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Cook County Recorder of Deeds
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**THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EQUITABLE SERVITUDES
OF
DEER HAVEN ESTATES**

This instrument was prepared by and, after recording, should be returned to:

Developer's Address:

Thomas P. Russian
Goldstine, Skrodzki, Russian, Nemecek and Hoff, Ltd.
835 McClintock Drive
Burr Ridge, IL 60527

DHE Development, Inc.
9485 Bormet Drive
Mokena, IL 60448

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INT OK

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THIS DECLARATION is made by DHE Development, Inc. an Illinois corporation hereinafter referred to as the "Declarant").

WITNESSETH:

The covenants, restrictions and equitable servitudes described herein shall run with the Land, the legal description of which is attached hereto and made a part hereof as Exhibit A, subject to the following two (2) paragraphs.

Each and every grantee of a Lot or Lots by the acceptance of a deed conveying a Lot or Lots accepts title thereto upon and subject to each and all the covenants, restrictions and equitable servitudes contained herein and by such acceptance shall for himself/herself/themselves/itself, his/hers/their/its heirs, personal representatives, executors, administrators, trustees, mortgagees, successors, lessees and assignees covenant and agree to keep, observe, comply with and perform said covenants, restrictions and equitable servitudes.

Each and every grantee of the Common Areas or any part thereof by the acceptance of a deed conveying the Common Areas or any part thereof accepts title thereto upon and subject to each and all the covenants, restrictions and equitable servitudes contained herein that pertain to the Common Areas and the Association and by such acceptance for himself/herself/themselves/itself, his/hers/their/its heirs, personal representatives, executors, administrators, trustees, mortgagees, successors, lessees and assignees covenant and agree to keep, observe, comply with and perform said covenants, restrictions and equitable servitudes.

(1) DEFINITIONS

- 1.01 **Annexation Agreement**- the Agreement under which the Land was annexed to the Village of Orland Park, which was recorded on November 21, 2001, as Document No. 0011096320 in Cook County, Illinois and amended under an amended annexation agreement which was recorded January 30, 2007 as Document No. 0703009067 in Cook County, Illinois.
- 1.02 **A.R.C.** – Architectural Review Committee for Deer Haven Estates.
- 1.03 **Association** – the Deer Haven Estates Homeowners' Association, an Illinois not-for-profit corporation, its successors and /or assignees.
- 1.04 **Authorized Builders** - A professional homebuilder who/that has received written authorization from the Developer to build a home/homes in the Subdivision. Initially, Flaherty Builders Incorporated is an Authorized Builder.
- 1.05 **Board** – Board of Directors for the Association.
- 1.06 **Common Areas** – Outlot A and Outlot B in Deer Haven Estates.
- 1.07 **Declarant** – DHE Development, Inc., an Illinois corporation.
- 1.08 **Declaration** – this instrument, its exhibits and any and all future amendments and supplementations thereto.
- 1.09 **Developer** – DHE Development, Inc., an Illinois corporation, its successors and/or assignees.

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- 1.10 **Development** – the single-family residential project.
- 1.11 **Land** – the property legally described on Exhibit “A” attached hereto and made a part hereof.
- 1.12 **Intentionally Omitted**
- 1.13 **Lot** – a plot of land as delineated on the Recorded Plat of Subdivision (as defined in Provision 1.17 of the Declaration), except the Common Areas.
- 1.14 **Lot Owner** – an owner of record, whether one or more persons or an entity, of fee simple title to any Lot, including contract sellers, but excluding those having such an interest merely as security for performance of an obligation. Also, 100% of the beneficiaries of a land, testamentary or self-declaration trust that holds title to any Lot.
- 1.15 **Membership** – the members of the Association.
- 1.16 **Parkway** – the real property located between the public street and sidewalk in front of and in the case of a corner lot, on the side and/or back of a Lot.
- 1.17 **Recorded Plat of Subdivision** – Plat of Subdivision of Deer Haven Estates recorded on October 02, 2007 as Document No. 0727515163 in Cook County, Illinois and any and all certificates of correction thereto.
- 1.18 **Intentionally Omitted**
- 1.19 **Subdivision** – Deer Haven Estates, as delineated on the Recorded Plat of Subdivision.
- 1.20 **Village** – the Village of Orland Park, an Illinois municipal corporation, its successors and/or assignees.
- 1.21 **Voting Member** – the Lot Owner per Lot who is designated and/or entitled to vote on matters submitted for consideration of the Membership.

(2) SINGLE-FAMILY RESIDENTIAL BUILDINGS ONLY

(see also Provision (7))

No business or profession of any nature shall be conducted on any Lot or in any residence constructed on any Lot; however, the Developer and Authorized Builders shall not be prevented from erecting a single-family home on a Lot and using and maintaining such structure as a sales office, model home, business office, storage area or construction office for the purpose of the development and sales of homes in the Subdivision. None of the Lots, as depicted on the Recorded Plat of Subdivision, shall be re-subdivided. Only one single-family residence may be constructed and allowed to exist on each Lot. Further, no room or rooms in any residence or parts thereof may be rented or leased, and no paying guests shall be quartered in any residence. Nothing contained in this Provision (2), however, shall be construed as preventing the leasing of an entire residence as a single unit to a single family.

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(3) GARAGES

As appurtenant to the residence permitted by Provision (2) of the Declaration and to be used exclusively in connection with such residence, a private garage of sufficient size to house not less than two (2) standard-size, American-made automobiles shall be constructed which garage must be attached to such residence as an integral part thereof. Such garage shall not be used at any time as a residence, whether temporary or permanent. Such garage shall conform to said residence in architectural design and in proportionate construction cost. Garages larger in size than a three (3) car garage shall be side-loaded.

(4) PERMITTED CONSTRUCTION MATERIALS

All residences constructed upon any Lot shall be of brick, stone, masonry or wood construction only. No prefabricated or modular homes shall be constructed on any Lot. No plywood of any kind, including reverse board and batten, or aluminum or vinyl siding shall be used on any structure erected on any Lot. One-story structures shall be constructed of brick, stone or masonry materials. The entire first floor of all one and one-half, two or multi-story structures shall be constructed of brick, stone or masonry material. All driveways shall be paved with either brick or concrete from the garage to the street. Asphalt driveways are prohibited.

(5) MINIMUM LIVING AREA

The following requirements shall govern the minimum living area sizes of the residences in the Subdivision:

- (a) A one-story residence shall contain at least three thousand (3,000) square feet of living area exclusive of garage, breezeways, porches and basement.
- (b) A one and one-half story residence shall contain at least three thousand, four hundred (3,400) square feet of living area exclusive of garage, breezeways, porches and basement, of which at least one thousand, nine hundred (1,900) square feet of living area shall be on the first floor.
- (c) A two story residence shall contain at least three thousand, four hundred (3,400) square feet of living area exclusive of garage, breezeways, porches and basement, of which at least one thousand, four hundred (1,400) square feet of living area shall be on the first floor.

(6) PROHIBITION ON USE OF CAMPERS, TRAILERS, ETC. AS A RESIDENCE

No temporary house, camper, habitable motor vehicle, trailer, tent, stand, recreational appurtenance, shack, basement or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any Lot at any time as a residence. Detached accessory

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structures are not allowed without the written approval of the Village and the A.R.C. Said accessory structures shall be limited to a single story of no more than one hundred fifty (150) square feet and shall be constructed of similar materials and color scheme as the residence on the Lot.

(7) SIGNS

During the period of time that the Developer holds legal or equitable title to, has a beneficial or financial interest in or holds a power of direction over any Lot in the Subdivision, no Lot Owner other than the Developer and/or an Authorized Builder(s) may post a sign within the Subdivision indicating that his/her/their/its Lot and/or residence thereon is for sale and/or for rent or open for public viewing. During the time period specified above in this Provision (7), no other signs, banners or other manners of advertisement shall be permitted in the Subdivision without the express written consent of the Developer which consent may be withheld for any reason.

The primary purpose of this Provision (7) is to insure that the residences constructed by the Developer and the Authorized Builders are the foci of sales during the development of the Land. In furtherance of the purpose of the terms of this Provision (7), the Declarant hereby grants an easement over, on, across and under the Common Areas to the Developer, Developer's agents and Authorized Builders to place and maintain on the Common Areas, without charge, advertising signs, banners and lighting in connection therewith and other promotional facilities at such locations on the Common Areas and in such forms as determined by the Developer. This easement shall run with the Common Areas and shall automatically terminate by the terms hereof when the time period stated above in this Provision (7) expires.

(8) RESPONSIBILITY FOR SIDEWALKS AND DAMAGE TO SIDEWALKS & CURBS

The Lot Owner shall construct a sidewalk in strict accordance with the Village's requirements in front of and in the case of a corner lot, on the side and/or back of a Lot Owner's Lot that spans the full width of the Lot prior to the Village's issuance of an occupancy permit for any residence built upon said Lot. In the event the Lot Owner fails to construct said sidewalk, the Developer shall have the right to construct said sidewalk and to be reimbursed by the Lot Owner for all the Developer's costs associated with such construction. The Developer shall have the right but not the obligation to apply to any court of law or equity having jurisdiction for damages or other proper relief, and if such relief is granted, the breaching Lot Owner shall pay the Developer's reasonable attorneys' fees, court costs and all other expenses in connection with said legal action. In the event that the residence is ready for occupancy during a time when inclement weather, unavailability of materials and/or laborers, or labor strikes prevent the construction of such sidewalk, the applicable Lot Owner shall be granted more time to construct a sidewalk for a period not to exceed one hundred fifty (150) calendar days, subject to any different time period that may be dictated by the Village.

In the event the Village during or after eighteen (18) months from the date of the Village's acceptance of the Subdivision's public improvements requires the replacement and/or repair of curbs and/or sidewalks in front of and in the instance of a corner Lot, on the side and/or back of a Lot, the Lot Owner of the subject Lot, at his/her/their/its own expense, shall repair or replace such sidewalk or curb in accordance with the requirements of the Village. The Lot Owner is responsible for preventing

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such damage from occurring by adequately protecting the curb and sidewalk during the construction of his/her/their/its home. In the event of the failure of the Lot Owner to make such replacements or repairs, the Developer, at the Developer's sole discretion, shall have the right but not the obligation to make such replacements and/or repairs and to be reimbursed by the subject Lot Owner for all the Developer's costs associated with such replacements and/or repairs. The Developer shall have the right but not the obligation to apply to any court of law or equity having jurisdiction for damages or other proper relief, and if such relief is granted, the breaching Lot Owner shall pay the Developer's reasonable attorneys' fees, court costs and all other expenses in connection with said legal action.

(9) NO TRUCKS, TRAILERS, CAMPERS, ETC. AND UPKEEP OF OUTDOOR PLAY FACILITIES AND FURNITURE

No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, recreational vehicles (includes snowmobiles), junk automobiles or dilapidated/disabled vehicles of any kind shall be maintained, repaired, stored or parked on any dedicated or nondedicated street or right-of-way in the Subdivision. No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, recreational vehicles (includes snowmobiles), junk automobiles or dilapidated/disabled vehicles of any kind shall be maintained, repaired, stored or parked on any of the Lots unless housed or garaged completely in a structure that complies with the Declaration. Commercial vehicles may be parked on a dedicated or nondedicated street or right-of-way in the Subdivision or on a driveway on a Lot, but only for the time period and for the sole purpose of deliveries. For purposes of this Provision (9), the terms "trucks and commercial vehicles" shall not include sports utility vehicles, pickup trucks or other types of trucks that are typically considered vehicles for personal, everyday use (e.g. Ford F150). Further, outdoor play facilities and outdoor furniture shall be maintained in "like new" condition so as not to create an eyesore or become a nuisance to neighbors. Batting cages are prohibited.

(10) OUTDOOR APPEARANCE

(a) No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any Lot and/or to be visible from the streets or any neighboring Lot except as necessary during the period of construction of a structure thereon. No Lot shall be used for storage of unsightly materials.

(b) No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, as facilities for the same should be provided within the residence constructed on the Lot.

(c) Except as necessary during the period of construction, no rubbish, trash or other waste materials shall be kept or permitted on any Lot unless the same is in enclosed containers located in appropriate areas and concealed from public view. Trash receptacles shall not be placed at curbside for pickup more than twelve (12) hours prior to pickup.

(d) Each and every Lot shall be kept in a clean and attractive condition at all times. Each Lot Owner shall be responsible for cutting and removing weeds periodically on his/her/their/its own Lot so as to maintain a well-groomed look.

(e) Artificial grass, artificial plants and other artificial vegetation anywhere on, across, under, in and above the exterior portion of any Lot is prohibited.

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(11) ANIMALS

Dogs, cats and other household pets are allowed within the Subdivision, provided they are not kept, bred or maintained for any commercial purposes and provided they do not make any objectionable noises and do not otherwise create a nuisance or inconvenience or present a danger to any of the residents of the Subdivision. Any pets which cause objectionable noises or otherwise constitute a nuisance, inconvenience or danger shall forthwith be removed from the Subdivision by the person having custody of the same. Should a Lot Owner desire to confine his/her/their/its pet on his/her/their/its Lot, a fence that satisfies the requirements of Provision (12) of the Declaration is required. Outdoor pet enclosures, such as cages and kennels, are prohibited.

(12) FENCES

(see also Provision (22))

No fences shall be constructed on any Lot except in accordance with the following:

- (a)** A fence permit must be obtained from the Village prior to construction and/or installation of any fence in the Subdivision.
- (b)** Fences must be located along the boundary lines of a Lot at the rear of the residence on the Lot, except that a fence required in connection with a swimming pool need only encompass the area necessary to enclose the swimming pool. In the event that the rear of a Lot is so irregularly shaped and narrow that the requirements of this subparagraph (b) are prohibitive, a Lot Owner may locate the fence in the rear and along a portion of the sides of such Lot Owner's Lot if and only if given written approval of the A.R.C. and the Village to do so, which approval is at the sole discretion of the A.R.C. and the Village.
- (c)** A fence shall not be constructed without the written approval of the A.R.C.
- (d)** For purposes of establishing uniformity of style, height, color and construction material of fences throughout the Subdivision, all fences must conform to the following specifications:

a Jerith traditional, wrought iron, designed fence (Style #101), black in color and five (5) feet in height. Substantially similar styles of like quality are permitted with the written approval of the A.R.C. and Village.
- (e)** A Lot Owner, at such Lot Owner's expense, is responsible for maintaining his/her/their/its fence on his/her/their/its own Lot in a condition that is comparable to the condition when new. No fence shall be permitted to deteriorate or become unsightly due to weathering or neglect.

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(13) DRIVEWAY REQUIREMENTS

No residence constructed or placed on any Lot shall be occupied in any manner at any time prior to the construction of a concrete or brick driveway from the street to the garage thereon by the Lot Owner thereof, at said Lot Owner's sole expense; provided, however, the Lot Owner shall be granted more time, for a period not to exceed one hundred fifty (150) calendar days (subject to any different time period that may be dictated by the Village), in the event such residence is otherwise ready for occupancy during a time when inclement weather and/or unavailability of materials and/or laborers prevent the construction of such driveway.

(14) EXTERIOR COLOR PLAN

(see also Provision (22))

The A.R.C. has jurisdiction over all exterior color plans in regard to structures within the Subdivision. Prior to commencement of construction within the Subdivision, each Lot Owner must submit a color plan to the A.R.C. that shows the color of the roof, exterior walls, garage doors, windows, shutters, trim, etc. The A.R.C. shall consider the extent to which the color plan is consistent with the residences in the surrounding areas and the extent to which the color plan conforms to the natural color scheme of the Subdivision.

(15) ROOFS

(see also Provision (22))

(a) The minimum main roof pitch visible from the front of each residence shall be as follows:

One-story residences: 8/12

All other residences: 8/12

All front elevation gables shall have a minimum roof pitch of 10/12

(b) Roofs shall be constructed of asphalt, wood, slate or similar materials. Metallic roofing materials must be approved on a case by case basis by the A.R.C..

(16) CURBSIDE MAILBOXES

A Lot Owner shall install only such a mailbox or receptacle as the Developer supplies to the Lot Owner, and such mailbox must be placed at the location specified by the U.S. Postmaster/Postmistress. The street number shall be affixed to the mailbox. The Lot Owner shall

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pay a fee to the Developer for the mailbox, which fee shall be established by the Developer and may be amended from time to time at the Developer's sole discretion. Such amendment shall be valid and effective without an amendment to the Declaration.

(17) LAWN, LANDSCAPE AND OUTSIDE LIGHTING

Lawn and landscape shall be established in accordance with the following terms:

- (a) All front and side yards shall be sodded, and all rear yards shall be seeded or sodded.
- (b) Within the time period stated on the occupancy permit pertaining to the applicable Lot or in the absence of such statement, within six (6) months from the date of issuance of said occupancy permit, the Lot Owner, at the Lot Owner's expense, shall establish a lawn as described in subparagraph (a) of this Provision (17). Within eight (8) months of the date of issuance of said occupancy permit, the Lot Owner, at the Lot Owner's expense, shall plant trees in the Lot Owner's yard as required by the Declaration.
- (c) The Lot Owner, at the Lot Owner's expense, shall sod the Parkway that is located in front of and in the case of a corner Lot, on the side and/or back of the Lot Owner's Lot. The sodding of the Parkway by the Lot Owner shall be coordinated with the Developer's planting of parkway trees.
- (d) The Lot Owner, at the Lot Owner's expense, shall plant at least five (5) shade trees with a minimum diameter of 2.5" in the Lot Owner's front and side yards collectively.
- (e) The Lot Owner, at the Lot Owner's expense, shall establish foundational landscape in the front and on the sides of the Lot Owner's Lot.
- (f) The Lot Owner shall bear the expense of and shall be responsible for maintaining the Lot Owner's lawn and landscape in the front, side and rear yards of the Lot Owner's Lot.
- (g) The selection and planting of parkway trees shall be in accordance with the Street Tree Master Plan approved by the Village. The Developer or Developer's agent shall be responsible for planting trees in the Parkway. The Lot Owner shall pay a fee to the Developer for each tree that the Developer, in accordance with the Village's requirements, plants in the Parkway in front of and in the case of a corner lot, on the side and/or back of the Lot Owner's Lot. The Developer shall establish the parkway tree fee and, at the Developer's sole discretion, the Developer may amend the parkway tree fee specified above from time to time. Such amendment shall be valid and effective without an amendment to the Declaration. The Lot Owner shall not plant trees in the Parkway. In the event that the Lot Owner plants trees in the Parkway and such action does not comply with the Village's requirements, the Developer, at the Lot Owner's expense, shall have the right to take all necessary action to bring the landscape into compliance with the requirements of the Village. The Lot Owner shall bear the expense and shall be responsible for maintaining the trees and the sod in the Parkway in front of and in the case of a corner lot, on the side and/or back of the Lot Owner's Lot.

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- (h) Developer shall establish the lawn, landscape and landscape retaining walls within the Common Areas Outlot A and Outlot B as shown on the Recorded Plat of Subdivision. No fences shall be installed within said Common Areas, as only natural screening shall be established in accordance with the approved improvement plans. Furthermore, the Developer and Developer's agents shall have the right to enter upon the Common Areas for the purpose of establishing the required landscape and improvements within these areas and periodically inspecting them. After the Developer is done making such required improvements, the Association shall maintain said improvements within the Common Areas and shall have the right to enter upon the Common Areas for the purpose of maintaining its improvements.
- (i) Should a Lot Owner desire outside lighting of and /or on his/her/their/its Lot, such lighting shall not be installed at a location or be of a watt intensity that will cause a nuisance to neighbors or passersby.

(18) NINETY DAYS TO COMPLETE SHELL AND SIX MONTHS TO COMPLETE FINISHED EXTERIOR

The work of constructing, altering and/or remodeling any structure on any Lot shall be performed diligently from its commencement and until the completion thereof. The complete exterior shell not including finished exterior wall materials (e.g. brick, stone or other approved material) must be completely erected and/or constructed within ninety (90) calendar days from the commencement date of construction of any such structure. Every structure in the Subdivision, including roof and exterior walls, shall be completed within six (6) months after the commencement date of construction of such structure. The effect of this Provision (18) shall be to require that, on the exterior and from the view of neighboring Lots, each such residence appears completed within said six (6) month period. Reasonable extensions of the time periods expressed above in this Provision (18) shall be granted in the event that delays are caused by weather and/or unavailability of materials and/or laborers.

(19) ANTENNAE, SATELLITE DISHES AND ABOVE-GROUND POOLS

Antennae and towers are not allowed. Above-ground swimming pools are not allowed. Satellite dishes are allowed, but only in accordance with the following specifications:

- (a) the dish shall not be greater than 18" in diameter,
- (b) the dish shall not exceed 36" in height from above ground,
- (c) the dish shall be mounted within 3'-4' from the residence it services and at least 40' from the front Lot line,
- (d) the dish shall be screened or located such that the dish is not visible from the street and
- (e) the dish shall comply with the requirements of the Village, if any, and the FCC.

Should a restriction contained in this Provision (19) conflict with a rule, regulation or requirement of the FCC, the rule, regulation and requirement of the FCC shall govern.

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(20) BURIED UTILITY LINES

All public utility lines, cable television lines, radio wires, pipes, mains, tiles, conduits, cables and other appurtenances constructed, laid or installed in the Subdivision must be buried beneath the ground, except the necessary pedestals and transformers required to serve the underground facilities in the Subdivision.

(21) TANKS AND OUTSIDE AIR CONDITIONING UNITS

No elevated tanks of any kind shall be erected, placed or permitted to exist in the Subdivision. All air conditioning units and other cooling and heating apparatuses which are placed outside of a residence in the Subdivision shall be located only on the side and/or rear yards of a Lot.

(22) ARCHITECTURAL REVIEW COMMITTEE

(A) **Necessity of Architectural Review and Approval.** No structural improvement of any kind (or the foundation, if any, of the same), including, without limitation, any deck, gazebo, lit recreational area, fence or any other structural improvements shall be installed, erected or placed upon any Lot, nor shall any structural addition or alteration be made unless and until the plans, specifications and location of the same have been submitted to and approved by the A.R.C. In general, all plans and specifications will be evaluated on the basis of harmony of external design, location in relation to surrounding structures and topography.

(B) **Authority of the A.R.C.** The A.R.C. shall be comprised of and controlled by the Developer until (i) a residence is located on each and every Lot, (ii) the Developer relinquishes its authority in writing, (iii) the Developer assigns its authority in writing or (iv) twenty (20) years from the original date of recording of the Declaration, whichever occurs first and subject to the terms of this Paragraph (B).

- At the time that a residence is located on each and every Lot, the A.R.C. from there on shall be comprised of no more than five Lot Owners and no less than three Lot Owners who are appointed by a majority of the Board at every annual meeting of the Board; however, if the Association is still controlled by the Developer at such time, the A.R.C. shall be deemed dormant until the Turnover Date.
- If the Developer relinquishes the Developer's control of the A.R.C. before the Turnover Date without assigning such control to another, the A.R.C. shall be deemed dormant until the Turnover Date, at which time and from there on the members of the A.R.C. shall be appointed by a majority of the Board at every annual meeting of the Board, and the

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membership requirements stated above shall be effective.

- An assignee of the Developer shall have control of the A.R.C. until a residence is located on each and every Lot, at which time and from there on the members of the A.R.C. shall be appointed by a majority of the Board at every annual meeting of the Board, and the membership requirements stated above shall be effective; provided, however, in the event that the need for such appointments arises prior to the Turnover Date, the A.R.C. shall be deemed dormant, and such appointments shall not take place until the Turnover Date.
- Notwithstanding any terms to the contrary stated herein, under no circumstances may the Developer retain control of the A.R.C. beyond twenty (20) years from the original date of recording of the Declaration.

At any time during a period of dormancy, as mentioned above in this Paragraph (B), the Developer, at the Developer's sole discretion, may reinstate the Developer's control of the A.R.C. by a written statement; provided, such reinstatement shall not be effective until such statement has been effectively delivered to all the Lot Owners in accordance with Provision (37) of the Declaration. Further, unless such reinstatement is terminated at an earlier date in writing by the Developer and effectively delivered to all the Lot Owners in accordance with Provision (37) of the Declaration, such reinstatement shall automatically terminate by the terms hereof on the Turnover Date.

(C) Powers and Duties of the A.R.C. The A.R.C. shall have the following powers and duties:

(i) to require submission to the A.R.C. of two complete sets of all plans and specifications for structural improvements of any kind, including, without limitation, a gazebo, deck or any other structural improvement, the construction, installation or placement of which is proposed upon any Lot. The A.R.C. may review and pre-approve preliminary plans of a Lot Owner prior to the submission of plans and specifications from an Illinois licensed architect, with the final review and approval contingent upon submission of plans and specifications from such an architect. The A.R.C. may require submission of samples of building and construction materials proposed for use on any Lot and such additional information as may be reasonably necessary for the A.R.C. to thoroughly evaluate the proposed structural improvement in accordance with the Declaration, including but not limited to a site plan showing the location of the proposed and existing structures, landscape, gas lines, electric lines and yard lights upon the Lot; and

(ii) to prevent the building of any structure and to disapprove of any construction plans submitted to it as aforesaid if in the sole opinion of the A.R.C.:

- (a) such construction plans are not in accordance with all the provisions of the Declaration or
- (b) the design, exterior or interior size, exterior colors or shape, exterior construction materials or color scheme of the proposed structure is not in harmony with the adjacent residences or the character of the Subdivision and/or would depreciate or adversely affect the value of other residences in the Subdivision or
- (c) the submitted construction plans are incomplete or
- (d) the roof lines, elevations and/or color scheme are too monotonous when considered in

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the context of other existing residences within three (3) lots on the same side of the street of the proposed residence within the Subdivision.

The decisions of the A.R.C. shall be final. None of the members of the A.R.C. or any architect or agent of the A.R.C. shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing or for any structural or other defects in any work done according to such construction plans, except in the instance of adjudged fraud, adjudged intentional and malicious wrongdoing or adjudged gross negligence. The A.R.C. shall not be liable for its good faith acts or omissions in connection with the performance of its duties hereunder. The A.R.C. may require the deposit of a reasonable and nonrefundable plan review fee from the Lot Owner prior to review and approval of the plans and/or specifications, and the Lot Owner is obligated to pay such fee. Last, should the A.R.C. determine that a requirement or requirements in the Declaration over which the A.R.C. has jurisdiction poses a hardship to a Lot Owner, the A.R.C. has the right but not the obligation to allow such Lot Owner to deviate from such requirement or requirements, provided the Village agrees to the deviation in writing (Village approval is only necessary if the subject requirement is one that the Village governs by ordinance). A deviation shall be considered approved upon written permission from both the A.R.C. and the Village (if applicable). If the Village (if applicable) does not provide the A.R.C. with a written denial or approval of a requested deviation(s) within thirty calendar days from the date that the A.R.C. effectively delivers the request to the Village (notwithstanding any terms to the contrary stated herein, delivery is deemed effective on the date of the Village's receipt of the request by certified mail (return receipt requested)), the requested deviation(s) shall be deemed approved by the Village. Any such deviation shall constitute a waiver only within the limited scope of said written agreement and shall not in any way constitute a waiver of any such restrictions as to the remaining Property or any other restrictions as such pertain to the respective Lot.

(23) HOMEOWNERS' ASSOCIATION

(A) Creation and Purpose. An Illinois not-for-profit corporation has been formed and named DEER HAVEN ESTATES HOMEOWNERS' ASSOCIATION, the purpose of which is to insure high standards of maintenance and operation of the Common Areas (see Provision 17 (h)).

(B) Membership and Voting. The Association shall have only one class of voting membership. Every Lot Owner shall be a member of the Association, and each Lot Owner shall be entitled to one (1) vote on each matter submitted to a vote of the Membership for each Lot owned by such Lot Owner; provided, that where title to a Lot is in more than one (1) person or where a trustee, corporation, partnership or other legal entity is in title to a Lot, such co-owners, trustee or legal entity shall be considered one (1) Lot Owner for the purpose of voting and shall be entitled to only one (1) vote for each Lot owned by such Lot Owner. In such instance, the one (1) vote for such Lot shall be exercised as the Lot Owners of such Lot designate in writing, which designation shall be provided by one of such Lot Owners to an officer of the Association; such designation shall remain in effect until the same is revoked by the designee or all the Lot Owners of such Lot in writing, and such revocation is provided to one of the officers of the Association. If a written designation is not so provided, no vote for such Lot shall be cast or counted. If a Lot Owner or, in the case of multiple Lot ownership, a designee cannot agree as to how

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his/her/their/its vote is to be exercised, then no vote shall be cast with respect to such Lot. Under no circumstances shall more than one (1) vote per Lot be cast and/or counted.

(C) The Board of Directors and Turnover of Control of the Association. The Board shall govern the Association by exercising the rights of the Association and performing the Association's obligations in accordance with the terms of the Declaration and the Association's Bylaws, as may be amended from time to time. Prior to the Turnover Date, as defined below in this Paragraph (C), the Board shall consist solely of three (3) persons who are designated from time to time by the Developer to act as directors, and such persons may, but need not be Lot Owners. The Developer's right to designate such directors shall terminate on the date of the first to occur of (i) such time as the Developer no longer has legal or equitable interest to, financial or beneficial interest in or holds power of direction over title to any part of the Land, (ii) the effective delivery date of written notice pursuant to Provision (39) of the Declaration by the Developer to all the members of the Association of the Developer's election to terminate such rights or (iii) twenty (20) years from the date that the Declaration was originally recorded. Said date is hereinabove and hereinafter referred to as the "Turnover Date." If the Developer assigns the Developer's control of the Association to another (such assignment shall not be valid unless and until the same is in writing), the date of such assignment is not the Turnover Date. Rather, in such instance, the Turnover Date shall be the date of the first to occur of (i) such time as the assignee no longer has legal or equitable interest to, financial or beneficial interest in or holds power of direction over title to any part of the Land; (ii) the effective delivery date of written notice pursuant to Provision (39) of the Declaration by the assignee to all the members of the Association of assignee's election to terminate such rights, or (iii) twenty (20) years from the date that the Declaration was originally recorded. Notwithstanding any term to the contrary stated herein, any such assignee is prohibited from assigning control of the Association to another without first receiving the written approval of the Developer. Such approval is not necessary in the instance of turning over control of the Association to the Lot Owners.

Prior to the Turnover Date, all of the voting rights of the Voting Members shall be vested exclusively in the Developer or the Developer's assignee, as the case may be, meaning that no Lot Owner, except the Developer or the Developer's assignee, as the case may be, shall have voting rights. From and after the Turnover Date, the Board shall be elected by the Lot Owners of not less than sixty percent (60%) of all the Lots at a meeting called by the Developer or the Developer's assignee, as the case may be, or by any three (3) members of the Association (see Paragraph (B) of this Provision 23 for further explanation about voting). All Voting Members are entitled to notice of meetings held for the purpose of electing directors, which notices shall comply with the applicable notice requirements within the Association's Bylaws. The presence of the then Voting Members of at least sixty percent (60%) of the Lots at such meeting shall constitute a quorum. From and after the Turnover Date, the Board shall consist of at least three (3) persons, but no more than five (5) persons, all of whom must be Lot Owners. From and after the Turnover Date, the voting rights of the Membership shall be vested in all the Lot Owners with "Voting Member" status. The same person may concurrently hold the positions of an A.R.C. member and director or an A.R.C. member and officer but not an officer and director unless the lack of appointees (in the case of an officer) or candidates (in the case of a director) justifies the same.

(D) Powers and Duties of the Association. The powers of the Association shall be vested in its Board. The Board shall have all powers of the Association permitted by the laws of the State of Illinois and not specifically reserved for the Voting Members, the officers of the

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Association or the A.R.C. within the Declaration. The Association shall have the following powers and duties in addition to those provided elsewhere in the Declaration and the Association's Bylaws:

- (i) to appoint officers, hire employees and/or a property manager and to enter into contracts as the Association deems necessary from time to time, subject to the following: any property management agreement shall be terminable by either party for cause upon thirty (30) calendar days' written notice, and the term of any such agreement may not exceed one (1) year, renewable only by written agreement of the parties for successive one (1) year periods; provided, however, any contract that provides for services by the Developer, shall provide for termination upon not less than ninety (90) calendar days' written notice unless otherwise agreed to in writing;
- (ii) to adopt reasonable bylaws, rules and regulations necessary and proper to carry out the Association's powers and duties;
- (iii) to own and hold such real estate as may be reasonably necessary to carry out the purposes of the Association, including but not limited to the Common Areas and to pay any applicable taxes on real estate owned by the Association;
- (iv) to appoint the members of the A.R.C.; provided, however, that the Association's authority to so appoint after the Turnover Date shall not commence until the termination of the Developer or the Developer's assignee's (as the case may be) power and authority over the A.R.C. (see Provision (22) (B) of the Declaration);
- (v) to have maintained the Common Areas and Landscape Easement, including all improvements thereon, in a well-groomed condition and in accordance with the Village's requirements;
- (vi) to enforce any provision, term, restriction and covenant contained in the Declaration;
- (vii) to levy and collect the Association's assessments and lien Lots when necessary to enforce collection of such assessments;
- (viii) to ensure that the operations of the Association comply with local, state and federal rules and regulations; and
- (ix) to have maintained all Subdivision entrance signs.

(E) Director and Officer Liability. Neither the directors nor the officers of the Association shall be personally liable to the Lot Owners or to the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in the capacity of such directors or officers, except in the instance of adjudged fraud, other adjudged intentional and malicious wrongdoing or adjudged gross negligence. The Association shall indemnify and hold harmless the directors and officers and their heirs and legal representatives against all contractual and other liabilities to third parties arising out of the contracts made by or other acts performed on behalf of the Association or arising out of their status as directors or officers. The

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foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to reasonable attorneys' fees) actually and reasonably incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to: (i) any matter as to which a director or officer is adjudged in such action, suit or proceeding to be liable for gross negligence, fraud or malicious and intentional wrongdoing in the performance of his/her duties as such director or officer or (ii) any matter settled, unless in the opinion of independent counsel selected by the Board or in any other manner determined by the Board there were no reasonable grounds for such person being adjudged liable for the wrongdoing in connection with the performance of his/her duties as such director or officer.

(F) Governing Law. Except as otherwise specifically provided in the Declaration, the Association's directors, officers and members of the Association shall be governed by the Illinois General Not- For- Profit Corporation Act.

(G) Grant of Easement to the Village and the Village's Lien Rights. The Declarant hereby grants the Village and the Village's authorized agents, contractors and employees an easement along, in, over, under and on the Common Areas for the sole purposes of accessing the same and maintaining, replacing and repairing the structures, lawn and/or landscape within the Common Areas as well as an easement along, in, over, under and on each and every Lot for the purposes of accessing the same and performing a Lot Owner's obligation or obligations contained in the Declaration. With exception to emergency situations, these easements shall not be used by the Village and/or the Village's authorized agents, contractors or employees unless the Association or a Lot Owner, as applicable, is not performing any or all of his/her/their/its duties pursuant to the Declaration, the Village has provided the noncompliant party with twenty one (21) calendar days from the effective delivery date of notice (see Provision (37) of the Declaration) to address the subject matter of the notice, and the noncompliant party has not performed within said time period. These easements shall run with the Common Areas and the Lots, respectively. Further, the Village shall have the right but not the obligation to lien the Lot of a noncompliant party and to enforce said lien to the fullest extent allowed by law. These rights shall be in addition to the rights and remedies available to all other parties with enforcement rights pursuant to the terms of the Declaration.

(H) Condemnation. In the case of condemnation or a taking by eminent domain of any part of the Common Areas by a competent authority, the Association, if necessary, shall restore the improvements in the remaining portion of the Common Area to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the condemnation or taking. Any proceeds or awards paid to the Association in connection with any such action shall be applied first to the cost of any restoration, with the balance of the proceeds awarded in such action to be paid to the Association, and such proceeds, together with any capital reserves being held for the condemned part of the Common Area, at the sole discretion of the Board, shall either (i) be uniformly applied to pay the assessments levied by the Association, (ii) be distributed to all the Lot Owners (co-owners of a Lot shall be considered one (1) owner) in equal shares on a per Lot basis (not including any Lots that are not yet subject to assessment levy) (see Provision (24)(C) of the Declaration for discussion of when and how a proration calculation should be implemented) or (iii) be used to acquire additional real estate to

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be used and maintained for the mutual benefit of all the Lot Owners. Additional real estate shall not become Common Area, unless and until a written supplement to the Declaration that legally describes the additional real estate and complies with Provision (30) of the Declaration is recorded.

(I) Relinquishment and Reinstatement of the Developer's Control of the Association.

The Developer, at the Developer's sole discretion and at any time prior to the Turnover Date, may relinquish the Developer's control of the Association by a written statement. Such statement shall not be effective until notice of such statement has been effectively delivered to all the Lot Owners in accordance with Provision (37) of the Declaration. Further, if such statement does not specifically reserve the Developer's right to reinstate the Developer's control of the Association, the Developer's control of the Association shall be deemed forever terminated and in such instance, the Turnover Date shall be the effective delivery date of the last notice to be provided by the Developer to the Lot Owners hereunder; however, if such statement contains such reservation, the Developer, at any time prior to the Turnover Date, may reinstate the Developer's control of the Association but such reinstatement shall not be effective until the Developer's statement of reinstatement has been effectively delivered to all the Lot Owners in accordance with Provision (39) of the Declaration. Such reinstatement unless otherwise terminated at an earlier date in writing by the Developer by an effectively delivered notice of the same to all the Lot Owners in accordance with Provision (39) of the Declaration shall automatically terminate by the terms hereof on the Turnover Date.

(24) COVENANT FOR ASSESSMENTS

(A) Creation of Lien and Personal Obligation for Assessments. Each Lot Owner (excluding the Developer, the Authorized Builders or a title holding trustee of the Developer or Authorized Builder) (see Paragraph (F) of this Provision (24) for the exceptions to this exclusion) by acceptance of a deed to a Lot, whether or not it is so expressed in any such deed, hereby covenants and agrees to pay to the Association all Association assessments levied pursuant to the Declaration for each Lot owned by such Lot Owner.

(B) Purposes of Assessment. The assessments levied by the Association shall be used for the general but not limited purposes of maintaining and repairing the Common Areas and landscape easements and the improvements thereon, paying all taxes, insurance, utilities, professional and other services, materials, equipment and other expenses incident to the ownership of the Common Areas and the improvements thereon and for otherwise performing the obligations and exercising the rights of the Association as stated herein and elsewhere.

(C) Assessment Procedure -- Annual Assessments

(i) Each year, on or before thirty (30) calendar days prior to the last day of each year, the Board shall prepare a budget for the Association for the upcoming year, which shall include estimated expenditures and reasonable amounts as a reserve for major repairs to and replacements of the improvements within the Common Areas and landscape easement and for such other contingencies as the Board may deem proper. The budget shall take into account the estimated net available cash income that will be received by the Association. The Board, on or before fifteen (15) calendar days prior to the last day of each year, shall effectively deliver a notice (see Provision (37) of the Declaration) to each Lot Owner of a Lot then subject to

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assessment, of the annual assessment for the upcoming year (based on said budget) with reasonable itemization thereof. No earlier than the twentieth (20th) calendar day of each year and no later than the thirtieth (30th) calendar day of each year, each Lot Owner of a Lot then subject to assessment shall pay to the Association the annual assessment disclosed in such notice. Each year following the initial meeting of the Board, which should occur between the first (1st) and the tenth (10th) calendar day of each year, the Board shall supply to all the Lot Owners an itemized accounting of expenses for the preceding year actually incurred and paid, together with a tabulation of the assessments and other monies collected, showing the net amount of such assessments and monies over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the annual assessment for the current year for the Lots that were subject to assessment during the prior year in the proportion that the annual assessment against each subjected Lot during the prior year bears to the annual assessment against all the subjected Lots during the prior year. Any net shortage as of the due date of the annual assessment for the current year, or sooner if requested by the Board, shall be added to the annual assessment against all Lots subject to assessment during the prior year in the proportion that the annual assessment against each subjected Lot during the prior year bears to the annual assessment against all the subjected Lots during the prior year. Notwithstanding any terms to the contrary stated herein, until a year when all Lots subject to assessment have been subject to assessment for an entire year, the Board shall calculate the additional assessment due as a result of a shortage or the credit due as a result of an overage, whichever applies, by prorating the credit or additional assessment for each such Lot based on the number of days into the year that each such Lot has been subject to assessment. The term "Lots subject to assessment" used throughout the Declaration means all Lots except those Lots, the record titleholders to which are the Authorized Builders, the Developer or a title-holding trustee of the Developer or Authorized Builder (see Paragraph (F) of this Provision (24), for the exceptions to this exception). Notwithstanding any terms to the contrary stated herein, the Developer, prior to the Turnover Date, has no obligation to hold an initial meeting of the Board, and the Developer only upon written request from a Lot Owner is obligated to provide such Lot Owner with a budget and/or accounting of a shortage or overage.

(ii) If the annual assessment proves inadequate for any reason (except instances addressed in Paragraph (H) of this Provision (24)), including nonpayment of any Lot Owner's assessment, the Board, subject to the limitations on the use of capital reserves, may charge the deficiency against existing reserves or may levy a further assessment, which shall be uniformly assessed against all the Lots then subject to assessment. The Board shall serve notice (see Provision (37) of the Declaration) of such further assessment on all Lots Owners of Lots then subject to assessment by a written statement showing the amount due and reasons therefor, and payment of such further assessment shall be due on the date specified within said statement (which date shall not be sooner than ten (10) business days after the effective delivery date of the notice) or in the absence of a specified date, ten (10) business days after the effective delivery date of the notice. Until a year when all Lots subject to assessment have been subject to assessment for an entire year, the Board shall calculate the amount of such additional assessment due per Lot for each Lot then subject to assessment by prorating such additional assessment based on the number of days into the year that each Lot has been subject to assessment for the respective year.

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(iii) When the first Board elected hereunder takes office, the first Board shall prepare a budget for the period commencing thirty (30) calendar days after said election and ending on the last day of the year in which said election occurs.

(iv) The failure or delay of the Board to timely prepare or provide a Lot Owner with notice (see Provision (37) of the Declaration) of the amount of the annual assessment for an upcoming year shall not constitute a waiver or release in any manner of such Lot Owner's obligation to pay the assessments and necessary reserves, as provided herein, whenever the same are determined. In the absence of notice to a Lot Owner of an adjusted annual assessment, such Lot Owner shall continue to pay his/her/their/its annual assessment at the then existing rate until notice of the adjusted annual assessment has been effectively delivered to such Lot Owner (see Provision (37) of the Declaration).

(D) Capital Reserve Account. To the extent the annual budget includes an amount specifically designated as capital reserve, each Lot Owner as to each annual assessment paid by him/her/them/it shall be deemed to have made a nonrefundable capital contribution to the Association in the proportion that the amount of such designated capital reserve bears to the total annual budget. Such portion of each annual assessment paid to the Association shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making major improvements, repairs and/or replacements to the Common Areas and purchasing equipment to assist the Association in performing its obligations hereunder (see also Paragraph (C) (ii) of this Provision (24)).

(E) Initial Capital Contribution. At the time of conveyance of fee simple title to a Lot by the Developer, a title-holding trustee of the Developer or, if applicable, an entity in which the Developer and/or any principal of the Developer has a financial interest, the grantee(s) of such conveyance will be required to make a one time initial capital contribution to the Association in an amount equal to one-half (1/2) the Association's annual assessment then in effect, and such payment shall be held and used by the Association as a working capital reserve. **NOTWITHSTANDING THE TERMS OF THE PRECEDING SENTENCE:**

IF FEE SIMPLE TITLE TO A LOT IS CONVEYED BY THE DEVELOPER OR A TITLE-HOLDING TRUSTEE OF THE DEVELOPER TO AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST OR INTO A TRUST IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A BENEFICIAL INTEREST OR TO AN AUTHORIZED BUILDER, SUCH GRANTEE SHALL NOT BE OBLIGATED TO MAKE SAID CAPITAL CONTRIBUTION TO THE ASSOCIATION UNLESS AND UNTIL A HOME THAT IS OWNED AND OCCUPIED AS A PERSONAL RESIDENCE IS LOCATED ON THE APPLICABLE LOT.

IF A HOME THAT HAS NEVER BEEN OWNED AND OCCUPIED AS A PERSONAL RESIDENCE IS LOCATED ON A LOT, SAID CAPITAL CONTRIBUTION IS NOT DUE IN CONNECTION WITH SUCH LOT AND/OR HOME UNTIL FEE SIMPLE TITLE TO SUCH LOT IS CONVEYED TO A PARTY OTHER THAN AN AUTHORIZED BUILDER, THE DEVELOPER, A TITLE-HOLDING TRUSTEE OF THE DEVELOPER OR AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST..

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IF FEE SIMPLE TITLE TO A LOT ON WHICH A HOME IS LOCATED IS VESTED IN THE DEVELOPER, A TITLE-HOLDING TRUSTEE OF THE DEVELOPER, AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST OR A TRUST IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A BENEFICIAL INTEREST,, AND SUCH HOME IS LEASED TO A THIRD PARTY FOR CONSIDERATION, SAID CAPITAL CONTRIBUTION IS NOT DUE UNTIL FEE SIMPLE TITLE TO SUCH LOT IS CONVEYED; HOWEVER, IF THE GRANTEE OF SUCH CONVEYANCE IS AN AUTHORIZED BUILDER, A TITLE-HOLDING TRUSTEE OF THE DEVELOPER, THE DEVELOPER AND/OR AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST, SAID CAPITAL CONTRIBUTION IS NOT DUE IN CONNECTION WITH SUCH CONVEYANCE UNTIL SUCH HOME IS OWNED AND OCCUPIED AS A PERSONAL RESIDENCE.

(F) Uniform Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots and shall be levied against all Lots EXCEPT LOTS, THE FEE SIMPLE TITLE TO WHICH ARE VESTED IN AN AUTHORIZED BUILDER, THE DEVELOPER, A TITLE-HOLDING TRUSTEE OF THE DEVELOPER, AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST OR A TRUST IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A BENEFICIAL INTEREST; HOWEVER, IF FEE SIMPLE TITLE TO A HOME ON A LOT IS VESTED IN THE DEVELOPER, A TITLE-HOLDING TRUSTEE OF THE DEVELOPER, AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST OR A TRUST IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A BENEFICIAL INTEREST, AND SUCH HOME IS LEASED TO A THIRD PARTY FOR CONSIDERATION, THE ASSOCIATION'S ANNUAL ASSESSMENT SHALL ACCRUE AS TO SUCH LOT ON THE COMMENCEMENT DATE OF THE LEASE AND THE TENANT SHALL BE LIABLE TO PAY ANY SPECIAL ASSESSMENT LEVIED DURING THE TERM OF THE LEASE AS LONG AS THE LEASE DISCLOSED THE SPECIAL ASSESSMENT; THE ANNUAL AND SPECIAL ASSESSMENTS SHALL CEASE AS TO SUCH LOT WHEN THE HOME IS AGAIN UNOCCUPIED, IF APPLICABLE, IF AND ONLY IF FEE SIMPLE TITLE TO SUCH LOT AT SUCH TIME IS VESTED IN THE DEVELOPER, A TITLE-HOLDING TRUSTEE OF THE DEVELOPER, AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST OR A TRUST IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A BENEFICIAL INTEREST, NOTWITHSTANDING THE FOREGOING, IF A HOME IS LOCATED ON A LOT AND OWNED AND OCCUPIED AS A PERSONAL RESIDENCE, THE LOT IS SUBJECT TO ANNUAL ASSESSMENT AND ANY SPEICAL ASSESSMENT LEVY NO MATTER WHO HOLDS TITLE TO THE LOT.

(G) Expenditures Limited to Assessment of Current Fiscal Year. The Association shall use its best efforts not to expend more money within any one year than the total amount of the assessment plus reserves (when use of such reserves is appropriate) for that particular year. The Association shall not enter into any contract that binds the assessment of any future fiscal year of the Association.

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(H) Special Assessment. The Board may levy a special assessment (i) to build up reserves to pay expenses incurred or to be incurred by the Association from time to time in connection with and for the specific purpose of making major repairs, replacements, alterations, additions and/or improvements that the Association is obligated to make pursuant to the terms of the Declaration; and/or (ii) to cover unanticipated deficit under the current or prior year's budget (except when such deficit arises due to nonpayment of a Lot Owner's assessment or the need for minor repairs, replacements, alterations, additions and/or improvements to the Common Areas or any part thereof or the rising costs of the Association's insurance premium or the need for more insurance coverage for the Association, in which cases the Board, at its sole discretion, may increase the annual assessment). Any special assessment shall be uniformly levied against all Lots then subject to assessment. No special assessment shall be effective without the affirmative vote of at least sixty percent (60%) of the Voting Members (see Paragraph (B) of Provision (23) of the Declaration for terms that govern voting and see also the first sentence of the last paragraph of Paragraph (C) of Provision (23) of the Declaration for discussion of the Developer's voting rights prior to the Turnover Date) at a meeting, the notice for which shall adhere to the applicable notice requirements contained within the Association's Bylaws. Special assessments shall be payable in such manner and on such terms as shall be fixed by the Board, provided that the due date for the same shall not be sooner than ten (10) business days from the effective delivery date of the notice by the Board to the Lot Owners of the special assessment (see Provision (37) of the Declaration). Any assessments collected pursuant to this Paragraph (H) other than those assessments collected to cover an unanticipated deficit under the current or prior fiscal year's budget, which shall be immediately used to pay off such debt, shall be segregated in the Association's capital reserve account and used only for the specific purpose set forth in said notice of assessment.

(I) Notice and Quorum. The Association's Bylaws contain the governing provisions in regard to the notices to be provided to Lot Owners in connection with a meeting called for the purpose of voting on special assessments as well as the governing terms in regard to a quorum in conjunction with such meetings.

(J) Reimbursement to the Developer for Payment of the Association's Expenses. Notwithstanding any terms to the contrary stated herein, the annual assessment for each Lot that is subject to assessment hereunder shall be established by the Developer until the Turnover Date. Notwithstanding any terms to the contrary stated herein, the Developer shall pay the Association the amount, if any, by which actual operating expenses incurred during the first year of the assessment levy and up to the Turnover Date exceed the aggregate of the assessments received from Lot Owners (EXCLUDING AN AUTHORIZED BUILDER, THE DEVELOPER, A TITLE-HOLDING TRUSTEE OF THE DEVELOPER, AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST OR A TRUST IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A BENEFICIAL INTEREST,) (see Paragraph (F) of this Provision (24) for exceptions to this exclusion) as well as actual operating expenses of the Association prior to the commencement of the Association's levy of the annual assessment, and the Developer shall be reimbursed by the Association for said actual operating expenses. Actual operating expenses means those expenses actually incurred which are reasonably necessary to the normal maintenance and operation of the Common Areas. Said reimbursement shall occur

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even if some or all of said reimbursable expenses were incurred and paid by the Developer prior to the time that title to all or part of the Common Areas was conveyed to the Association.

(K) Collection of Assessments. Any annual assessment or any part thereof that is not paid when due shall be considered delinquent. Annual assessments are due no sooner than the twentieth (20th) calendar day of each year and no later than the thirtieth (30th) calendar day of each year; however, in the case of a Lot that is conveyed by AN AUTHORIZED BUILDER, THE DEVELOPER, A TITLE-HOLDING TRUSTEE OF THE DEVELOPER, AN ENTITY IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A FINANCIAL INTEREST OR A TRUST IN WHICH THE DEVELOPER AND/OR ANY PRINCIPAL OF THE DEVELOPER HAS A BENEFICIAL INTEREST when such a grantor is not obligated to pay the annual assessment for such Lot, the subject grantee's pro rata share of the then current annual assessment is due ten (10) calendar days from the date of such conveyance. If an annual assessment is not paid on or before its due date, the Association may commence to bear interest on the due date at the rate of eighteen (18%) percent per annum. In the event that the interest rate stated herein exceeds the interest rate allowed by law, the interest rate allowed by law shall apply. The Association may bring an action against the Lot Owner personally obligated to pay the assessment and recover accrued interest, costs and reasonable attorneys' fees incurred in connection with any such action, all of which shall be added to the amount of such assessment and included in any judgment rendered in any such action. Further, the Board, at its sole discretion, may record certificates of nonpayment of assessments in the office of the Recorder of Deeds of Will County, Illinois whenever any such assessments are delinquent, and the Association shall be entitled to collect the costs of such recording as well as any reasonable attorneys' fees incurred in connection with such action from the Lot Owner or the Lot Owners of the Lots described therein. All costs discussed in this Paragraph (K) are hereby declared to be a lien upon the applicable Lot(s) and shall be collectible in the same manner as the annual assessments provided for herein and in addition to the principal due and interest thereon.

(L) No Waiver of Liability. A Lot Owner may not waive or escape liability for assessments provided for herein by any act or omission, including, without limitation, abandonment of his/her/their/its residence in the Subdivision.

(25) INSURANCE

The Association shall obtain and maintain the following insurance policies:

(A) Casualty Insurance: Common Areas. A policy of insurance with a reputable, A-rated insurance carrier, insuring the damage or destruction of the Common Areas and any of the improvements thereon and any other tangible asset of the Association, including coverage against damage or destruction by the perils of fire, lightning and those perils contained in an all risk form, and such other perils as the Board from time-to-time may determine should be included in such coverage in an amount equal to one hundred percent (100%) of the insurable replacement cost thereof without deduction for depreciation and with an agreed amount provision. Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association. The proceeds of such insurance shall be made available, as the Board

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reasonably determines, for the repair, reconstruction and restoration of the Common Areas, the improvements thereon and other tangible assets of the Association. To the extent feasible, such policy of insurance shall: (i) provide that the insurance shall not be invalidated due to the act or omission of the Declarant, the Developer, the Association, the Association's Board, directors and/or officers, any Lot Owner or any agent, employee, guest or invitee of any of them, (ii) contain a statement that such policy shall not be cancelled without at least thirty (30) calendar days prior written notice to the Association and any and all mortgagees of record to the Common Areas or any part thereof, (iii) contain a standard mortgagee clause for any and all mortgagees of record of the Common Areas or any part thereof and (iv) provide any and all mortgagees of record of the Common Areas or any part thereof with the right but not the obligation to pay overdue insurance premiums and to obtain new coverage in the event that the required insurance policy lapses.

(B) Liability Insurance: The Association. A policy of comprehensive general liability insurance with a reputable, A-rated insurance carrier, insuring the Association, the Association's Board, directors and officers, the Lot Owners and the respective agents and employees of any of them against claims for personal injury, death, property damage and property loss arising out of any occurrence in connection with the ownership, occupancy, use, supervision, operation, repair, maintenance or restoration of the Common Areas. Such policy shall be in the amount of One Million Dollars and No Cents (\$1,000,000.00) or more for bodily injury, death, property loss and property damage arising out of a single occurrence. To the extent feasible, such policy of insurance shall: (i) provide that the insurance shall not be invalidated due to the act or omission of the Declarant, the Developer, the Association, the Association's Board, directors or officers, any Lot Owner or any agent, employee, guest or invitee of any of them, (ii) contain an statement that such policy shall not be cancelled without at least thirty (30) calendar days prior written notice to the Association and any and all mortgagees of record to the Common Areas or any part thereof, (iii) contain a standard mortgagee clause for any and all mortgagees of record of the Common Areas or any part thereof and (iv) provide any and all mortgagees of record of the Common Areas or any part thereof with the right but not the obligation to pay overdue insurance premiums and to obtain new coverage in the event that the required insurance policy lapses.

(C) Workmen's Compensation and Employers' Liability Insurance (if applicable), Fidelity Insurance or Fidelity Bonds and Miscellaneous Insurance Needs. Policies of insurance with a reputable, A-rated insurance carrier, providing the following coverages:

(i) **Workmen's Compensation and Employers' Liability Insurance** (if applicable) in such form and in such amounts as may be necessary to comply with applicable laws,

(ii) **Fidelity Insurance or Fidelity Bonds** in reasonable amounts pursuant to the Board's judgment or as otherwise required by law for all officers, directors and employees having fiscal responsibilities and naming the Association as obligee. This insurance coverage shall be obtained immediately after the Turnover Date,

(iii) **Director and Officer Liability Insurance** in reasonable amounts pursuant to the Board's judgment or as otherwise required by law for all directors and officers of the Association. Such coverage must extend to all contracts and other actions taken by the directors and officers of the Association in their official capacity, but

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this coverage must exclude actions for which the directors and officers are not entitled to indemnification under the General Not-For-Profit Corporation Act of 1986, as may be amended from time to time, and the Declaration and

(iv) **such other insurance** in such limits and for such purposes as the Board from time-to-time deems reasonable and appropriate.

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

(E) Insurance Premium Expense. The expense of insurance premiums paid by the Association under this Provision (25) shall be an expense of the Association which shall be applied to the assessments collected by the Association from the Lot Owners. Should the cost of each year's insurance premiums exceed the collected assessment funds on deposit with the Association to cover such premium payments, then notice (see Provision (37) of the Declaration) shall be given to each Lot Owner and any shortage shall be uniformly assessed against each Lot then subject to assessment, payable pursuant to and as outlined hereinabove in Paragraph (C) (ii) of Provision (24) of the Declaration (see also the last sentence of Provision (24) (C) (ii) for explanation as to when and how a proration of such an adjusted assessment shall be calculated).

(F) Contractor's and Vendor's Insurance. Contractors and their subcontractors as well vendors (except public utilities) doing business with the Association under contracts exceeding \$5,000.00 per year shall provide the Association with certificates of insurance that name the Association, the Board and the property management company, if any, as additional insureds.

All repair, restoration and/or rebuilding work performed to the Common Areas or any part thereof shall be carried out under the instruction, supervision and direction of the Board to assure the expeditious and correct completion of such remedial work, and all Lot Owners shall fully cooperate with and abide by such direction and instruction.

(26) PUBLIC UTILITY AND DRAINAGE EASEMENTS

The Recorded Plat of Subdivision establishes certain easements within the Subdivision for purposes of drainage and public utilities for the mutual benefit of all the Lot Owners. With respect to all such easements, each Lot Owner shall be responsible for compliance with the following covenants and restrictions to the extent such easement is located upon the Lot Owner's Lot: (a) a Lot Owner shall not in any way alter or modify or permit to be altered or modified the elevations within any such easement, (b) a Lot Owner shall not construct or place or permit to be

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constructed or placed any permanent structures, accessory buildings, fencing (except in accordance with Provision (12) of the Declaration), fill, landscape, waste materials or trash on and/or within any such easement and (c) a Lot Owner shall not otherwise take any action or permit any action to be taken which would adversely affect the elevation or flow of water within any designated stormwater management areas or drainage easement areas or disrupt underground public utility devices. Each Lot Owner shall have the responsibility and liability to maintain that portion of any and all such easement areas located on Lot Owner's respective Lot in good order and condition. Last, recreational use of any kind in, around or on Common Areas is strictly prohibited.

(27) FINAL LOT GRADING

Each Lot Owner shall be responsible for finishing the lot grading on his/her/their/its own Lot. All grading shall be in accordance with the grading plan for the Subdivision that has been approved by the Village. The Lot Owners shall not in any way alter or modify or permit to be altered or modified any grade or elevation within the Subdivision that has been established by the Subdivision plans approved by the Village without the prior written consent of the Developer and the Village.

(28) DEVIATIONS BY AGREEMENT WITH THE DEVELOPER

Notwithstanding any term to the contrary stated herein, as long as the Developer has a financial or beneficial interest in, holds the power of direction over or has legal or equitable title to any portion of the Land (after such time, the elected Board shall have the right of the Developer defined in this Provision (28), which right shall be exercised by a written instrument approving the deviation signed by a majority of the Board), the Developer, at the Developer's sole discretion, shall have the right but not the obligation to enter into written agreements with a Lot Owner or Lot Owners (without the consent of any other Lot Owners) to deviate from any of the restrictions set forth herein, provided, in the Developer's judgment, practical difficulties or particular hardships are evidenced by the respective Lot Owner(s), and provided, if the subject matter of the same is within the jurisdiction of the A.R.C., the A.R.C. gives written approval of such deviation. Said written agreements must be approved by the Village to be effective, which approval shall not be unreasonably withheld. If the Village does not provide the Developer with a written denial or written approval of a requested deviation within thirty calendar days from the date the Developer effectively delivers the request to the Village (notwithstanding any terms to the contrary stated herein, delivery is deemed effective on the date of the Village's receipt of the request by certified mail (return receipt requested)), the requested deviation(s) shall be deemed approved by the Village. Any such deviation shall constitute a waiver only within the limited scope of said written agreement and shall not in any way constitute a waiver of any such restrictions as to the remaining Land or any other restrictions as such pertain to the respective residence/Lot. Whether the Developer determines that the Lot Owner has or has not met Lot Owner's evidentiary burden and accordingly approves or declines Lot Owner's request to deviate, the Developer under no circumstances shall be liable to anyone for making such determination.

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(29) ENFORCEMENT

The covenants, restrictions and equitable servitudes contained and created herein are appurtenant to and run with the Land and shall operate for the benefit of the Developer and all the Lot Owners and may be enforced by the Developer, the Lot Owner(s) and/or the Village. A violation of the covenants, restrictions and/or equitable servitudes contained herein shall warrant the Developer, any Lot Owner(s) and/or the Village to apply to any court of law or equity having jurisdiction for an injunction to prevent such violation or for damages or other proper relief, and the non-prevailing party shall be liable for all court costs, reasonable attorneys' fees and other expenses of such legal action incurred by the prevailing party as well as interest thereon at a rate of eighteen percent (18%) per annum. In the event that the interest rate stated herein exceeds the interest rate allowed by law, the interest rate allowed by law shall apply. No delay or omission on the part of the Developer, the Lot Owner(s) and/or the Village in exercising any right, power or remedy provided for in this Provision (29) shall be construed as a waiver or acquiescence thereof. No right of action shall accrue nor shall any legal action be brought or maintained by or on account of the failure or neglect of the Developer, the Lot Owner(s) and/or the Village to exercise any right, power or remedy provided for in this Provision (29) or on account of the enforcement of any of the covenants, restrictions and/or equitable servitudes contained herein by the Developer, the Lot Owner(s) and/or the Village. Further, no right of action shall accrue nor shall any legal action be brought or maintained by or on account of the enforcement of any of the covenants, restrictions and/or equitable servitudes contained herein due to the failure or neglect of the Developer, the Lot Owner(s) and/or the Village to exercise their enforcement rights expressed herein. In the event any such legal action is brought against the Developer, the Lot Owner(s) and/or the Village, the non-prevailing party shall be liable for all court costs, reasonable attorneys' fees and other expenses of said action incurred by the prevailing party as well as interest thereon at a rate of eighteen percent (18%) per annum. In the event that the interest rate stated herein exceeds the interest rate allowed by law, the interest rate allowed by law shall apply. If a Lot Owner is the non-prevailing party, the costs of such legal action, as expressed above, shall be added to and shall be deemed a part of the assessment of such Lot Owner and shall be collectible in the same manners described in Paragraph (K) of Provision (24) of the Declaration.

(30) SUPPLEMENTATION, AMENDMENT AND REVOCATION

The covenants, restrictions and equitable servitudes contained herein shall continue as is (see Provision (38) of the Declaration) unless and until they are supplemented, amended or revoked pursuant to the procedure for supplementation, amendment and revocation expressed in this Provision (30). At any time and from time to time while these covenants, restrictions and equitable servitudes are in effect, they may be supplemented, amended or revoked by the recording in the office of the Recorder of Cook County, Illinois of an instrument which sets forth such supplementation, amendment or revocation. The supplementation, amendment or revocation shall be effective from and after the date of its recording and must be signed by not less than sixty percent (60%) of the Voting Members at the time of the supplementation, amendment or revocation; provided, however, notwithstanding any term to the contrary stated herein, prior to the Turnover Date, as defined in Provision (23) of the Declaration, a supplementation, amendment or revocation shall not be valid without the written consent of the Developer, and no Lot Owner, except the Developer, shall have the right to supplement, amend or revoke the Declaration. A certificate signed and acknowledged by the Recorder of Will County, Illinois or by an abstractor

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or title company doing business in Will County, Illinois that any such instrument of supplementation, amendment or revocation has been signed by at least sixty percent (60%) of the Voting Members shall be deemed prima facie evidence that such instrument has been signed by the required number of Voting Members.

In the instance of an amendment and/or supplementation to and/or revocation of the Declaration, the Board shall adopt a resolution, setting forth the proposed amendment, revocation or supplementation and directing that such amendment, revocation or supplementation be submitted to a vote at a special meeting or an annual meeting of the Membership. Notice of such meeting shall be effectively delivered to all the Lot Owners no less than fifteen (15) calendar days and no more than sixty (60) calendar days prior to such special meeting or annual meeting, whichever is applicable, shall specify the amendment, revocation or supplementation to be voted on and shall comply with the terms of Provision (37) of the Declaration. If and when such vote is carried, all Voting Members who voted in favor of the amendment, revocation or supplementation shall sign the instrument mentioned in the previous paragraph. Written notice, delivered in accordance with Provision (37) of the Declaration, of such amendment, revocation and/or supplementation shall be given to all the Lot Owners.

Notwithstanding any terms to the contrary stated herein, the Voting Members are prohibited from using their above-described voting rights to amend, revoke and/or supplement the Declaration in any way that would shift any rights, obligations and/or discretions hereunder of the Board to any other party, including but not limited to the Membership and/or Voting Members. Further, notwithstanding any terms to the contrary stated herein, the terms of Provision (31) of the Declaration shall govern amendments to the Declaration that are due to special circumstances and errors and omissions.

Any and all supplementations and/or amendments to and/or revocation of the Declaration must be approved by the Village in writing to be valid, which approval shall not be unreasonably withheld; provided, however, that the Village's approval shall not be necessary to supplement, amend or revoke provisions that relate to membership in the Association and/or the A.R.C. or the internal operations of the Association and/or the A.R.C. If the Village does not provide the Board with a written denial or written approval of the requested supplementation, amendment or revocation, whichever applies, within thirty (30) calendar days from the date that the Board delivers the request to the Village (notwithstanding any term to the contrary stated herein, delivery is deemed effective on the date of the Village's receipt of the request by certified mail (return receipt requested), the requested supplementation, amendment or revocation, whichever applies, shall be deemed approved by the Village.

(31) SPECIAL AMENDMENT AND ERRORS AND/OR OMISSIONS

Notwithstanding any term to the contrary stated herein, the Declarant hereby reserves for and grants to the Developer the right and power to record, at the Developer's sole discretion and without the Village's approval, a special amendment to the Declaration at any time and from time to time: (a) to comply with requirements of residential loan programs that are government-funded, (b) to correct clerical or typographical errors within the Declaration and/or (c) to bring the Declaration into compliance with applicable laws, ordinances and/or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved for and granted

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to the Developer by the Declarant to make and/or consent to a special amendment on behalf of each Lot Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed a grant, acknowledgement and consent to the reservations and grants of said powers and rights for and to the Developer to make, sign and record special amendments. The Developer's right and power to make special amendments hereunder shall terminate on the date that the Developer no longer holds power of direction over, has a beneficial or financial interest in or holds legal or equitable title to any portion of the Land. After such date, the elected Board (the majority of the Board shall be necessary to effectuate such special amendments) shall be vested with such right and power to the same extent as the Developer pursuant to the terms of this Provision (31).

(32) MORTGAGEE'S RIGHTS

A Lot Owner's mortgagee may provide a written request to the Association to produce a copy of any of the following documents:

- (a) budgets, notices of assessment or any other notices or statements provided under the Declaration by the Association to the Lot Owner,
- (b) any audited or unaudited financial statements of the Association that are prepared for the Association and distributed to the Lot Owners,
- (c) notices of meetings of the Membership,
- (d) notice of a decision to release any part of or all the Land from the provisions of the Declaration,
- (e) notice of any material amendment to the Declaration and/or the Association's Articles of Incorporation,
- (f) notice of the decision of the Association to terminate professional management and assume self-management,
- (g) notice of the commencement of any condemnation or eminent domain proceedings with respect to the Common Areas or any part thereof and/or
- (h) notice of any default under the Declaration by the Lot Owner that is subject to the mortgagee's mortgage which default is not cured within the period to cure specified in the Declaration, if any, or otherwise granted in writing to the defaulting party by the Association, if applicable.

In addition, a Lot Owner's mortgagee has the right to examine the books and records of the Association at reasonable times. Further, the request of a Lot Owner's mortgagee shall specify which of the above documents it desires to receive and shall indicate the address to which any such documents shall be sent. Failure of the Association to provide any of the foregoing documents to a mortgagee that has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing.

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(33) PARTIAL INVALIDITY

If any provision, paragraph and/or subparagraph of the Declaration is deemed illegal or unenforceable, such provision, paragraph and/or subparagraph as a whole shall be deemed excised from the Declaration unless the provision, paragraph and/or subparagraph is illegal or unenforceable as applied in one (1) instance or instances but not as applied to others, then, in such case, the Declaration shall be amended by the appropriate qualifying language. In either case, all other provisions, paragraphs and subparagraphs shall remain unaffected and in full force and effect to the extent permitted by law.

(34) EXCLUSION FROM APPLICATION

The terms of the Declaration shall not apply to areas in the Subdivision which are now or hereafter conveyed and/or dedicated to or condemned by a municipality, park district and/or county, state and/ or federal government for roadway and/or other public purposes.

(35) LIBERAL CONSTRUCTION

The terms of the Declaration shall be literally construed to effectuate its purpose of creating a residential community of high quality and character.

(36) GOVERNING INSTRUMENT

Some of the provisions of the Declaration may contain statutory provisions from the Illinois Condominium Property Act and the Illinois General Not-For-Profit Corporation Act of 1986. Other applicable provisions of these Acts and other governing law, if any, may not be included in the Declaration but are nonetheless in full force and effect. Further, in connection with those provisions of the Declaration that may contain such statutory language, such provisions shall be deemed by the terms hereof automatically amended and/or repealed in concert with any and all future amendments or repeals of applicable provisions of said Acts.

(37) NOTICES

Any notice required or desired to be given hereunder to any Lot Owner (other than to the Declarant and/or to the Developer), the manner of which is not otherwise expressed elsewhere in the Declaration, shall be personally delivered or mailed by regular mail with postage pre-paid. Such notices shall be personally delivered or mailed to the address that the applicable Lot Owner furnishes to the Association for the purpose of service of notice or if no such address has been furnished, then said notice shall be sent to the address of the residence in the Subdivision that is owned by such Lot Owner. In the case of personal delivery, the notice shall be deemed effectively delivered on the date of delivery to the Lot Owner, Lot Owner's agent or, if delivered to the appropriate residence, to anyone residing thereat that is fourteen (14) years of age or older. In the

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case of regular mail, the notice shall be deemed effectively delivered five (5) calendar days after the notice is deposited in the United States mail or with a United States post office.

Any notice required or desired to be given under the provisions of the Declaration to the Village, the Declarant, the Developer, the A.R.C., the Association or the Board, the manner of which is not otherwise expressed elsewhere in the Declaration, shall be personally delivered or mailed by regular mail with postage pre-paid as follows:

(A) If to the A.R.C. (prior to the Developer's termination of authority over the A.R.C.), the Association or the Board (prior to the Turnover Date):

DHE Development, Inc.
9485 Bormet Drive
Mokena, IL 60448

If the Developer has assigned power and authority in connection with the A.R.C. and/or the Association, notices to the A.R.C. and/or the Association, as applicable, must be sent to such assignee.

(B) If to the Association (after the Turnover Date):

Deer Haven Estates Homeowners' Association
Address of the President of the Association

(C) If to the Board (after the Turnover Date):

Deer Haven Estates Homeowners' Association
Board of Directors
Address of any one of the Board members

(D) If to the A.R.C. (after termination of the Developer's authority over the A.R.C.):

Deer Haven Estates A.R.C.
One of the A.R.C. member's home address

(E) If to the Village:

Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

(F) If to the Declarant or to the Developer:

DHE Development, Inc.
9485 Bormet Drive
Mokena, IL 60448

In the case of personal delivery, the notice shall be deemed effectively delivered on the date of delivery to the recipient's duly authorized agent. In the case of regular mail, the notice shall be deemed effectively delivered five (5) calendar days after the notice is deposited in the United States mail or with a United States post office. Last, the sender of a notice must confirm the latest

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known address of the Developer before sending any notices pursuant to Paragraphs (A), if applicable, and (F) of this Provision (37).

(38) BINDING EFFECT

The Declaration shall be in effect for a term of thirty (30) years from the date the Declaration is originally recorded, after which time the Declaration shall be automatically extended for successive periods of ten (10) years unless this Provision (38) is amended pursuant to the requirements to amend that are described in Provision (30) of the Declaration.

(39) SUCCESSORS OF THE DECLARANT OR THE DEVELOPER

No party who exercises rights as the Declarant or the Developer hereunder shall have or incur liability for the acts of any successors of the Declarant and/or the Developer who/that subsequently exercise such rights.

(40) INTENTIONALLY OMITTED

(41) MISCELLANEOUS

(A) Lot Owners are hereby obligated to provide the Association with the name(s) of all persons to whom such Lot Owner sells or leases his/her/their/its Lot or residence thereon at the time of such sale or lease.

(B) Intentionally Omitted

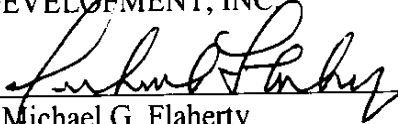
(C) All easements that are delineated on the Recorded Plat of Subdivision are for roadway purposes and are reserved for and granted to the Village of Orland Park and to its successors and assigns.

(D) If a restriction contained in the Declaration is less restrictive than the Village's ordinance regarding the same matter, the Village's ordinance shall govern. If the Village at the time that the Declaration is originally recorded does not have an ordinance that speaks to a restriction within the Declaration, the Declaration's restriction shall govern, subject to any future Village ordinance being passed in regard to such matter that is more restrictive than the Declaration's restriction.


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DECLARANT:

DHE DEVELOPMENT, INC

BY: 
Michael G. Flaherty

(not individually but as its President)

BY: 
John F. Flaherty

(not individually but as its Secretary / Treasurer)

DATED: December 13, 2011.

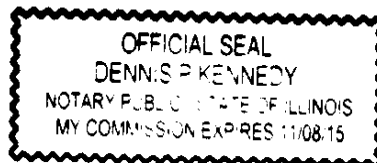
STATE OF ILLINOIS }
 } SS.
COUNTY OF WILL }

I, DENNIS P. KENNEDY, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael G. Flaherty, as President of DHE Development, Inc, an Illinois corporation, and John P. Flaherty, as Secretary / Treasurer of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said LLC for the uses and purposes set forth therein.

Given under my hand and notarial seal this 13 day of DECEMBER, 2011.



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF THE LAND WITH LOT NUMBERS, P.I.N.S AND ADDRESSES

(INCORPORATED BY REFERENCE AND MADE A PART OF THE DECLARATION OF COVENANTS, RESTRICTIONS AND EQUITABLE SERVITUDES OF DEER HAVEN ESTATES DATED _____, 2011)

LEGAL DESCRIPTIONS:

LOTS 1 THRU 23 INCLUSIVE, OUTLOT A AND OUTLOT B IN DEER HAVEN ESTATES, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 2, 2007 AS DOCUMENT NUMBER 0727515163 IN COOK COUNTY, ILLINOIS.

ADDRESSES:

<u>Lot</u>	<u>P.I.N</u>	<u>Address</u>
01	27-08-110-009-0000	14333 Deer Haven Lane
02	27-08-110-010-0000	14341 Deer Haven Lane
03	27-08-110-011-0000	14349 Deer Haven Lane
03	27-08-110-012-0000	14401 Deer Haven Lane
05	27-08-110-013-0000	14409 Deer Haven Lane
06	27-08-110-014-0000	14417 Deer Haven Lane
07	27-08-110-015-0000	14425 Deer Haven Lane
08	27-09-109-011-0000	11021 Buck Horn Lane
09	27-08-109-012-0000	11031 Buck Horn Lane
10	27-08-109-013-0000	14420 Fawn View Circle
11	27-08-109-014-0000	14412 Fawn View Circle
12	27-08-109-015-0000	14404 Fawn View Circle
13	27-08-109-016-0000	14350 Fawn View Circle
14	27-08-109-017-0000	14342 Fawn View Circle
15	27-08-109-018-0000	14334 Fawn View Circle
16	27-08-109-019-0000	11038 Fawn View Circle
17	27-08-109-020-0000	11030 Fawn View Circle
18	27-08-109-021-0000	11022 Fawn View Circle
19	27-08-111-001-0000	11019 Fawn View Circle
20	27-08-111-002-0000	11027 Fawn View Circle
21	27-08-111-003-0000	14351 Fawn View Circle
22	27-08-111-005-0000	11022 Buck Horn Lane
23	27-08-111-004-0000	11030 Buck Horn Lane

Note: All addresses listed within this Exhibit A are located in Orland Park, IL 60467.

Outlot A and Outlot B are Stormwater Management Detention Areas – north of 143rd Street, Orland Park, IL 60467 (27-08-109-022 and 27-08-110-016)