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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/08/2017 09:28 AM PG: 1 OF 6

THIS DOCUMENT PREPARED BY:

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**THE SANCTUARY OF ORLAND COMMUNITY ASSOCIATION
AMENDED AND RESTATED DECLARATION OF COVENANTS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter "Amended and Restated Covenants") is enacted after full transition from the Subdivision Developer to the first elected Board of Directors for The Sanctuary of Orland Community Association on September 21, 2016 and is approved by two-thirds (2/3) of the members of the Association and affirmed by the Board of Directors of The Sanctuary of Orland Community Association of Orland Park, Illinois.

Except as modified by these Amended and Restated Covenants, the initial Declaration of Covenants, Conditions and Restrictions originally recorded on June 22, 2005 by the Subdivision Developer in the Office of the Recorder of Deeds in Cook County, Illinois, as Document No. 0517334111 shall remain in full force and effect.

We, the undersigned, the Board of Directors for The Sanctuary of Orland Community Association, approve these revisions and additions to the original covenants on behalf of the twenty-five (25) members owning lots on the real estate known as The Sanctuary at Waters Edge described as follows, to wit:

Lots 1 through 25 in The Sanctuary of Orland Subdivision, being a subdivision in Section 7, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

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|--------------------|--------------------|--------------------|
| 27-07-101-005-0000 | 27-07-101-006-0000 | 27-07-101-007-0000 |
| 27-07-101-008-0000 | 27-07-101-009-0000 | 27-07-101-010-0000 |
| 27-07-101-011-0000 | 27-07-101-012-0000 | 27-07-101-013-0000 |
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| 27-07-101-026-0000 | 27-07-101-027-0000 | 27-07-101-028-0000 |
| 27-07-101-031-0000 | | |

WITNESSETH:

A. The following covenants, restrictions, reservations, equitable servitudes, grants and easements shall continue to be considered as running with the land and shall be binding upon the respective owners of said lots, their heirs, executors, administrators, successors, grantees, lessees and assigns:

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1. **Mandatory Approval of House Plans and Rights of Committee.** Before anyone shall commence the construction, reconstructions, erection, remodeling, addition to, alteration or placing of any building, fence, wall, structure or improvement whatsoever on any of the said lots in said subdivision, there shall be submitted to the Architectural Committee (hereinafter defined and for convenience sometimes referred to as the "Committee") two (2) complete sets of construction plans, together with the payment of \$200.00 to defray the costs of review. All plans shall include drawings, buildings or structures, specifications, exterior elevations, construction materials and colors (all of which, for convenience, are referred to as the "construction plans"), and no such building, fence, reconstructed, remodeled, added to, altered or placed upon any lot in said subdivision unless and until said complete construction plans have received written approval of the Architectural Committee as herein provided. The Committee shall approve or disapprove of the submitted material within fourteen (14) days. If the Committee disapproves or requests modification, it shall, within said fourteen (14) day period, provide written notice to the Owner of the reasons for disapproval or request modification. In the absence of written notice from the Board within the fourteen (14) days, the material submitted shall be deemed approved. If the Committee approves the construction plans, the owner shall, prior to the issuance of written approval, construct a snow fence or other type of structure to protect the trees from being damaged during construction, which protection shall be subject to the approval of the Architectural Committee. The Committee shall encourage the use of natural siding materials, such as brick, stone and wood. **Any lot owner or builder that constructs a home and fails to obtain written approval of the house plans by the Architectural Committee shall be subject to paying damages to The Sanctuary of Orlando Community Association in an amount of not less than Ten Thousand and No/100 Dollars (\$10,000.00).**

Architectural designs should include a significant amount of stone and brick. The brick shall extend around the entire first floor area a minimum of eight (8) feet high above finish grade, including the area above the garage door unless, in the opinion of the Architectural Committee, this would detract from an exceptional or unusual design. Waiver may be obtained only upon written approval of the Architectural Committee, provided two (2) complete sets of architectural drawings and plans have been reviewed and approved by written consent in the form of the requisite signatures from the appropriate representatives of the Architectural Committee, and may be granted only for each lot on a lot-by-lot basis and the approval of any waiver shall be limited to one (1) residence on a specified lot as described on the plans submitted.

The Committee shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the Committee:

- (a) Such construction plans are not in accordance with all of the provisions of this Declaration; or
- (b) If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent buildings, structures or the character of the subdivision; or
- (c) If such construction plans, as submitted, are incomplete; or
- (d) If the Committee deems the construction plans, or any part thereof or any material used on the exterior of the building, to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Committee; or
- (e) If the Committee, within its sole and unlimited opinion and discretion, shall deem the construction plans, or any part thereof, or the building or structure to be unacceptable or

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of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values of the other site or buildings in the subdivision.

- (f) Any outstanding amounts are due to the Association.

The decisions of the Committee shall be final. Neither the Association Board of Directors nor any architect or agent of the Board or any member of the Committee shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans.

2. **Commencement of Construction and Completion.** There shall be no requirement that construction be commenced within a specific time from lot purchase and any language to the contrary shall be unenforceable. Once commenced however, construction shall be completed within twelve (12) months. For purposes of this paragraph, completion shall be deemed to include, in addition to a certificate of occupancy from Cook County, final grading, installation of all landscaping, planting of parkway trees and placement of all exterior flatwork, including a driveway and public sidewalk.
3. **Weed Cutting and Lot Clean-Up.** The Owner of each lot shall be responsible for removal or cutting of weeds to maintain a height of less than eight (8) inches. Should a lot not be so maintained, the Board shall have authority to enter upon the lot to perform such work as may be necessary to bring the lot into compliance with this section and bill the Owner accordingly and, if not paid, shall be considered a delinquent assessment pursuant to Paragraph 17.
4. **Signs.** No commercial, advertising or business sign shall be erected or placed upon said premises other than a "For Sale" sign not exceeding 4' x 4' in size.

Signs during construction shall be permitted provided the signs do not exceed 4' x 4' and said signs are located upon said building during construction or within five (5) feet of the front building set back line as shown on the recorded plat. Signs are prohibited upon all public parkways and within ten (10) feet of the street right-of-way.

All title holders shall take title subject to the right of The Sanctuary of Orland Community Association or its authorized agent to enter upon any premises to remove all signs that may be in violation of these sign restrictions without prior notice or consent of the title holder or its agents. All real estate brokers, builders and property owners shall be subject to the above sign restrictions.

5. **No Trucks, Campers, etc. to be Kept on any Lot or on any Street.**
- (a) No boats, camping vehicles, go-carts, mini-bikes, mopeds, motorcycles, snowmobiles, trailers, trucks (with more than two (2) axles, more than four (4) tires and/or gross weight when fully loaded in excess of eight thousand (8,000) pounds)) or other vehicles shall be parked, kept or stored on a member's property, the street or any common area except in a garage with the door closed.
- (b) No unlicensed, abandoned, inoperable or covered vehicles shall be parked, kept or stored on a member's property, the street or any common area except in a garage with the door closed.
- (c) No commercial vehicle shall be parked anywhere on any subdivision property or roadway overnight, except in a garage with the door closed. A commercial vehicle is defined below:

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- i. A vehicle issued or qualifying for Type C through H Illinois license plate registration;
 - ii. Type B Illinois license plates which are longer than twenty (20) feet and/or exceed seven (7) feet (excluding exterior rear view mirrors) in width and/or designed to bear a load in excess of one-half (1/2) ton;
 - iii. Type B Illinois license plates which has storage bins and uses the open rear within to store equipment, tools, ladders, materials or other similar items, etc., for commercial purposes;
 - iv. Trucks that qualify for Illinois RV license plates that are longer than twenty (20) feet and/or exceed seven (7) feet (excluding exterior rear view mirrors) in width and/or designed to bear a load in excess of one-half (1/2) ton; and
 - v. Livery vehicles.
- (d) No vehicles or machinery of any kind may be stored or parked on any vacant lot.
6. **Curbside Mailbox.** Local postal authorities require curbside mailboxes (boxes not attached to a residence) to be installed for delivery of the U.S. Mail in The Sanctuary of Orland Subdivision. Accordingly:
- (a) The owner of each lot on which a residence is constructed shall install, erect or place on such lot or within any other lot or any right-of-way in the subdivision only such mailbox or receptacle as the Architectural Control Committee shall approve; and
 - (b) Permanent curbside mailboxes are required to be installed within sixty (60) days after a residence is occupied.
7. **Garbage.** All garbage, trash, rubbish and other refuse shall be collected and stored in a area or areas concealed from view, except as required for pick-up service. All garbage placed at curbside shall be in covered containers. Garbage should not be placed at curbside until after dark on the evening prior to pick-up. Containers shall be removed from the curbside on the day of pick-up. Garbage containers may be stored and may be visible only from the rear of the home, but an attempt should be made to conceal any containers from view.
8. **Fences.** All fences shall require the written approval of the Architectural Committee prior to construction. All fences shall be restricted to a bronze colored aluminum or black wrought iron open picket fences. No fences shall be constructed of wood or shall be stockade type. No fence shall be erected on any lot in the subdivision that shall be less than five (5) nor more than six (6) feet in height and such fence shall not extend in front of the rear wall of the building with the exception of a home with an inground swimming pool installed. Fencing around an inground swimming pool may be no more than six (6) feet in height, conform to applicable Cook County code and shall be bronze colored aluminum or black wrought iron open picket fences.
9. **Antennas.** Outside television antennas attached to the residence and satellite receiving dishes not exceeding thirty-six (36) inches in diameter are allowed subject to such rules and regulations as the Board may prescribe as to placement.
10. **Leasing.** Every lease shall be in writing and must state that the lease or agreement is subject in all respects to the provisions of the Declaration (and as amended), Bylaws and Rules and Regulations of the Association presently existing or adopted by the Board, and that failure by the lessee, tenant or occupant to comply with the terms thereof shall be a default under such lease or agreement. In addition, the Board shall be given the names and addresses of the lessee, tenant

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or occupant and such other information concerning the lessee, tenant or occupant as the Board, in its sole and absolute discretion, may deem necessary.

In the event that a residence or any interest therein is leased, rented or occupied in violation of the above, such lease, rental or occupation shall be void, and the Board shall have the right to impose a flat or daily fine. All expenses of the Board or Association incurred in connection with enforcement of this Section, including attorneys' fees incurred prior to, during and after such actions or proceedings and including court costs, other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at eighteen percent (18%) until paid, shall be charged to and assessed against the defaulting owner and shall be added to and deemed a part of the owner's respective share of the common expenses, and the Board shall have a lien for all of the same upon the lot.

11. **Lake and Wetlands.** No structures, whether temporary or permanent, shall be installed or permitted beyond the shoreline including, by way of example and not limitation, piers, docks and buoys.
12. **Notice.** All notices required shall be in writing and delivered by regular mail, facsimile transmission, e-mail transmission or commercial overnight delivery and be deemed effective on the next business day. Notice to any one of multiple person party shall be sufficient.
13. **Curb and Street Repairs.** In the event the builder, homeowner or lot owner of record or any of their contractors or agents damage the curb and/or street during construction, the builder, homeowner or lot owner of record shall be required to replace or repair the damaged curb or street. In the event the builder, homeowner or lot owner of record fails or refuses to repair or replace the damaged curb or street, at its option, the Association shall have the right, but not the obligation, to make such repairs and invoice the builder, homeowner or lot owner of record for the costs it incurs to make said repairs and, if not paid within thirty (30) days, to file a lien against the owner's lot for the balance unpaid plus costs and fees.
14. **Maintenance (Repairs and Replacements).** Each owner, at his own expense, shall maintain his single family home in a first class condition that maintains a harmonious appearance of the property. There shall be no architectural or structural changes to the exterior of the home without the owner first complying with the Architectural Review requirements and obtaining written approval.

The Board may send a written notice requiring maintenance and/or repair whenever it is determined such action is necessary.

Failure by the owner to respond within the time specified in the notice may result in the implementation of a fine for non-compliance.

15. **Enforcement Procedures for Violations.** Upon the first infraction, a written notice of violation will be mailed to the resident. If the violation is not corrected within the time-frame requested in the notice, or upon a second infraction, a written notice will be mailed to the resident imposing the scheduled fine. Should the resident feel they have been cited in error, they have the right to request a hearing with the Board of Directors by submitting their request, in writing, to the managing agent within fifteen (15) days from the date of the violation fine notice. At this hearing with the Board of Directors, the resident may present their defense to the violation accusation. Should the resident fail to attend this hearing, the Board of Directors will review the case and make its decision. Should the resident attend the hearing, the matter will be reviewed by the Board of Directors and a written notice of the Board's determination will be mailed to the homeowner. **The decision of the Board of Directors made at this hearing is final.**

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16. Fine Schedule.

- (a) For damage to the common property, the fine is the cost to restore the property to its original condition plus any cost incurred by the Association, including attorneys' fees.
- (b) For violations of the covenants or any rule or regulation, a \$25.00 per day or per occurrence, whichever shall apply, will be charged until the violation is corrected.
- (c) For violations of the architectural criteria after plan approval, a \$250.00 initial fine and a fine of \$100.00 per month until the correction to or removal of the unauthorized improvement has been made by the resident.

Fines that are not paid within thirty (30) days from the date of final notice following the homeowner's hearing are considered as delinquent assessments. Collection action will be taken and a lien may be filed against the resident's property.

17. Delinquent Assessments. Any assessment or fine not paid within thirty (30) days of issuance shall be subject to a late fee of not less than \$25.00 per month until paid in full and may result in a lien being placed against title to the Owner's lot for accumulated fees, fines and costs, including attorneys' fees.

The undersigned, as the duly elected President of The Sanctuary of Orland Community Association, hereby certifies that the Amended and Restated Declaration of Covenants was approved by two-thirds (2/3) of the owners of lots at a special meeting held for that purpose on May 4, 2017, notice of which was delivered to all lot owners of record more than thirty (30) days prior to said meeting:



 William Grabinski

We, the undersigned, being all of the members of the Board of Directors of The Sanctuary of Orland Community Association, hereby approve and consent to and authorize and direct the recording of the foregoing Amended and Restated Declaration of Covenants with the Cook County Recorder of Deeds.






