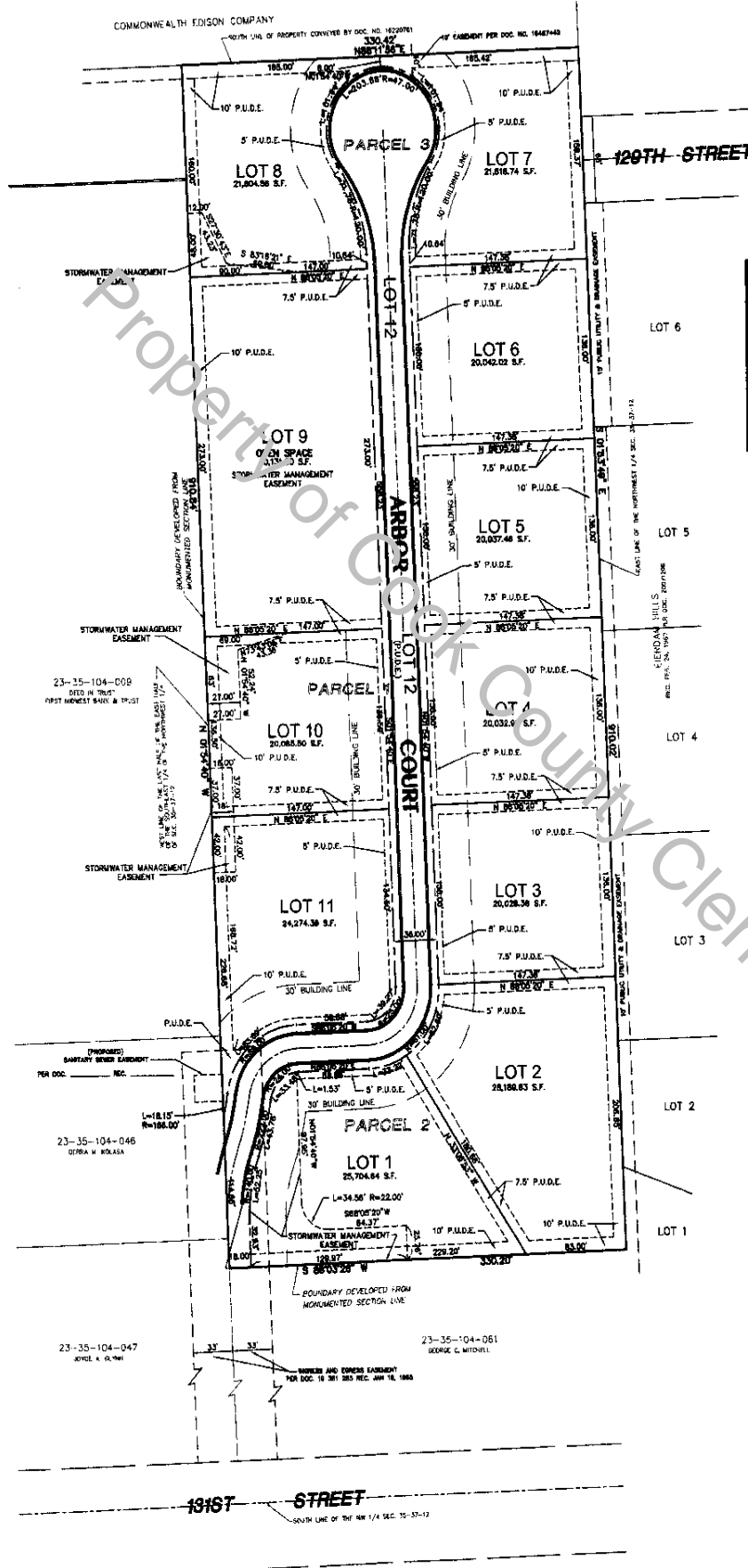
Notary Public in and for the State of Illinois



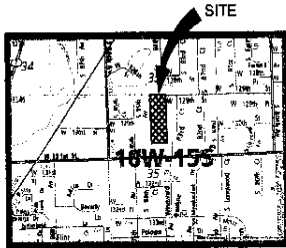
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FINAL P.U.D./SUBDIVISION PLAT OF HIDDEN ACRES OF PALOS PARK

BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH,
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



SCALE: 1" = 40'



LOCATION MAP
NOT TO SCALE

AREA SUMMARY

LOT 1	25,704.64 S.F.	= 0.590 ACRES
LOT 2	28,189.63 S.F.	= 0.647 ACRES
LOT 3	20,028.35 S.F.	= 0.460 ACRES
LOT 4	20,032.91 S.F.	= 0.460 ACRES
LOT 5	20,037.46 S.F.	= 0.460 ACRES
LOT 6	20,042.02 S.F.	= 0.460 ACRES
LOT 7	21,819.74 S.F.	= 0.496 ACRES
LOT 8	21,804.36 S.F.	= 0.496 ACRES
LOT 9 (OPEN SPACE)	40,131.00 S.F.	= 0.921 ACRES
LOT 10	20,065.50 S.F.	= 0.461 ACRES
LOT 11	24,274.39 S.F.	= 0.557 ACRES
AREA LOTS 1-11 281,727.21 S.F. = 6.508 ACRES		
LOT 12 (PRIVATE ROAD) 38,998.14 S.F. = 0.895 ACRES		
TOTAL SITE AREA 300,725.35 S.F. = 6.903 ACRES		

SITE DATA

GROSS LAND AREA	6.903 ACRES
TOTAL LOTS	11 LOTS
MINIMUM LOT WIDTH	165 FEET
MINIMUM LOT SIZE	20,000 S.F.

SETBACKS

FRONT YARD	30 FEET
REAR YARD	20 FEET
SIDE YARD	15 FEET

LEGEND

- SURVEY BOUNDARY LINE
- EASEMENT
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- EASEMENT



DEVELOPER:
JEANES CONSTRUCTION
13841 SOUTHWEST HIGHWAY
ORLAND PARK, IL 60462

INTECH CONSULTANTS, INC.
ENGINEERS / SURVEYORS
5415 WALNUT AVENUE DOWNERS GROVE, ILLINOIS
TEL: (630) 964-3656 FAX: (630) 964-3052
E-MAIL: CAD@INTECHCONSULTANTS.COM
ILLINOIS REGISTRATION No. 184-021040

REVISED: 2-13-09
REVISED: 1-13-09
REVISED: 10-24-08
REVISED: 8-20-08
PREPARED: 8-13-08

SHEET No. 1 of 2 JOB No.: 2006-015

FINAL SUBDIVISION PLAT - HIDDEN ACRES OF PALOS PARK

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FINAL P.U.D./SUBDIVISION PLAT OF HIDDEN ACRES OF PALOS PARK

BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OWNERSHIP CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) 98

THIS IS TO CERTIFY THAT HIDDEN ACRES, L.L.C., AN ILLINOIS LIMITED LIABILITY CORPORATION, IS THE TRUE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS PROVIDED FOR BY STATUTE, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREIN INDICATED.

DATED AT _____ THIS _____ DAY OF _____ 20____

By: _____ Printed Name, President ATTEST: _____ Printed Name, Secretary

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) 98

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____ AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF HIDDEN ACRES, L.L.C., AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THEREON AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ 20____

NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) 98

PALOS BANK AND TRUST, HOLDER OF A MORTGAGE ON THE PROPERTY DESCRIBED HEREIN, HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ABOVE AND FOREGOING PLAT OF SUBDIVISION AND HEREBY SUBMITS ITS MORTGAGE RECORD TO _____ AS OCCUPANT COUNTY _____ IN THE OFFICE OF THE RECORDS OF DEEDS, COUNTY OF ILLINOIS TO ALL OF THE PROVISIONS THEREOF.

IN WITNESS WHEREOF, THE SAID _____ HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS ON ITS BEHALF AT _____ THIS _____ DAY OF _____ 20____

By: _____ Printed Name and Title
Attest: _____ Printed Name and Title

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) 98

I, _____ A NOTARY PUBLIC IN AND FOR THE STATE OF _____ AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____ AND _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES (HEREIN) SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES HEREIN SET FORTH AS HIS (HER) OWN, FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ 20____

NOTARY PUBLIC

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE COUNTY OF COOK, ILLINOIS AND PALOS TOWNSHIP HIGHWAY DEPARTMENT AND SOUTH PALOS TOWNSHIP SANITARY DISTRICT AND THEIR SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREA MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" ON "P.U.D." ON THE PLAT FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO FURNISH, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNA TELEVISION SYSTEMS AND INCLUDING STORM AND SANITARY SEWERS TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE GRANTOR'S PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE FOREGOING WORK.

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENTS THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT EITHER OR LATER INTERFERE WITH THE AFORESAID SEWERS OR RIGHTS, WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE COUNTY OF COOK.

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO COOK COUNTY AND OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION OF THE LAND SURVEYED HEREBY OVER THE ENTIRE EASEMENT AREA FOR WIRELESS COMMUNICATIONS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

ALL EASEMENTS INDICATED AS STORMWATER MANAGEMENT EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE COUNTY OF COOK, ILLINOIS AND FOR THE BENEFIT OF THE PUBLIC.

NO PERMANENT BUILDINGS OR OTHER OBSTRUCTIONS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE LEASED FOR PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE OR FREE FLOW OF STORMWATER AND THE OPERATION OF THE STORMWATER MANAGEMENT SYSTEM. THE OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING THE DRAINAGE PATHS AND STORMWATER MANAGEMENT AREA AVAILABLE TO HIS LOT AND SHALL NOT REMOVE GRASSES, SHRUBS, OR STORMWATER MANAGEMENT FACILITIES WITHOUT HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE CITY OF PALOS HILLS.

IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE OR STORMWATER MANAGEMENT AREA EASEMENTS, THE COUNTY OF COOK AND ANY OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY AND ANY OWNER OF RECORD OF THE REAL ESTATE OR PART THEREOF SHALL, UPON 10 DAYS PRIOR WRITTEN NOTICE, HAVE THE RIGHT TO PERFORM, OR HAVE PERFORMED ON ITS OR THEIR BEHALF, ANY MAINTENANCE WORK TO OR UPON THE DRAINAGE OR STORMWATER MANAGEMENT AREA WHICH IS NECESSARY TO INSURE ADEQUATE STORMWATER MANAGEMENT AND FREE FLOW OF STORMWATER THROUGH THE MANAGEMENT EASEMENT AREA.

IN THE EVENT THAT THE COUNTY OF COOK OR ANY OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY OR ANY OWNER OF RECORD OF THE REAL ESTATE OR PART THEREOF SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS OR THEIR BEHALF, ANY MAINTENANCE WORK TO OR UPON THE DRAINAGE OR STORMWATER MANAGEMENT AREA EASEMENT, THE EXPENSE THEREOF, INCLUDING ANY ADMINISTRATIVE COSTS, SHALL UPON RECORDATION OF A NOTICE OF LEASE WITHIN SIXTY (60) DAYS OF COMPLETION OF THE WORK, CONSTITUTE A FIRST LIEN AGAINST THE EASEMENT AREA CREATED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE COUNTY AND/OR OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY AND/OR ANY OWNER OF RECORD OF THE REAL ESTATE (OR PART) THEREOF.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRICITY OR COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO _____ A TELEPHONE COMPANY, GRANTEES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, IMPROVE, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE FROM THE SAID _____ CABLES, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, POLES, POSTS, EQUIPMENT, CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH SAID WIRE AND UNDERGROUND SERVICE AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED OR DOTTED LINE OF _____ (OR SUCH OTHER PUBLIC OR PRIVATE, TOGETHER WITH THIS RIGHT TO) ALL NECESSARY SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND OVER ADJACENT AREAS TO SERVE IMPROVEMENTS THEREON, OR ADJACENT LOTS AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, SHRUBS, ROOTS AND SPRIGS AND TO CLEAR OBSTRUCTIONS AND FACILITIES USED IN CONNECTION AS MAY BE REASONABLY REQUIRED INCIDENT TO THE INSTALLATION, MAINTENANCE AND RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES.

THE TERM "COMMON ELEMENTS" SHALL MEAN THE COMMON ELEMENTS DESIGNATED ON THE PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT OR PART THEREOF AS "COMMON ELEMENTS", WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THIS RIGHT TO) ALL NECESSARY SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND OVER ADJACENT AREAS TO SERVE IMPROVEMENTS THEREON, OR ADJACENT LOTS AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, SHRUBS, ROOTS AND SPRIGS AND TO CLEAR OBSTRUCTIONS AND FACILITIES USED IN CONNECTION AS MAY BE REASONABLY REQUIRED INCIDENT TO THE INSTALLATION, MAINTENANCE AND RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES.

THE TERM "COMMON ELEMENTS" SHALL MEAN THE MEANING SET FORTH FOR SUCH TERM IN THE COMMON PROPERTY ACT, CHAPTER 78.105 ILLCS AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON ELEMENTS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS BENEFICIAL TO WHOLE OR AN APPROPRIATE PART OF THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE SAID SUBDIVISION OR COMMON ELEMENTS, WHICH ARE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREAS".

UTILITY EASEMENT PROVISIONS (INCOPIED)

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS (HEREIN) TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "UTILITY EASEMENT".

PRIVATE ROADWAY EASEMENT PROVISIONS

AN ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE COUNTY OF COOK, ITS AGENTS AND ASSIGNS, LOT OWNERS AND DRIVERS, AND TO THOSE PERSONS REQUIRING ACCESS TO OR OVER, UPON, ACROSS, UNDER AND THROUGH LOT 12 ON THIS PLAT, TO MAINTAIN, REPAIR, REPLACE AND REMOVE NECESSARY AND ACCESS FROM AND TO THE PRIVATE PROPERTIES PLATTED HEREON, AND EASEMENT HEREIN GRANTED IS PERPETUAL AND SHALL RUN WITH THE LAND AND ALL COVENANTS, AGREEMENTS, TERMS, CONDITIONS, RESTRICTIONS, RIGHTS AND INTERESTS HEREON CONTAINED ARE PROVIDED FOR AND SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, EXECUTORS, SUCCESSORS, LESSEES, AND ASSIGNS, FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO TRAVEL THE ENTIRE EASEMENT AREA AS PEDESTRIANS AND AS OPERATORS OF MOTORIZED VEHICLES INCLUDING BUT NOT LIMITED TO AUTOMOBILES, TRUCKS, MOTORCYCLES AND BICYCLES. THE EASEMENT AREA SHALL NOT BE CLOSED FOR ANY REASON EXCEPT EMERGENCY REPAIRS. LOT 12 SHALL ALSO BE SUBJECT TO EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE.

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS)
COUNTY OF) 98

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

1. THAT HIDDEN ACRES, L.L.C., IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION.

2. TO THE BEST OF THE OWNERS KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH SAID PROPERTY LIES IS _____.

OWNER
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
COUNTY OF) 98

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION. THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND OVERFLOW OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, A.D. 20____.



OWNER'S ATTORNEY FOR OWNER
PROFESSIONAL ENGINEER
STATE REGISTRATION NUMBER
11-34-2001
REGISTRATION EXPIRATION DATE

SUBDIVISOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) 98

THIS IS TO STATE THAT THOMAS E. FARMENACK, ILLINOIS PROFESSIONAL LAND SURVEYOR #M-214, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PANEL 1:
NORTH HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS. (P.L.M. 20-55-11-06)

PANEL 2:
THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND, ALL TAKEN AS A TRACT WITH THE SOUTH HALF (EXCEPT THE SOUTH 200 FEET THEREOF) OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS (P.L.M. 20-55-11-06)

PANEL 3:
THAT PART OF THE NORTH EAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE AFORESAID NORTH EAST QUARTER; THENCE NORTH 89 DEGREES 37 MINUTES 10 SECONDS SOUTH 89 DEGREES 37 MINUTES 10 SECONDS WEST 104 FEET; THENCE NORTH 1 DEGREE 54 MINUTES 48 SECONDS WEST 48 FEET; TO THE SOUTH CORNER OF THE SUBDIVISION; THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS WEST 104 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 10 SECONDS WEST 104 FEET; TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

I FURTHER STATE THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND EMBODIES ALL DISTANCES AS SHOWN IN FEET AND DECIMALS THEREOF. IRON PIPES WILL BE SET AT ALL LOT CORNERS, EXCEPT WHERE OTHER MONUMENTS ARE INDICATED.

I FURTHER STATE THAT THE PROPERTY INCLUDED IN THIS SUBDIVISION IS IN THE COUNTY OF COOK.

I FURTHER STATE THAT THE ABOVE DESCRIBED AREA FALLS WITHIN FLOOD HAZARD AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOOD AND PER FIRM MAP NUMBER 10310D141, PANEL 614 OF 620 AND FIRM MAP NUMBER 10310D142 (PANEL 612 OF 620), EFFECTIVE DATE AUGUST 8, 2008.

DATED THIS _____ DAY OF _____, A.D. 20____.

_____ License Expiration/ Renewal Date: 11-30-2010



REVISED: 2-13-09
REVISED: 1-13-08
REVISED: 11-24-08
REVISED: 8-20-08
PREPARED: 8-14-08

INTECH CONSULTANTS, INC.
ENGINEERS & SURVEYORS
5413 WALNUT AVENUE, SUITE 100
CHICAGO, ILLINOIS 60631
TEL: (830) 984-9858 FAX: (830) 984-3052
E-MAIL: CAD@INTECHCONSULTANTS.COM
ILLINOIS REGISTRATION NO. 184-067040

FINAL SUBDIVISION PLAT - HIDDEN ACRES OF PALOS PARK

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.
(P.I.N. 23-35-104-010)

PARCEL 2:

THE NORTH HALF OF THE FOLLOWING DESCRIBED PARCEL OF LAND, ALL TAKEN AS A TRACT TO WIT; THE SOUTH HALF (EXCEPT THE SOUTH 330.0 FEET THEREOF) OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
(P.I.N. 23-35-104-062)

PARCEL 3:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE AFORESAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND RUNNING THENCE SOUTH 88°-05'-37" WEST, ALONG THE MONUMENTED SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 330.40 FEET; THENCE NORTH 1°-54'-40" WEST, 85.49 FEET, TO THE SOUTH LINE OF THE PROPERTY CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY DOCUMENT NO. 16220761; THENCE NORTH 88°-11'-56" EAST, 330.42 FEET, TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1°-53'-49" EAST, ALONG SAID EAST LINE, 84.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

JOINDER OF LENDHOLDER

The undersigned, being the holder of (i) that certain lien against the Property evidenced by that certain _____ dated _____ unto _____
_____, Trustee, recorded in Volume _____, Page _____, of the Records ("Deed of Trust"), hereby consents to the execution of the foregoing Declaration of Covenants, Conditions and Restrictions ("Restrictions"), subordinates the lien created by the Deed of Trust to the Restrictions and agrees that in the event of a foreclosure of the Property (or deed in lieu thereof), the Restrictions will remain in full force and effect and shall not be extinguished by such foreclosure.

By: _____
Name: _____
Title: _____

Cook County Clerk's Office