

# UNOFFICIAL COPY

Doc#: 1733849351 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/04/2017 01:56 PM Pg: 1 of 8

*THIS INSTRUMENT PREPARED  
BY AND SHOULD BE RETURNED  
TO:*

*Scott D. Gudmundson  
Gudmundson Law, P.C.  
250 Parkway Drive, Suite 150  
Lincolnshire, Illinois 60069*

ABOVE SPACE FOR RECORDER'S USE ONLY

## SUPPLEMENT NO. 3 TO DECLARATION FOR KETTERING

This Supplement to Declaration for Kettering ("Supplement No. 3") is made by M/I Homes of Chicago LLC, a Delaware limited liability company ("Declarant").

### RECITALS

Declarant recorded the Declaration for Kettering in the Office of the Recorder of Deeds for Cook County, Illinois, on May 8, 2015, as Document No. 1512818013 (as amended and supplemented, the "Declaration").

In Article Thirteen of the Declaration, Declarant reserved the right and power to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a Supplement to the Declaration. Declarant exercised the rights and powers reserved in Article Thirteen of the Declaration by recording the following document:

<u>Document</u>	<u>Recording Date</u>	<u>Recording No.</u>
Supplement No. 1	3/14/16	1607422002
Supplement No. 2	1/18/17	1719915104

In Section 13.06 of the Declaration, Declarant reserved the right and power to record a Supplement to the Declaration to designate a Designated Builder under the Declaration.

In Supplement No. 2, Declarant designated Beechen & Dill Homes, Inc., an Illinois corporation, as a "Designated Builder" with respect to the nine (9) B&D Lots described therein.

Declarant desires to exercise the right and power reserved in Section 13.06 to designate Beechen & Dill Homes, Inc as a Designated Builder under the Declaration with respect to ten (10) additional Lots.

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NOW, THEREFORE, Declarant does hereby amend and supplement the Declaration as follows:

1. Terms. All Terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Declaration.

2. Designation of Designated Builder. Declarant hereby designates Beechen & Dill Homes, Inc., an Illinois corporation, as a "Designated Builder" with respect to that portion of the Premises legally described on Exhibit A attached hereto (the "B&D 2nd Closing Lots"), for all purposes of the Declaration. Subject to the terms of Section 3 below, Designated Builder shall have the following rights with respect to the B&D 2nd Closing Lots:

(i) The right to construct homes and to temporarily store construction equipment and materials on that portion of the Development Area owned by the Designated Builder;

(ii) The right to construct and maintain model units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations on the B&D 2nd Closing Lots owned by the Designated Builder and in such forms as the Designated Builder may deem advisable and to use such model units (including model units which are sold by and leased back to the Designated Builder), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the B&D 2nd Closing Lots;

(iii) The right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge;

(iv) The right and power to lease any Homes owned by it to any person or entity which it deems appropriate in its sole discretion;

(v) The right not to pay assessments under Section 6.02 of the Declaration with respect to Lots owned by the Designated Builder during the period prior to the Turnover Date;

(vi) The right not to pay the initial capital contribution provided in Section 6.07 of the Declaration upon the closing of the sale of a Lot by Declarant to the Designated Builder; provided, however, that, in such case, the amounts payable under Section 6.07 of the Declaration shall be paid upon the closing of the Lot by the Designated Builder to a third party purchaser;

(vii) The right to be treated as the Declarant under Section 13.07 of the Declaration with respect to the waiver of implied warranty of habitability provided for therein.

The rights hereby granted by the Declarant to the Designated Builder pursuant to this Section shall continue until such time as the Designated Builder is no longer vested with, or controls title

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to, any portion of the Development Area, regardless of whether the rights of the Declarant under the Declaration have terminated or expired.

3. Contract Provision. This Supplement No. 3 is executed and delivered by Declarant at the closing of the sale of the B&D 2nd Closing Lots to Designated Builder pursuant to the terms of that certain Real Estate Sale Contract with any Effective Date of April 20, 2017 (as amended, the "Contract") by and between Declarant, as seller, and Designated Builder, as buyer. Notwithstanding anything to the contrary contained herein, if, at any time, Designated Builder defaults in its obligations in the Contract, which default is not cured within the applicable cure period, if any, set forth in the Contract, including, without limitation, any failure to timely close its acquisition of any of the Lots (as defined therein), Designated Builder's status as such Designated Builder with respect to the B&D 2nd Closing Lots shall be revoked, and Designated Builder and the B&D 2nd Closing Lots shall be subject to all provisions of the Declaration applicable to an Owner, including, without limitation, the obligation to pay assessments under Section 6.02 of the Declaration with respect to B&D 2<sup>nd</sup> Closing Lot(s) then owned by Designated Builder and the obligation to immediately pay the initial capital contribution provided in Section 6.07 of the Declaration with respect to B&D 2<sup>nd</sup> Closing Lot(s) then owned by Designated Builder.

4. Architectural Approval. Pursuant to the provisions of Section 9.09 of the Declaration, Declarant previously approved for construction by Designated Builder on the nine (9) B&D Lots described in Supplement No. 2, the nine (9) models listed below; the floor plans and elevations of which were attached as Exhibit A to Supplement No. 2. Declarant hereby approves construction of the above described models on the B&D 2<sup>nd</sup> Closing Lots. Such construction shall be undertaken by Designated Builder in strict compliance with and remain subject to the terms of the Declaration, the Kettering Annexation Agreement and the Design Guidelines (as such terms are defined in that certain Real Estate Sale Contract dated April 20, 2017 by and between Declarant, as seller, and Designated Builder, as buyer (the "Sale Contract")). This approval applies only to the nine (9) models listed below and the floor plans and elevations attached as Exhibit A to Supplement No. 2. Should Designated Builder elect to add any additional models to or revise the approved models, floor plans and/or elevations in any material fashion, such additional models and/or material modifications shall be subject to the approval of Declarant. Nothing in this Section shall affect the provisions of Section 11.B of the Sale Contract.

	<u>Plan Name</u>	<u>Sq. Ft. Range</u>	<u>Type</u>
1.	Brighton	2200-2500	Ranch
2.	Plan 2300	2300	Ranch
3.	Keystone	2891-2900	2 story
4.	Telluride	2946	2 story
5.	Hampton	3164-3372	2 story
6.	Plan 3300	3300	2 story
7.	Boulder	3300-3500	2 story
8.	Silverton	3600	2 story
9.	Cascade	3600-4200	2 story

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5. Covenants to Run with Land. The covenants, conditions, restrictions, and easements contained in the Declaration, as amended by this Supplement No. 3, shall run with and bind the Premises, including any Added Premises.

6. Continuation. As expressly hereby supplemented and amended, the Declaration shall continue in full force and effect in accordance with its terms.

(signature page and joinders follow)

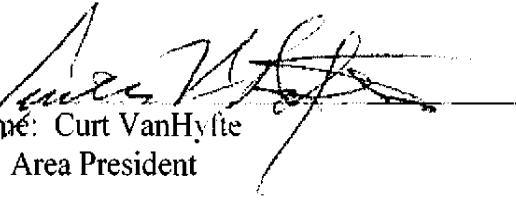
Property of Cook County Clerk's Office

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Dated: November 29, 2017

**DECLARANT:**

M/I HOMES OF CHICAGO, LLC, a Delaware limited liability company

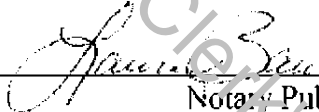
By:   
Name: Curt VanHyfte  
Its: Area President

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF DUPAGE )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Curt VanHyfte as Area President of M/I Homes of Chicago LLC, a Delaware limited liability company ("Company"), personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 29 day of November, 2017.



  
Notary Public

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## JOINDER TO SUPPLEMENT NO. 3 TO DECLARATION FOR KETTERING

The undersigned, Beechen & Dill Homes, Inc., an Illinois corporation, as the legal title holder of the Lots legally described on Exhibit A attached hereto ("B&D 2nd Closing Lots"), hereby joins in Supplement No. 3 to which this Joinder is attached for the sole purpose of accepting its designation as a Designated Builder under the Declaration and acknowledging its agreement to the terms and conditions of such designation as provided in Supplement No. 3.

Dated: November 30, 2017

BEECHEN & DILL HOMES, INC.

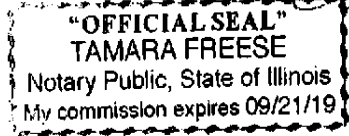
By: Matthew G. Dill under POA dated 7/10/17  
Name: Matthew G. Dill  
Its: President

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF DuPage

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Matthew G. Dill, as President of Beechen & Dill Homes, Inc., an Illinois corporation ("Company"), personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his own free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 30 day of November, 2017.

Tamara Freese  
Notary Public



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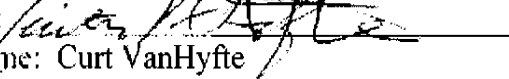
## JOINDER TO SUPPLEMENT NO. 3 TO DECLARATION FOR KETTERING

The undersigned, Kettering Homeowners Association, LLC, an Illinois limited liability company, the Association under the Declaration, pursuant to the provisions of Section 3.07 of the Declaration, hereby joins in Supplement No. 3 to which this Joinder is attached for the sole purpose of joining in and evidencing its approval of Designated Builder's models, floor plans and elevations described in Section 4 of Supplement No. 2 for construction by Designated Builder on the B&D 2nd Closing Lots.

Dated: November 29, 2017

KETTERING HOMEOWNERS ASSOCIATION, LLC

By: M/I Homes of Chicago, LLC, its Manager

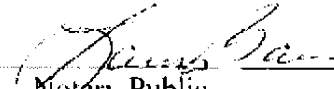
By:   
Name: Curt VanHyfte  
Its: Area President

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Curt VanHyfte, as Area President of M/I Homes of Chicago LLC, a Delaware limited liability company, the manager of Kettering Homeowners Association, LLC, an Illinois limited liability company ("Company"), personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 29<sup>th</sup> day of November, 2017.



  
Notary Public

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## EXHIBIT A B&D 2ND CLOSING LOTS

LOTS 223-226, 229, 230, 237-239, AND 241, IN KETTERING P.U.D. UNIT SEVEN, BEING A SUBDIVISION IN THE SOUTH ½ OF THE SOUTHWEST ¼ AND THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2015 AS DOCUMENT NO. 1535229044 IN COOK COUNTY, ILLINOIS.

<u>Lot No.</u>	<u>Common Address</u>	<u>PIN</u>	<u>Lot Size (sq. ft.)</u>
223	Adeline Ct., Lemont, IL 60439	22-34-302-009-0000	16,118
224	Adeline Ct., Lemont, IL 60439	22-34-302-010-0000	12,169
225	Adeline Ct., Lemont, IL 60439	22-34-302-011-0000	12,150
226	Adeline Ct., Lemont, IL 60439	22-34-302-012-0000	12,150
229	Adeline Ct., Lemont, IL 60439	22-34-302-015-0000	13,779
230	Adeline Ct., Lemont, IL 60439	22-34-302-016-0000	13,545
237	Adeline Circle, Lemont, IL 60439	22-34-302-023-0000	13,281
238	Adeline Circle, Lemont, IL 60439	22-34-302-024-0000	14,693
239	Adeline Circle, Lemont, IL 60439	22-34-302-025-0000	15,220
241	Adeline Ct., Lemont, IL 60439	22-34-302-027-0000	18,474