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Karen A. Yarbrough
Cook County Recorder of Deeds
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**THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EQUITABLE SERVITUDES
OF
DEER HAVEN ESTATES PHASE II**

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

James E. Olguin
Goldstine, Skrodzki, Russian, Nemecek and Hoff, Ltd.
835 McClintock Drive, Second Floor
Burr Ridge, IL 60527

Developer's Address:

DHE II, LLC
9485 Bormet Drive
Mokena, IL 60448

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THIS DECLARATION is made by DHE II, LLC 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 Detention Areas or any part thereof by the acceptance of a deed conveying the Detention 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 Detention Areas 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 June 19, 2014, as Document No. 1417022104 in Cook County, Illinois.
- 1.02 **A.R.C.** – Architectural Review Committee for Deer Haven Estates Phase II.
- 1.03 **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.
- 1.04 **Detention Areas** – Outlot C and Outlot D in Deer Haven Estates.
- 1.05 **Declarant** – DHE II, LLC, an Illinois limited liability company.
- 1.06 **Declaration** – this instrument, its exhibits and any and all future amendments and supplementations thereto.
- 1.07 **Developer** – DHE II, LLC, an Illinois limited liability company, its successors and/or assignees.
- 1.08 **Development** – the single-family residential project.
- 1.09 **Land** – the property legally described on Exhibit “A” attached hereto and made a part hereof.
- 1.10 **Lot** – a plot of land as delineated on the Recorded Plat of Subdivision (as defined in Provision 1.13 of the Declaration), except the Detention Areas.
- 1.11 **Lot Owner** – an owner of record, whether one or more persons or an entity, of fee simple

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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.

- 1.12 **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.
- 1.13 **Recorded Plat of Subdivision** – Plat of Subdivision of Deer Haven Estates Phase II recorded on April 23, 2015 as Document No. 1511316040 in Cook County, Illinois and any and all certificates of correction thereto.
- 1.14 **Subdivision** – Deer Haven Estates Phase II, as delineated on the Recorded Plat of Subdivision.
- 1.15 **Village** – the Village of Orland Park, an Illinois municipal corporation, its successors and/or assignees.

(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.

(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

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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 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.

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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 Detention Areas to the Developer, Developer's agents and Authorized Builders to place and maintain on the Detention Areas, without charge, advertising signs, banners and lighting in connection therewith and other promotional facilities at such locations on the Detention Areas and in such forms as determined by the Developer. This easement shall run with the Detention 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 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,

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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 pick up.

(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.

(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.

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(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.

(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.

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(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 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

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- 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.
 - (h) Developer shall establish the lawn and landscape within the Detention Areas Detention Areas, Outlot C and Outlot D, as shown on the Recorded Plat of Subdivision. No fences shall be installed within said Detention 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 Detention 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 A.R.C. shall maintain said improvements within the Detention Areas and shall have the right to enter upon the Detention 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.

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(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.

(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.

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(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). For the purposes of this Section 22, the date of transfer of control of A.R.C. shall be deemed the "Turnover Date".

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 Lot Owners prior to the Turnover Date; however, the A.R.C. shall be deemed dormant for the entire time that it is controlled by the Developer and until the Turnover Date.

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 Developer will appoint three (3) Lot Owners who will serve for three (3) months and from there on the members of the A.R.C. shall be appointed by a majority of the Lot Owners; 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:

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(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;

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

(iii) to have maintained the Detention Areas, including all improvements thereon, in a well-groomed condition and in accordance with the Village's requirements until such time as the Detention Areas are turned over to the Village.

(D) A.R.C.'s Right to Reimbursement. Notwithstanding any terms to the contrary stated herein, the Lot Owners shall pay the A.R.C. the amount, if any, by which actual operating expenses incurred by the A.R.C., which are reasonably necessary for the normal maintenance and operation of the Detention Areas. Said reimbursement shall occur even if some or all of said reimbursable expenses are incurred and paid by the Developer prior to the time that title to all or part of the Detention Areas is conveyed from Developer. Each year, on or before thirty (30) calendar days prior to the last day of each year, the A.R.C. shall prepare a Notice of Expenditures and Incurred Costs (for the purposes of this Section 22(D), the "Notice") for delivery to all Lot Owners, which shall include those expenditures and reasonable amounts incurred by the A.R.C. or Developer in its duty to maintain and preserve the Detention Areas. The A.R.C., on or before fifteen (15) calendar days prior to the last day of each year, shall effectively deliver the Notice (see Provision (37) of the Declaration) to each Lot Owner of a Lot 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

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Lot Owner of a Lot shall pay to the A.R.C. or Developer, as may be directed, the maintenance amount disclosed in the Notice. The Developer shall collect \$550.00 at the initial closing of a sale from a Lot purchase for the purpose of funding the maintenance of the Detention Areas.

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) 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 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 Detention Areas is strictly prohibited.

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(24) 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.

(25) 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, 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.

(26) 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

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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.

(27) SUPPLEMENTATION, AMENDMENT AND REVOCATION

The covenants, restrictions and equitable servitudes contained herein shall continue as is (see Provision (35) 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 (27). 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 Lot Owners at the time of the supplementation, amendment or revocation; provided, however, notwithstanding any term to the contrary stated herein, prior to the Turnover Date of the A.R.C., as defined in Provision (22) 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 Cook County, Illinois or by an abstractor 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 Lot Owners shall be deemed prima facie evidence that such instrument has been signed by the required number of Lot Owners.

In the instance of an amendment and/or supplementation to and/or revocation of the Declaration, the Lot Owners 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 meeting. 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

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terms of Provision (34) of the Declaration. If and when such vote is carried, all Lot Owners 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 (34) 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 terms of Provision (27) of the Declaration shall govern amendments to the Declaration that are due to special circumstances and errors and omissions.

(25) 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 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.

(29) MORTGAGEE'S RIGHTS

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

- (a)** budgets, notices or any other notices or statements provided under the Declaration by the A.R.C. to the Lot Owner,
- (b)** notice of a decision to release any part of or all the Land from the provisions of the Declaration,
- (c)** notice of any material amendment to the Declaration,
- (d)** notice of the commencement of any condemnation or eminent domain proceedings with respect to the Detention Areas or any part thereof and/or

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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 A.R.C. 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.

(30) 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.

(31) 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.

(32) LIBERAL CONSTRUCTION

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

(33) Intentionally omitted

(34) 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 A.R.C. 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.

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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.

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 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.):

DHE II, LLC
9485 Bormet Drive
Mokena, IL 60448

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

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

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

(C) If to the Village:

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

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

DHE II, LLC
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 known address of the Developer before sending any notices pursuant to Paragraphs (A), if applicable, and (E) of this Provision (34).

(35) 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

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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.

(36) 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.

(37) MISCELLANEOUS

(A) Lot Owners are hereby obligated to provide the A.R.C. 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) 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.

(C) 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.

DECLARANT:

DHE II, LLC

BY: 

Michael G. Flaherty

(not individually but as its Manager)

DATED: October 6, 2015.

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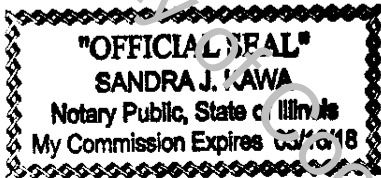
STATE OF ILLINOIS }
 }
 } SS.
COUNTY OF COOK }

I, SANDRA J. KAWA, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael G. Flaherty, as Manager of DHE II, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the said instrument as his 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 6th day of October, 2015.

Sandra J. Kawa

Notary Public



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EXHIBIT A

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

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND OUTLOT C AND OUTLOT D IN DEER HAVEN ESTATES PHASE II, BEING 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 APRIL 23, 2015 AS DOCUMENT 1511316040.

EXISTING PINS: 27-08-100-040-0000 and 27-08-100-042-0000

<u>LOT #</u>	<u>STREET ADDRESS</u>
1	11021 DEER HAVEN LANE
2	11031 DEER HAVEN LANE
3	11041 DEER HAVEN LANE
4	11051 DEER HAVEN LANE
5	11061 DEER HAVEN LANE
6	11081 DEER HAVEN LANE
7	11091 DEER HAVEN LANE
8	11101 DEER HAVEN LANE
9	11100 DEER HAVEN LANE
10	11090 DEER HAVEN LANE
11	11080 DEER HAVEN LANE
12	11070 DEER HAVEN LANE
13	11060 DEER HAVEN LANE
14	11050 DEER HAVEN LANE
15	11040 DEER HAVEN LANE
16	11030 DEER HAVEN LANE
17	11020 DEER HAVEN LANE