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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

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DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS

FOR

ANETS WOODS SUBDIVISION

Property of Cook County Clerk's Office

ANETS WOODS LLC, DEVELOPER

GENERAL OFFICE: 2550 WAUKEGAN ROAD #220, GLENVIEW, IL 60025

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### EXHIBITS

Exhibit A	Legal Description of Anets Woods Subdivision
Exhibit B	By-Laws of Anets Woods Homeowners Association
EXHIBIT C	Initial Annual Operating Budget and Monthly Assessment
EXHIBIT D	Plat of Subdivision
EXHIBIT E	Conservation Area Management Plan
EXHIBIT F	Public and Private Pavement and Sidewalk Ownership and Maintenance Exhibit
EXHIBIT G	Public and Private Utility Ownership Exhibit
EXHIBIT H	5-Year Management Plan for Wetland Bottom Detention Basin
EXHIBIT I	Dam Safety Operation and Maintenance Plan
EXHIBIT J	Emergency Action Plan for Anets Woods West Basin Dam
EXHIBIT K	Anti-Monotony Schedule

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## DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

FOR

### ANETS WOODS SUBDIVISION

**THIS DECLARATION** is made on the date hereinafter set forth by **ANETS WOODS LLC**, a Delaware limited liability company, hereinafter referred to as "Developer" or "Declarant";

#### W I T N E S S E T H:

**WHEREAS**, **ANETS WOODS LLC**, is a Delaware limited liability company, doing business in the County of Cook and the State of Illinois for the purpose of developing a residential community on the Real Estate, situated in the Village of Northbrook, Cook County, Illinois, in the area legally described in Exhibit "A" hereto (the "Development"); and

**WHEREAS**, the title to the Development is held by **ANETS WOODS LLC**, and will be known as **ANETS WOODS**; and

**WHEREAS**, the Village of Northbrook granted final zoning approval for **ANETS WOODS** as a Planned Development, which zoning allows for the specific improvements and provisions set forth in Village Ordinance 2016-66, approved September 27, 2016 (collectively with such additional Village Ordinances and Resolutions referenced therein, the "Planned Development Ordinance"); and

**WHEREAS**, **ANETS WOODS** will consist of thirty-two (32) Single Family Cluster ("SFC") Units, all of which shall have attached garages; and

**WHEREAS**, it is the Developer's intent that the SFC homeowners shall fully collaborate to preserve and enhance the Development and the property values of the respective homeowners to create a first class residential community; and

**WHEREAS**, in furtherance of the Developer's intent to preserve and enhance the values of the Development, including certain Common Property and the Lots subject to this Declaration, the Declarant has or will form an Illinois not-for-profit corporation to be known as **ANETS WOODS HOMEOWNERS ASSOCIATION** which will have the responsibility for the administration and enforcement of these Covenants,

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Conditions, Easements and Restrictions as herein provided; for the benefit of all of the Unit Owners; and

**WHEREAS**, the Declarant is desirous of establishing for the benefit of all future Owners or Occupants of all, or any part, of the Units and Lots in **ANETS WOODS**, certain easements and rights, in, over, under, and to the said Common Property, and certain restrictions with respect to the use, maintenance, upkeep and repairs to both the Common Property and the Lots and Units, and to fix the obligations and duties of each Owner or Occupant and the reciprocal obligations and duties of each Owner or Occupant of the Lots and Units to the other; and

**NOW, THEREFORE**, Declarant hereby declares that all of the Common Property, Lots and Units comprising the Development, as herein defined within **ANETS WOODS**, shall be subject to this Declaration of Covenants, Conditions, Easements and Restrictions, and any Covenants, Conditions, Easements and Restrictions which may appear on the Plat of Subdivision, recorded in the Office of the Cook County Recorder of Deeds which Covenants, Conditions, Easements and Restrictions are for the purpose of enhancing and protecting the value, desirability and beauty of the Common Property, the Lots and Units constructed in the Development. These Covenants, Conditions, Easements and Restrictions shall run with the land and shall be binding on all parties who become Members of **ANETS WOODS HOMEOWNERS ASSOCIATION**, and their successors, assigns and grantees.

## ARTICLE I

### DEFINITIONS

The recitals set forth above are incorporated herein as if fully set forth below. For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1) **ASSOCIATION: ANETS WOODS HOMEOWNERS ASSOCIATION**, ("HOA") an Illinois not-for-profit corporation, established to own, administer and maintain the Common Property and enforce these Covenants, Conditions, Easements and Restrictions for **ANETS WOODS SUBDIVISION** as provided by this Declaration, the By-Laws attached hereto as Exhibit "B", and the Rules and Regulations.

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2) **BOARD:** The Board of Directors of **ANETS WOODS HOMEOWNERS ASSOCIATION**.

3) **BUILDING:** A structure composed of a SFC dwelling Unit.

4) **CAPITAL REPAIRS:** Expenditures to return Association property to proper working condition, and/or to extend its useful life, where the expenditure is less than seventy (70%) percent of the full replacement cost.

5) **CAPITAL REPLACEMENTS:** Expenditures for Association property that are equal to seventy (70%) percent or more of the full replacement cost of existing property (including equipment) owned by the Association;

6) **CAPITAL IMPROVEMENTS:** Expenditures on Association property or equipment that are enhancements or in addition to that provided originally by the Developer upon completion of the community.

7) **COMMON PROPERTY:** Those areas of land in the Development, excluding the Lots and Units deeded to individual Unit Owners and excepting any Lots or parcels dedicated and accepted by the Village, together with any and all improvements that are now or may hereafter be constructed thereon, designated as "Common Property", "Out Lots", "Common Areas" or "Conservation Area" herein, and on the recorded Plat of the Development to be devoted to the common use and enjoyment of the Owners and Occupants in the Development and to be owned and managed by the Association, and which areas shall be governed and maintained by the Association as provided herein, unless subsequently provided otherwise by Declarant. Such designation shall not be construed as a public dedication.

8) **CONSERVATION AREA:** Those portions of the Common Property which are designated on the Plat as "Conservation Area".

9) **DEVELOPER:** **ANETS WOODS LLC**, a Delaware limited liability company, its successors, assigns and licensees. The Developer may be referred to herein as the "Declarant" where applicable.

10) **DEVELOPMENT:** The entire real property with improvements including thirty-two (32) single family cluster homes, the Common Property, and the easements in connection therewith, collectively to be known as **ANETS WOODS**.

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11) **LOT:** The area or portion thereof shown on the Plat designated by a number and/or letter, excepting the Common Property, being that portion of the subdivision conveyed to an Owner including the front, rear and side yard, if any, on which is or is to be constructed a dwelling Unit designed and intended for use and occupancy as a residence for a single family.

12) **MANAGING AGENT:** Any person, company, corporation or other entity appointed or employed by the Developer or the Association to perform management services.

13) **MEMBER:** Every person, individual or entity holding membership in the Association by virtue of Ownership of any Unit as herein defined.

14) **OCCUPANT:** Person or persons, other than an Owner, in possession of a Unit.

15) **OWNER:** The record Owner, whether one or more persons, individuals or entities, of title to any Unit and Lot which is located in the Development including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Where title to a Unit is conveyed to more than one person, or there is more than one beneficiary of a land trust holding title to a Unit, such persons are collectively known as "Owner".

16) **PLAT:** Plat of Subdivision for **ANETS WOODS SUBDIVISION** recorded as Document No. 1630215140 in the Office of the Cook County Recorder of Deeds.

17) **PROPERTY:** The entire property and improvements thereon described as **ANETS WOODS SUBDIVISION** including the Common Property and the thirty-two (32) cluster homes thereon as set forth in the Plat.

18) **UNIT:** A Single Family Cluster ("SFC") residential dwelling Unit with an attached garage. When applicable the word "Unit" shall be used interchangeably with the word "Lot" and vice versa.

19) **VILLAGE:** The Village of Northbrook, Cook County, Illinois, an Illinois municipal corporation.

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## ARTICLE II

### ASSOCIATION AND BOARD OF DIRECTORS

1) Prior to the closing on the sale of any one of the Units in **ANETS WOODS SUBDIVISION** there shall be incorporated under the laws of the State of Illinois a not-for-profit corporation to be called "**ANETS WOODS HOMEOWNERS ASSOCIATION**".

2) Every Owner of a Unit at **ANETS WOODS** shall be a Member of the Association without the right of withdrawal. Membership shall be appurtenant to and shall not be separated from Ownership of any Unit. Ownership of such Unit shall be the sole qualification for membership.

3) The Association shall have two classes of voting membership:

A) Class A Members shall be all Owners with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Unit owned. When more than one person holds Ownership in any Unit, all such persons shall be Members. The vote for each Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. If the votes cast for a Unit conflict or are inconsistent, the votes shall not be counted.

B) The Class B Member shall be the Developer, and shall be entitled to ninety-six (96) votes less three votes for each Unit sold, provided that Class B membership shall cease and be converted to Class A membership on or before December 31, 2021.

4) The powers of the Association shall be vested in a Board consisting initially of three (3) directors appointed by the Developer. Said directors (or their successors who may also be appointed by the Developer) shall serve until such time as the directors are replaced by directors elected by the Members pursuant hereto. At the first annual meeting of Members of the Association five (5) directors shall be elected by the Members comprising the Association. Three directors shall be elected for two year terms, and two directors shall be elected for one year terms.

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After the first annual meeting all directors shall be elected for two (2) year terms. Each director shall hold office until his or her term expires and until his or her successor shall have been elected and qualified. The Developer shall transfer control of the Association to the Members no later than December 31, 2021, or within one hundred twenty (120) days after seventy-five (75%) percent of the Units in **ANETS WOODS SUBDIVISION** have been conveyed, whichever first occurs.

5) Vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board as provided by the By-Laws, a copy of which is attached hereto as Exhibit "B". The Association shall have such officers as shall be determined by the Board from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board.

6) The Board shall exercise all of the powers and privileges and perform all of the duties and obligations of the Association as required by this Declaration, as it may be amended from time to time, and shall provide for, collect and shall pay for its obligations out of the assessments collected from Members as is herein provided.

7) The Association shall adopt such reasonable Rules and Regulations as it may deem advisable for the maintenance, conservation, repair and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants in **ANETS WOODS SUBDIVISION**. The Development shall at all times be maintained subject to such rules and regulations and amendments thereto as are from time to time enacted by the Board.

8) The Board shall represent the Owners in any negotiation or other proceeding relating to termination of the Development, or condemnation or damage to the Common Property, and shall equitably and reasonably allocate to the Owners or apply to its accounts or reserves any awards or settlements it receives.

9) The Board may appoint an Architectural Control Committee and Landscape Committee to assist and advise the Board in order to assure the maintenance of its Property and improvements thereon in substantially the same style, manner and quality as created by the Developer and as may be required under the Village's zoning requirements. The Board may also appoint such additional committees as it may deem necessary to advise and assist it.



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## ARTICLE III

### OPERATING BUDGET, RESERVE FUND, AND ASSESSMENTS

1) The Board of Directors for the Association shall prepare an Annual Operating Budget which sets forth the estimated costs of operating, maintaining, insuring, and replacing Association Property. The Annual Budget shall also include charges to be placed into reserve to defray the costs of replacing HOA property.

2) The initial budget (the "HOA Budget") for the Association has been prepared by the Developer and incorporated as **Exhibit "C"** hereto. The HOA Budget shall be updated annually by the Board, and shall be used to formulate the assessments to be charged to and collected not less frequently than annually from each Owner.

3) Assessments shall be allocated equally to each Unit. For clarification purposes, at such time as thirty-two (32) Units have been completed and each of the thirty-two (32) Unit Owners are obligated to be paying assessments on their respective Units in accordance with the provisions of this Declaration, each Unit shall be allocated 1/32 of the total annual HOA budget and 1/32 of any special assessments imposed in accordance with the provisions of this Declaration. Prior to completion of all Units, the annual HOA Budget, and any special assessments, shall be allocated equally among the completed Units in accordance with the provisions of Section 8 of this Article III.

4) All regular assessments shall be collected from each Unit Owner on a monthly basis, unless otherwise determined by the Board, but in no event less frequently than annually.

5) All assessments collected shall be held in one or more federally insured bank accounts bearing the Association's name.

6) The Board shall establish separate accounts for HOA Common Area property reserve funds, and operating funds.

7) The Board shall have the prerogative to determine in its reasonable judgment its policies with respect to reserves for Capital Replacements, the costs of which may be fully or partially funded. Changes to this policy shall require a 3/5's vote of the Board members, and in addition must be approved by a 2/3 vote of

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the Unit Owners.

8) Prior to the time all Units in the subdivision have been completed, the HOA Budget, and any special assessments, shall be equally allocated only among those Units for which a Certificate of Occupancy has been issued by the Village of Northbrook, Illinois, and upon turnover of control of the Association from the Developer to the Members, the annual budget shall include the real estate taxes, if any, attributable to those portions of the Common Property, shown on the Plat, which are owned by the Association.

9) Each Owner of a Unit by acceptance of a deed, whether from the Declarant or any Owner, and whether or not it shall be so expressed in any such deed or other conveyance for each such Unit owned by each Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association:

- A) Regular assessments or charges to be paid in monthly installments (the "regular assessments") due on the first day of each month of the year hereinafter called "monthly payment dates" or in such other installments as the Board shall elect; and
- B) Special assessments to be fixed, established and collected from time to time as herein provided.

10) The regular and special assessments, together with the interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with the interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of the Unit at the time when the assessment became due.

11) The assessments levied by the Association and retained by the Association in one or more federally insured accounts, under its name, shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Development and directly related to the Ownership, use and enjoyment of the Common Property, including but not limited to, repairs and replacements; landscaping and snow removal; real estate taxes attributable to Common Property, if any; insurance in connection with the Common Property; the maintenance, repair and replacement of the

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private street identified as Outlot G on the Plat of Subdivision, which is the northeast portion of Woodview Lane, along with the traffic control gate located on such private street, and all fences, walls and walks constructed on or about the Common Property by the Developer or the Association which it is obligated to maintain; the Association's share of maintenance, repair and/or replacement costs in connection with the storm water detention areas; the maintenance, repair, replacement and additions thereto including structures, signage and landscaping located in Common Property or Outlots owned or leased by the Association; for paying the costs of all labor, equipment (including the expenses of leasing any equipment) and materials required for the management, supervision and operation of the Common Property; providing for the maintenance and protection of the Conservation Area in accordance with this Declaration; and for otherwise performing the duties and obligations of the Board as stated herein and in its Articles of Incorporation and By-Laws.

12) The Developer shall pay no assessment on a Unit while title to the Unit has not been conveyed to a third party and no Certificate of Occupancy has been issued for such Unit, but shall pay the real estate taxes for such Unit and the pro rata share of landscape maintenance and snow removal expenses incurred during the period in which a Unit receives such services and assessments are not being paid.

13) A contribution to the Association for start-up costs and the operating reserves of the Association, in an amount equal to three (3) times the first monthly assessment for the Unit, shall be collected from the purchaser of a Unit at the initial sale of each Unit by the Developer, and the purchaser shall also pay the pro rata share of the monthly assessment beginning on the closing date and thereafter.

14) Regular assessments for the first Owner of a Unit, as provided for herein, shall commence on the date of conveyance of the Unit by the Developer to the Owner. The due date or dates of any special assessments shall be fixed in the resolution authorizing such assessment.

15) The duties of the Board of Directors with respect to assessments shall be as follows:

- A) The Board shall fix the amount of the regular assessment against each Unit for each annual assessment period at least thirty (30) days in

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advance of such date or period and shall at that time prepare a roster of the Units and assessments applicable thereto, which shall be kept in the office of the Association and be open to inspection by any Owner.

- B) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto showing the amount or amounts and the due date (or dates) if the assessment is to be paid in installments.
- C) The Board shall, upon written demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.
- D) If the Board fails to fix the amount of an assessment as provided in (A) above, each Owner shall be responsible for the payment of an amount equal to the assessment for the previous year until the assessment for the current year is fixed.

16) The Due date for regular assessments shall be the first of every month. If any assessment or part thereof is not paid within five business days after the due date, the total unpaid amount of all installments of such assessment shall immediately become due and payable and shall bear interest from the due date at four (4) points over the prime rate of interest charged by The Northern Trust Bank of Chicago, Illinois or its successor on the date the payment was due, or the highest legal rate if the rate of prime plus four (4) points is usurious. The total unpaid amount of all such installments and interest thereon shall constitute a lien on the interest in the Unit of the Owner personally obligated to pay the same and upon the recording of notice thereof by the Board shall be a lien upon such Owner's interest in the Unit. The Association may, at its election, bring an action at law for eviction or other remedy or in equity against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot and Unit subject thereto and there shall be added to the amount of such assessment

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the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment and reasonable attorneys' fees, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or their Unit. Notwithstanding the foregoing, the first mortgage encumbrance owned or held by a bank, insurance company, or savings and loan association, or other person or entity engaged in the business of making real estate loans, recorded against the interest of such Owner prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances, shall have priority, except as to the amount of assessments which become due and payable from and after the date on which the said mortgage Owner or holder either takes up possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files a suit to foreclose its mortgage. The sale or transfer of any Unit shall not discharge the assessment lien which shall remain in force and effect until paid in full.

17) The following real estate subject to this Declaration shall be exempt from the assessments created herein:

- A) All of the real estate dedicated to and accepted by a local public authority including the Village.
- B) The Common Property.
- C) All of the real estate owned by Declarant or Developer, except as stated above in this Article III, paragraph 12.

18) In the event the Directors of the Association consider the funds on deposit in the **ANETS WOODS HOMEOWNERS ASSOCIATION** accounts sufficient to fulfill the purposes of the Association, they may from time to time forebear the collection of the assessments provided for in this Article III for any one or more monthly or quarterly period; however, any such forbearance shall not be a waiver of the right to collect future assessments. In the event that an assessment is not sufficient to cover the necessary expenditures as provided herein, the Board may from time to time increase that assessment to cover such expenditures.

19) Except in the event of an emergency, the Board shall

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not expend in excess of \$10,000.00 over and above the annual budget in any calendar year without the approval at a special meeting of a majority of the Units represented at said meeting.

## ARTICLE IV

### SPECIAL ASSESSMENTS

1) In addition to the regular assessments, the Board may levy in any calendar year a special assessment for expenditures not otherwise budgeted or capable of being paid from existing reserves that may be classified as either: a) Capital replacements; b) Capital repairs; or c) Capital improvements, each defined as set forth herein, in accordance with the voting and notice provisions set forth in the table below:

<b>CAPITAL REPAIRS/ Assessment Amount</b>	<b>Prior Written Notice Before Due date</b>	<b>Board Majority Required</b>	<b>Vote of Unit % Owners Required*</b>
Less Than or Equal to One Month's Regular Assessment	60 days	Simple Majority	None
More than One Month's Regular Assessment	90 days	Simple Majority	None
<b>CAPITAL REPLACEMENTS/ Assessment Amount</b>	<b>Prior Written Notice Before Due date</b>	<b>Board Majority Required</b>	<b>Vote of Unit % Owners Required*</b>
Less Than or Equal to One Month's Regular Assessment	60 days	Simple Majority	None
More than One Month's Regular Assessment	90 days	Simple Majority	None
<b>CAPITAL IMPROVEMENTS /Assessment Amount</b>	<b>Prior Written Notice Before Due date</b>	<b>Board Majority Required</b>	<b>Vote of Unit % Owners Required*</b>
Less Than or Equal to One Month's Regular Assessment	120 days	Simple Majority	Simple Majority
More than One Month's Regular Assessment	180 Days and Prior Special Meeting	Simple Majority	2/3 Majority

2) For those special assessments requiring a vote, after the prior written notice of the pending vote has been sent, Unit Owners may vote by mailing a signed ballot, which the Board shall mail to each Owner not more than thirty (30) days and not less than fifteen (15) days in advance of the due date.

3) All votes shall be binding on the Board, so long as

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at least fifty (50%) percent of the Unit Owners cast a ballot.

4) The required percentage to pass a special assessment shall be based on the total number of votes cast, and NOT the entire number of Unit Owners, so long as at least fifty (50%) percent of Unit Owners cast a ballot.

5) The Board shall record the results of the vote in the corporate records.

6) No property dedicated to and accepted by the Village shall be subject to special assessment.

## ARTICLE V

### TAXES

1) Each Owner shall be assessed, and shall pay, the real estate taxes allocated to their Unit.

2) All taxes, if any, on the Common Property shall be paid by the Association in accordance with Article III of this Declaration.

## ARTICLE VI

### BUILDING MAINTENANCE AND REPAIRS

1) The Single Family Cluster residences shall be owned fee simple and the costs of maintaining, repairing and/or replacing any portion of these SFC Units, including insurance shall be borne by the individual Owner for each Unit. The Annual Budget and Assessments allocated to each single family cluster Unit shall not include the costs associated with any repairs or replacements to the SFC Units.

2) The Association may use all means available under the law (at law or in equity), and the provisions of this Declaration and the By-Laws to collect assessments from the Unit Owner(s) pursuant to the provisions of this Declaration.

3) All costs or maintenance charges in connection with a Unit not specifically allocated by this instrument to the Association shall be the responsibility of the Owner of the Unit or Units affected. If the Owners of the affected Units are unable

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to agree on the allocation of such costs the Association shall make such allocation, and its determination shall be final.

## ARTICLE VII

### FIRE AND CASUALTY DAMAGE

1) In the event of damage to a Single Family Cluster Unit by fire or other casualty, said Unit shall be restored by the Owner or Owners thereof to substantially the same specifications, conditions and design as the original construction by the Developer, with the same type of materials as previously used, and with such Unit and the Common Areas having the same vertical and horizontal boundaries as before the casualty. Such restoration or rebuilding shall be completed as soon after the damage as is reasonably possible. If the Owner fails to do so, the Association may make the repairs or restoration, and if the cost thereof is not paid by the Owner or the Owner's insurance company such amount shall be assessed against the Owner or Owners involved, and shall become a lien against the Unit and may be enforced by all the remedies allowed hereunder and available in law or equity.

2) It shall be mandatory for the Owner or beneficial Owner of each SFC Unit to insure each Unit so owned or held in an amount equivalent to One Hundred (100%) Percent of the replacement cost of such Unit to the Developer's as built plans and specifications, and the certificates of insurance for such fire and property casualty extended coverage insurance shall name the **ANETS WOODS HOMEOWNERS ASSOCIATION** as an additional insured. Such certificates shall be deposited with the Management Agent of the Association, or with the Association. If the Owner fails to purchase such insurance with the correct and appropriate named insureds and/or fails to provide evidence of such insurance to the Association, the Association shall have the right, but shall not be obligated, to purchase the insurance and assess the Owner of the Unit for the cost of same.

3) The renewal date of all fire and property casualty extended coverage insurance policies shall be June 30, of each year, or such other date prescribed by the Association.



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## ARTICLE VIII

### ALTERATIONS AND ADDITIONS

1) Future alterations to the improvements and provisions shown in the Planned Development Ordinance shall require specific Village approval of an amendment to the Planned Development Ordinance and/or other relief as directed by the Village, in accordance with its codes, ordinances, resolutions and regulations (collectively, the "Village Laws"). In the event of a conflict in the provisions of the Planned Development Ordinance or other Village Laws and this Declaration, the Planned Development Ordinance or other Village Laws, as the case may be, shall prevail.

2) All costs for maintenance repair and replacement of a SFC Unit shall be the responsibility of the Owner of that Unit.

3) No Owner shall make any exterior color or architectural changes, changes in load bearing walls, or additions to any Unit, except as may be authorized in writing by the Developer or the Association, and if required, by the Village of Northbrook. It is the intent of the Developer, the Association, and the Village of Northbrook that there shall be no material changes to the exterior of the homes, either through structural changes, or alterations to the materials or colors thereof that would result in a violation of the anti-monotony provisions that were used by the Developer and promulgated on the basis of the attached **Exhibit "K"**. This provision shall not be construed to prohibit substitution or replacement of materials in the course of ordinary maintenance that may represent technological advancements in materials. Any such substitution shall be submitted to the Board for prior written approval. In determining its decision, the Board shall assess the proposed changes on the basis of a) compliance with the anti-monotony requirements; and b) whether such changes are generally consistent with the original character and quality of the Developer's original plans and specifications.

4) Except for fences originally installed by the Developer, no Owner or Occupant shall construct or erect a fence of any kind, except as may be authorized by the Association and approved by the Village; however, until the last Unit is sold the Association shall not approve a fence without the prior written approval of the Developer and Village. Maintenance of privacy fences constructed by the Developer, if any, which separate yards

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or patios shall be the responsibility of the Owner or Owners of the Units utilizing the fence. If the Owners of the affected Units are unable to agree on the scope of any required repair or maintenance with respect to such fence or the allocation of the cost of such maintenance or repair, the Board of Directors of the Association shall determine the scope of repairs and the allocation of the costs between the abutting Owners, and its determination shall be final. Invisible pet restraining fences may not be installed unless approved in writing by the Association. Any fence constructed along the Common Property lines of the Development shall be owned, repaired and maintained by the Association. Notwithstanding the foregoing, no fencing shall be permitted on any portion of the Conservation Area, except for perimeter boundaries as may be approved by the Association and the Village.

5) No Owner or Occupant shall install exterior storm sashes, canopies or awnings on any Unit, nor build enclosures for the front or rear entrances nor expand existing decks, patios or construct new decks or patios, except as authorized in writing by the Developer or the Association and the Village in accordance with the Village Laws.

6) No Owner or Occupant shall be permitted to erect a permanent porch on a Unit except as authorized by the Association and the Village in writing. However, until the last Unit is sold the Association shall not approve a porch without the additional prior written approval of the Developer.

7) Except as set forth herein, no permanent attachments or other structure of any kind or character whatsoever shall be made, erected, permitted or maintained upon the exterior or roof of any Unit except when such attachments shall have been first submitted to and approved in writing by the Association and the Village when applicable.

8) No grade modification in a Lot which adversely affects drainage in the Development, and no modifications, changes or additions to Buildings, structures, fences or walls shall be initiated without, in each instance, the written approval of the Developer or the Association, and the Village.

9) As set forth in Paragraph 3 above, in the event a SFC Unit Owner desires to change the color or elevation style of the Unit, he or she must obtain the approval of the Association with respect to the color, and the Association, and Village for a change in the elevation style. The Unit Owner must also get the

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Developer's approval until the last SFC Unit is conveyed.

10) Any alteration or addition to any Unit must comply with all applicable laws, ordinances, codes and regulations and be approved by the Association and the Village.

## ARTICLE IX

### EASEMENTS

1) Every Member shall have a right and easement of use and enjoyment and a right of access for ingress and egress to their Unit, including driveways, on, over, across, in, upon, and to the Common Property, and such areas shown as streets, alleys, roadways and access easements upon the Plat for **ANETS WOODS SUBDIVISION**, and such right and easement shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions:

A) The right of the Association in accordance with these respective By-Laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Property; and

B) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members and subject to the acceptance of the dedication by such public agency, authority, or utility. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by Members entitled to cast two-thirds (2/3rds) of the votes of the combined Class A and Class B membership has been recorded.

2) Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Property and facilities, to the Members of his family, his tenants or contract purchasers who reside in his Unit.

3) The Declarant hereby covenants for itself, its successors and assigns that it will convey title to the Common Property to the Association on or before the final Unit in **ANETS**

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**WOODS SUBDIVISION** is completed.

4) The Declarant reserves the right at its sole discretion to grant to telephone, gas, power, cable television and all other public and quasi-public utilities serving the Development, easements, in addition to those appearing on any recorded plat of subdivision of the Development, to lay, construct, renew, operate and maintain pipes, conduits, cables, wires, transformers, switching apparatus and other equipment over, under and across the Common Property and Lots for the purpose of providing utility services to the Development.

5) An easement is hereby granted to the Developer, without charge, for the purpose of erecting, maintaining, repairing and replacing temporary ground signs, banners and exterior lighting and other advertising and promotional displays over and across the Common Property (other than the Conservation Area) and the exterior of any structure or any Lot and Unit being used as a model for so long as the Developer, its successors, assigns and licensees, are engaged in the construction, sale or leasing of Units on any portion of the Development.

6) In the event that following the initial recordation of any Plat, the Declarant, or its successors or assigns, determines that inaccuracies exist or additional utility easements are required in the Plat or site plan, Declarant hereby reserves to itself, its successors and assigns, the right to re-record the Plat or site plan for the purpose of correcting any such inaccuracies and/or additions.

7) A nonexclusive easement is hereby declared, reserved and granted in perpetuity over the Common Property and Lots for the benefit of duly authorized agents and employees of the Village of Northbrook and any governmental Unit exercising jurisdiction over the subject premises for ingress and egress to and from the public right-of-way to and over any portion of the Common Property and Lots for the purpose of providing municipal services to all portions of the Common Property and Lots, and to enforce all applicable Village Laws, and any other applicable law.

8) The Common Property shall be subject to a perpetual easement in gross to the Board and the Association for the purpose of enabling and permitting the Board and the Association to properly perform their duties and responsibilities. The Board and the Association further have a perpetual easement in gross to enter upon a Lot where reasonably necessary in the judgment

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of the Board and/or the Association for the purpose of properly performing or executing a duty or responsibility of the Board and the Association in respect of other Owners, or of the Owners generally, or of the Common Property. The Developer also has an easement in gross for the purpose of enabling and permitting the Developer properly to perform and complete its duties and responsibilities as Developer. The Developer further has an easement in gross to enter upon a Lot where reasonably necessary, in the judgment of Developer, for the purpose of properly performing or executing a duty or responsibility of Developer in respect of other Owners, or of the Owners generally, or of the Common Property.

9) Subject to the provisions of Article XIV, Section 2, a nonexclusive easement for ingress and egress, in perpetuity, is hereby granted upon those portions of the Development shown as streets, roadways, alleys and access easements upon the Plat of Subdivision for **ANETS WOODS SUBDIVISION** for the Developer and all future Unit Owners of dwelling Units in the **ANETS WOODS SUBDIVISION** as well as all others lawfully on the Property.

10) In the event a Unit is constructed on a Lot in such a manner that a structure encroaches and/or overhangs (above, beneath, and/or at grade level) an adjoining Lot or the Common Area, the Owners of each Lot or Common Area hereby take title subject to a perpetual easement for any such overhang and/or encroachment, which easement is hereby reserved for Declarant and all Owners, and shall include the reasonable right of access thereto for inspection, maintenance, repair and/or replacement of all or a portion thereof. In the event of a fire or other casualty that results in a total or partial destruction of a Building, the Building shall be repaired or rebuilt in such a manner to permit such overhangs or encroachments to be re-established.

## ARTICLE X

### USE OF LOTS AND COMMON PROPERTY

1) No animals of any kind, except dogs, cats or common household pets, (pigs, livestock, poultry and reptiles shall not be considered common household pets) shall be kept, raised or maintained, in any part of a Unit or Lot or the Common Property. The Association reserves the right to adopt reasonable rules and regulations governing the keeping within any Unit of domestic dogs, cats and other household pets to prevent pets from becoming

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a nuisance to the Owners or Occupants of the **ANETS WOODS SUBDIVISION**. Owners shall comply with all applicable governmental laws and ordinances relating to the maintenance of pets and animals.

2) No clothes, sheets, blankets, or other articles of laundry shall be hung or exposed on any part of any Unit, Lot or Common Property.

3) The Owners or Occupants of Units shall keep their premises free and clear of rubbish, trash, garbage debris or other unsightly materials, or waste. Any such materials or waste must be kept in covered sanitary containers hidden from public view until removed from the premises.

4) There shall be no playing, lounging, parking of baby-carriages, playpens, swing-sets, bicycles, wagons, toys, vehicles, basketball hoops, trampolines, and the like or placing of benches or chairs on any of the Common Property, except for passive recreation activities as authorized or designated by the Association. Such activity shall not interfere with the peaceful enjoyment of the Common Property by others.

5) If any Owner or Occupant fails to maintain the Unit owned or occupied by him as herein provided, then the Association may, after fourteen (14) days' prior written notice to such defaulting Owner or Occupant, have such work done as may in the opinion of the Board, be necessary to keep such Unit in a condition conforming to the general quality of upkeep of the other Units in the Development, and the amount paid plus interest thereon shall be a charge against the Owner of the Unit on which said work was performed, and a lien of the Association against the Unit until paid in full.

6) Each Unit shall be used exclusively for private single family residential purposes.

7) There shall be no alteration of the Common Property and nothing shall be kept, stored, constructed, planted on, or removed therefrom, without the written consent of the Board, consistent with the preservation of the Development as a distinguished and superior residential community as represented by the Developer to the Village of Northbrook, in order to preserve the unique character of **ANETS WOODS SUBDIVISION**.

8) No Owner or Occupant shall permit anything to be done or kept in his Unit or on his Lot or in the Common Property which

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will result in injury or damage to the trees, bushes, or other planted vegetation on the Common Property or other Lots or which will result in an increase in the rate charged or in the cancellation of any insurance carried by the Association or which would be in violation of any law.

9) No sign of any kind shall be displayed to the public view on or from any part of the Development, without the prior written consent of the Board, except by Developer, provided that the Board's consent shall not be unreasonably withheld as to "For Sale" signs by Owners on their own Lot relating to the sale of their Unit.

10) No activity which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners or Occupants or may interfere with the use and enjoyment of the other Owners and Occupants or their Units on the Common Property, shall be allowed on any Lot subject to the Declaration, provided, however, the provisions of this paragraph shall not be applicable to the Developer when Developer is acting in accordance with its rights hereunder.

11) All Owners, Occupants and guests shall abide by this Declaration and the By-Laws of **ANETS WOODS HOMEOWNERS ASSOCIATION** and any rules and regulations adopted by the Board. If any Owner (either by his own conduct or by the conduct of any Occupant or guest), shall violate any of the covenants, restrictions or provisions of this Declaration or any rules or regulations adopted by the Board, and such violation shall continue after written notice or request to cure such violation from the Board, then the Board may pursue any available remedy at law or in equity to eliminate such violation.

12) Excepting minivans and small pick-up trucks, no truck, van, trailer, airplane, snowmobile, commercial vehicle, recreational vehicle, boat or other similar vehicle or water-borne vehicle may be maintained, stored or kept in the Development unless enclosed within a garage. Street parking shall be governed by applicable Village Laws. The term "commercial vehicle" shall include any vehicle which has a commercial message printed or otherwise displayed on it, or can otherwise be identified as used for commercial purposes.

13) No trailer, basement of an uncompleted Building, tent, shack, garage, barn, and no temporary Building or structure of any kind shall be used at any time for a residence either temporary or permanent nor shall any of the above be parked or placed on

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a Lot except by Developer during construction. Trailers, temporary Buildings or structures may be located in the Development by the Developer and used during construction but shall be removed upon the completion thereof.

14) No Unit shall be leased for a period more or less than one (1) year without the prior written approval of the Association. Any lease must be in writing and subject to the approval of the Association and a signed copy delivered to the Association within seven (7) days after its execution and at least seven (7) days prior to occupancy of the Unit. No Owner shall be permitted to lease his Unit to a second or subsequent lessee prior to the expiration of the one (1) year term of the previous lease unless a written request is submitted to and approved by the Board, setting forth a hardship to the Owner. In the event a hardship is granted, the Board may grant an extension of lease rights within its discretion. Any lessee of a Unit leased in accordance with this Declaration shall comply with the Declaration, By-Laws and the rules and regulations of the Association. No Unit shall be leased or used by an Owner for hotel or transient purposes and no portion of a Unit that is less than the entire Unit shall be leased. This Declaration, the By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Property shall be applicable to any person leasing a Unit and shall be deemed to be incorporated into any lease executed in connection with a Unit. The Association may prohibit a tenant from occupying a Unit until the Owner complies with the leasing requirements prescribed by this Article.

15) Except for television satellite dishes not exceeding twenty-four (24") inches in diameter which may be placed at locations approved in writing by the Association, no other exterior radio or television antennae, poles, rods, wires or other devices for reception of television, radio or other electrical transmissions or signals may be installed in the Development, unless installed inside of a Unit.

16) There shall be no burning of refuse, leaves or other materials on the Development.

17) Unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects shall be removed from the Development, subject to the provisions of the Conservation Area Management Plan.

18) There shall be no trampolines, basketball hoops, above ground pools, or other similar types of recreational



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equipment permitted on a Lot.

19) Nothing in the provisions of this Declaration shall require the removal or limit the use by the Developer of any structure existing on the Development on the date hereof. This provision shall include Developer's right to use one or more units as models, sales centers, and/or a construction office, as well as the temporary location of one or more construction or sales trailers.

20) No resident shall be permitted to store mobile storage bins on any portion of their lots for any period of time. The Board shall approve the location of any dumpsters on site, in the event a resident requires this for interior renovations.

## ARTICLE XI

### LANDSCAPING, LAWN MAINTENANCE AND SNOW REMOVAL

1) Except as set forth below, all landscaping, lawn, tree and shrubbery maintenance in the Development shall be performed by the Association as provided herein and no changes nor alterations shall be made therein except by approval of the Association. Maintenance of any landscaping or plantings within fenced or designated private areas of a Unit, such as enclosed gardens or patios, shall be provided by the Owner of the Unit at his or her sole expense. All other areas including the front, rear and side yards, if any, shall be landscaped and planted initially by the Developer and thereafter maintenance, including shrubbery trimming and lawn mowing, shall be performed by the Association. Irrespective of the date of closing or receipt of possession of a Unit by the initial Owner, the Owner shall be responsible for the removal and replacement of trees and shrubbery planted on his individual Lot by the Developer's landscape contractor after the expiration of the landscape contractor's warranty of one (1) year from date of planting. All costs of installation of additional landscaping, trees or shrubbery approved by the Association for installation by an individual Owner on that Owner's Lot, shall be the sole responsibility of the Owner, however, unless expressly stated otherwise by the Board, such landscaping, trees or shrubbery shall be maintained by the Association. Any additional landscaping approved by the Board, (but paid for by the Owner) shall be maintained by the Board, unless the Board determines otherwise in which case the Owner shall be responsible. The costs of maintaining the additional landscaping shall carry with it the

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costs of removal and/or replacement. If the burden of such maintenance, removal and/or replacement falls upon the Owner, and in the event an Owner fails to maintain, remove and/or replace such trees or shrubbery when necessary, the Association may, after thirty (30) days prior written notice, cause the appropriate removal and/or replacement to be performed and assess the cost thereof to the Owner.

2) The Association, through a private contract or otherwise, shall provide for cultivating, trimming and feeding evergreens, trees and shrubs; re-seeding, fertilizing, weed-control programs, spraying, feeding and trimming of trees, and planting of vegetation on the Common Property (other than the Conservation Area which shall be maintained in accordance with the specific provisions of the Management Plan, as set forth in Article XII). In the event that any trees in the Common Property must be removed, replaced, pruned or treated, such work shall be performed in accordance with the Village code regulating such tree removal or treatment, and those provisions set forth in this Declaration as they pertain to the Conservation Area; provided, however, that any such removal or treatment shall be in compliance with Chapter 25 of the Village Code, and provided further that any trees located in the Conservation Area may only be removed in accordance with the provisions of the Management Plan set forth as **Exhibit "E"** to this Declaration.

3) The responsibility of the Association for landscape maintenance and snow removal services shall commence upon the transfer of title of the Unit to the Purchaser. The Developer or Association may enter into an agreement with a third party to provide landscape maintenance and snow removal for all Units, and the Developer shall pay the pro rata share of such expenses for its then completed but unsold Units receiving such services.

4) If an Owner fails to pay any cost assessed by the Association pursuant to this Article XI, the Association may proceed against the Owner as prescribed in Article III hereof and shall have all remedies against the Owner as set forth therein.

5) The Association shall provide for the snow removal in the Development for private roads, driveways, sidewalks, and guest parking spaces for which all or a portion is located outside of the public right-of-way. The Association shall also be responsible for the general long term maintenance of the aforesaid guest parking areas. The Village of Northbrook shall provide snow removal service for all public roadways within the Development and the Association and Owners shall not in any way

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impede the snow removal operation of the Village of Northbrook on public roadways.

6) The Developer will install an automatic irrigation system to irrigate turf and vegetation in accordance with the development plans. Areas not otherwise serviced by the irrigation system shall be watered by hand, the cost of which shall be an Association expense, together with the costs of operating and maintaining the irrigation system. The automatic irrigation system will include quick coupling devices per the original approved irrigation plans, to allow the landscape maintenance contractor to connect hose for the purpose of hand-watering. To the extent that such spigots do not afford access to areas that are not otherwise watered by the irrigation system, the landscape maintenance contractor may use the exterior water spigot of a Unit in order to hand water plant materials that are immediately proximate to the same Unit. Any such water expense shall not be a cost to the Association.

## ARTICLE XII

### OWNERSHIP, INTENT, MAINTENANCE AND MANAGEMENT OF CONSERVATION AREA

1) All areas that are designated on the Plat as "Conservation Area" shall be owned, maintained and managed by the Association, or as directed by the Association, for the benefit of the Owners, the Association and such other parties as the Association may designate. Permanent signage shall be posted declaring the protected areas as "Private Conservation Area".

2) The intention of the Developer in creating the Conservation Area is to provide for the protection and preservation of this area as an amenity for the Association and its residents, and more broadly to support the Village's goals as set forth in Chapter 25 of the Village Code. Notwithstanding this provision, this Article is not to be construed or used to impose extraordinary obligations in the future that vary in a material manner from those in effect as of June 2016, pursuant to Chapter 25 of the Village Code; nor shall the provisions of this Article be construed to infer any rights or obligations of non-Association members with respect to the maintenance, use and/or enjoyment of the Conservation Area.

3) The Conservation Area has been created to also provide benefits to the Association and to the general public

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in the form of quiet enjoyment, noise buffering, screening, and shade; as well as to promote the health and well-being of the natural environment, including the provision of native habitats, prevention of erosion, and other benefits that accrue to forested areas. Notwithstanding the above, ownership and maintenance of the Conservation Area shall be vested solely with the Association, and the area shall be considered private property. The Association shall not be liable for any deliberate damage or destruction committed by the public or other trespassers; nor shall it assume any liability for injuries or other casualty experienced by trespassers. The Members of the Association shall have the right to their privacy and property rights protected and enforced pursuant to the laws of the Village of Northbrook.

4) The Association shall provide for the protection and maintenance of trees within the Conservation Area in accordance with the Conservation Area Management Plan attached as **Exhibit "E"** to this Declaration. The Association shall retain a third party professional forestry consultant to inspect, not less frequently than annually, the condition of the Conservation Area, and to compile a written report that sets forth the following: (a) trees whose condition has deteriorated to an unsafe or hazardous state; (b) whether any trees are known to have become diseased or infested with insects; (c) the condition of existing and/or new Heritage or Landmark trees located within the Conservancy Areas; and (d) recommendations for tree removal, pruning, and/or other treatments in accordance with the Conservation Area Management Plan. This report shall be furnished to the Association who shall retain these reports and furnish a copy to the Village Forester within thirty (30) of the report's completion date, and to any Association Member upon request. The Village Forester shall have the option to request an annual meeting with the Homeowners' Association to discuss the Conservation Area management report, but it is not an annual requirement.

5) Use of the Conservation Area shall be strictly limited by the following provisions:

A) No structures or walking paths, either temporary or permanent, shall be constructed or placed in the Conservation Area.

B) No part of any Conservation Area shall be used, directly or indirectly, for any storage purpose.

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C) No snowmobiles, dune buggies, motorcycles, four-wheel drive vehicles or other motorized vehicles shall be operated within the Conservation Area.

D) No electronic or gas powered insect killing devices shall be placed in any portion of the Conservation Area.

E) No removal, destruction or cutting of trees or plants or disturbance or change in the natural condition or habitat of the Conservation Area shall be undertaken by any party, except as set forth in this Article XII and further prescribed by the Conservation Area Management Plan, included as **Exhibit "E"** of this Declaration, and as permitted by the Village Code.

F) Natural vegetation shall be maintained wherever possible, and no new plantings or applications shall be permitted, except as set forth in this Article XII and **Exhibit "E"** of this Declaration, and as permitted by the Village Code. In no event shall nuisance or exotic, non-indigenous tree or plant species be introduced into the Conservation Area.

G) Any person or Member of the Association who is found by the Association to have violated the provisions of this Section shall be subject to a fine of not less than \$100.00 nor more than \$1,000.00 for each offense. Each day that any violation occurs or is maintained shall constitute a separate offense.

6) The Association's Board may appoint a sub-committee to oversee the administration and implementation of the provisions set forth in this Article XII with regards to the Conservation Areas, or these duties may be handled by the Board or Landscape Committee at the Board's discretion.

## ARTICLE XIII

### OWNERSHIP, MAINTENANCE AND MANAGEMENT OF STORMWATER DETENTION AREAS, UNDERGROUND UTILITIES, AND PRIVATE ROADS AND SIDEWALKS

1) The detention basins and the central detention pond, along with the improvements designated in **Exhibit "F"** and **Exhibit "G"** as "privately owned" shall be owned, maintained and managed by the Association, or as directed by the Association,

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for the benefit of the Owners, the Association and such other parties as the Association may designate.

2) **Exhibit "F"** depicts the privately-owned pavement areas within Anets Woods, including the northeast portion of Woodview Lane, the off-street guest parking areas, and the sidewalks within the pocket parks. The Association shall arrange for any necessary replacement, repairs, maintenance and snow-plowing of these privately-owned paved areas. The Association shall also provide for snow removal along the publicly-owned sidewalks. The costs of implementing the work in this paragraph shall be included in the Annual Operating Budget. The amount of replacement reserves included in the Annual Operating Budget shall be determined by the Board, provided that the reserve percentage collected annually, and the balance of such reserves is set forth and communicated in the Annual Budget provided to each association member. Any replacements or repairs not otherwise reserved for, may be levied as a special assessment pursuant to the provisions set forth herein.

3) **Exhibit "G"** depicts the privately-owned detention basins and detention pond, and the related storm sewer system including those storm sewers that are privately and publicly owned. The Association shall arrange for any necessary replacement, repairs, and maintenance for the detention basins, the detention pond and the privately-owned storm sewers. The costs of implementing the work in this paragraph shall be included in the Annual Operating Budget. The amount of replacement reserves included in the Annual Operating Budget shall be determined by the Board, provided that the reserve percentage collected annually, and the balance of such reserves is set forth and communicated in the Annual Budget provided to each association member. Any replacements or repairs not otherwise reserved for, may be levied as a special assessment pursuant to the provisions set forth herein.

4) Both the East and West Detention basins are wetland bottom basins that will require implementation of a 5-year wetland management plan from the date of installation, a copy of which is included as **Exhibit "H"**. The Developer shall commence the implementation of the management plan upon completion of the construction of the basins. Upon turnover of control of the development to the Association, the Association shall complete the implementation of the 5-year management plan, and shall thereafter maintain the basins in accordance with their original design. The costs of

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implementing the work in this paragraph shall be included in the Annual Operating Budget. The amount of replacement reserves included in the Annual Operating Budget shall be determined by the Board, provided that the reserve percentage collected annually, and the balance of such reserves is set forth and communicated in the Annual Budget provided to each association member. Any replacements or repairs not otherwise reserved for, may be levied as a special assessment pursuant to the provisions set forth herein.

5) The West Detention Basin includes a raised berm along its western side; the east slope of the west side shall include rip-rap for structural support. Due to the proximity of this raised berm/dam to a state arterial highway (Waukegan Road), this structure is classified as a Class II dam by the Illinois Department of Natural Resources (IDNR). The Association shall have the obligation to provide for the cost of implementing the "Dam Safety and Maintenance Plan" included as **Exhibit "I"** to this Declaration. The Association shall also have the obligation to provide for the cost of any emergency breaching of the Dam or emergency maintenance of the dam, as outlined in the "Emergency Action Plan" included as **Exhibit "J"** to this Declaration. **Exhibit "I"** outlines the inspection, reporting and maintenance requirements for the dam, including (1) the requirement for triennial engineering inspections and reports to the IDNR; (2) annual certifications by the Association regarding compliance with the maintenance plan; and (3) on-going maintenance procedures. **Exhibit "J"** outlines the emergency actions that the Association must follow in the unlikely event of a breach or potential breach in the dam. **Exhibit "J"** includes a notification flowchart of parties to be contacted, including the Village engineering, public works, fire and police departments, the Northbrook Park District, the IDNR and the Illinois Department of Transportation. The cost of implementing the Dam Safety and Maintenance Plan shall be included in the Annual Operating Budget for the Association, and sufficient reserves shall be held by the Association to cover the Association's obligation to provide for the cost of emergency breaching and/or maintenance of the dam as set forth herein.

## ARTICLE XIV

### INGRESS AND EGRESS

- 1) All Unit Owners and Occupants are hereby granted a

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perpetual ingress and egress easement for access to and from the **ANETS WOODS SUBDIVISION** for the benefit of all Owners and Occupants of Units in **ANETS WOODS SUBDIVISION** and for the benefit of their invitees. Said right shall not terminate in the event any portion of said streets sidewalk and paths are destroyed or damaged.

2) The Association, and all Owners and Occupants of the Units will have the right of ingress and egress over and upon the gated and private portion of Woodview Lane, which connects **ANETS WOODS** to Lee Road at the northeast corner of the **ANETS WOODS SUBDIVISION**. This gate is to be used exclusively by Owners, occupants, and emergency responders, and additionally, for the Association's snow removal contractor, and/or by personnel contracted to repair/service the gate or private road, as necessary. *No invitees, guests of Owners, no service personnel (except as noted above), nor members of the general public, shall be permitted to use or activate the traffic control gate on the private portion of Woodview Lane;* however, the Village of Northbrook is hereby granted a perpetual ingress and egress easement to provide for emergency and utility access to the Development. The Association shall have the right to levy a \$100 fine against any resident who violates this provision; and further, to revoke the right of use in the event of any repeat violation by any resident, occupant, guest or service personnel found in violation.

3) The Association, through a private contract or otherwise, shall provide for the repair, maintenance and snow plowing of the private portion of Woodview Lane and to provide for any necessary repair and maintenance of the traffic control gate.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

1) Each Unit and Lot shall be used exclusively as a single family residence of the Owner or Occupant and for no other purpose. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Development, nor shall window displays or advertising be maintained or permitted on any part of the Development or any Unit or Lot therein, nor shall any structure be erected on any portion



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of the Development by any Owner or Occupant.

2) Any violation of the rules and regulations adopted by the Association shall be deemed a violation of this Declaration and may be enforced or enjoined as provided in the Rules and Regulations, By-Laws or applicable provisions of this Declaration, or other applicable laws or ordinances.

3) The rights, privileges and powers herein granted to or retained by the Declarant shall be assignable to and inure to the benefit of any successor Declarant or the Association.

4) Each Lot and Unit, in addition to any other lien granted herein, may be subject to a lien under the Mechanics Lien Law, made and provided by the statutes of the State of Illinois, for services rendered or materials furnished by the Association in connection with improvements or repairs on such Lot and Unit.

5) In the event title to any Unit shall be conveyed to a title holding land trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holding trustee personally for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the Lot and Unit and proceeds of sale of the Lot and Unit notwithstanding any transfers of beneficial interest or in the title to such Lot and Unit. The trustee of any Trust owning a Unit shall, upon written request from the Association, supply the Association with the name or names of the beneficiary of the Trust.

6) The Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7) Invalidation of any one of these covenants, conditions, easements or restrictions by judgment or court order

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shall in no way affect any other provisions, which shall remain in full force and effect.

8) Each grantee of the Declarant by the acceptance of a deed of conveyance, and each Purchaser under articles of agreement for deed, accept the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of the Declarant, and the Association, created by this Declaration or by the Plat or deed restrictions hereto recorded; and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot or Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, henceforth.

9) At any time and from time to time while these covenants, conditions, restrictions, reservations, equitable servitudes, grants, easements and set back lines are in effect, this Declaration may be amended or revoked by the recording with the Cook County Recorder of Deeds, of any instrument declaring such amendment or revocation, which instrument shall be signed by the undersigned or its successors and assigns or by the then Owners of not less than two-thirds (2/3) of all the SFC Units in the Development, which Declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording; provided, however, that if the Developer or its successors and assigns shall hold legal title to any SFC Units (or Lots) in the Development, then an amendment or revocation signed by not less than two-thirds (2/3) of the Owners of such Units and/or Lots must also be signed by the undersigned Declarant, its successors or assigns and if not so signed such amendment or revocation shall not be valid. A certificate signed and acknowledged by the Cook County Recorder of Deeds or by an abstract or title company doing business in Cook County, Illinois that such instrument or amendment or revocation has been signed by the then Owners of not less than two-third (2/3rds) of such Lots and/or Units shall be deemed prima facie evidence that such instrument has been signed by the Owners of the required number of Lots and/or Units. A certificate confirming such amendment or revocation signed by the Association's Board of Directors or the undersigned Declarant or its successors or assigns shall likewise

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be prima facie evidence that the amendment revocation has been signed by the Owners of the required number of Lots and/or Units. In the voting provided for herein and in making amendments and revocations to this Declaration, each of said originally platted Lots shall be deemed a Unit and the Owner or Owners thereof shall be entitled to one (1) vote and shall count as one Owner in determining the number of votes and Owners. This paragraph is, however, subject to the provisions of Article II, paragraphs 3A and 3B hereof. Prior to the sale of all Units on the Property, Developer reserves the right to authorize such amendments to this Declaration as are not materially detrimental to the Unit Owners, and such amendments shall be effective when recorded with the Cook County Recorder of Deeds.

10) Developer hereby reserves for itself, its successors, assigns, licensees, and/or agents the right to engage in the construction of Units and sale of Lots which are or shall become subject to the provisions of this Declaration. In addition, the Developer, its successors, assigns, licensees, and/or agents shall be entitled to erect model Units, sales and production offices, including all appurtenant structures and lighting which, in the sole discretion of the Developer, shall assist it in the conduct of its business.

11) Until the first Board shall have been elected and qualified, all of the rights powers and obligations which by this Declaration shall be vested in the Association and its Board shall be deemed vested in and possessed by Developer. Until Developer's transfer and assignment of its rights, powers and obligations to the Association, all of the lien rights and other rights herein provided for in favor of the Association and its Board shall be possessed by the Developer as fully and effectively in every respect, without diminution of any kind, as said lien rights are to be possessed by the Association and its Board. All rights of the Developer shall be exercised without the consent of the Owners or the Association.

12) The Board shall have the authority and shall obtain a policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$1,000,000.00 for any one occurrence alleging bodily injury or property damage. The Board shall also provide statutory workers' compensation insurance, fidelity bond, if appropriate, and errors and omissions insurance for directors and officers, which policy or policies shall contain an endorsement providing that the rights of the named insureds

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shall not be prejudiced with respect to actions against other named insureds.

13) If any of the options, privileges, covenants or rights created by this Declaration or the By-Laws would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Governor of the State of Illinois on the date of execution hereof.

14) Neither the Developer/Declarant, nor its respective members, partners, representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's (or its respective member's, partner's, representative's or designee's) capacity as Developer, contractor, Owner, manager or Seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board, the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise out of a contract, either express or implied. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Buildings or improvements in the Development or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or failure to act of any Owner, Occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Development, or by reason of the failure to function, or the disrepair of, any utility service (heat, air conditioning, electricity, gas, water, cable television, sewage, etc.)

15) Notwithstanding any other provision herein, the Board may engage the services of a Managing Agent to manage the Property for the Association to the extent deemed advisable by the Board; provided, however, that it is expressly understood and agreed that the Declarant or the beneficiaries of the Declarant expressly reserve the right to designate an initial Managing Agent for a period not to exceed two (2) years from the date of the closing of the sale of the last Unit in the Development. The rights of the Board to designate a different Managing Agent shall

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be in all respects subject to any and all contractual rights resulting from such initial designation of Managing Agent by the Declarant.

16) The Board shall promulgate Rules and Regulations, including architectural and landscape controls from time to time, and the Owners agree to be bound and observe such rules and regulations, as well as the Articles of Incorporation and By-Laws of the Association.

17) Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Ownership is subject to such mortgage or trust deed. Upon receipt by the Association of written request from the mortgagee of any Unit revealing the mortgagee's interest in such Unit, and requesting notice of any condemnation or casualty loss which affects either a material portion of the Property or the Unit securing its mortgage, delinquent in excess of sixty (60) days in the payment of assessments or charges owed by the Owner of any Unit on which it holds a mortgage, a lapse, cancellation, or material modification of the Association's insurance; or proposed actions that require the consent of specified percentages of Unit Owners, the Association will provide notice thereof in a timely manner to said mortgagee. A financial statement will also be provided upon written request from such mortgagee.

18) The Directors of the Board and the officers thereof or of the Association and the Managing Agent shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers or Managing Agent. Such members or officers and the Managing Agent shall have no personal liability with respect to any contract made by them in good faith on behalf of the Association.

19) This Declaration shall be liberally construed as to facilitate and promote its objectives hereinabove set forth. Narrow, technical and literal construction of this instrument, inconsistent with the objectives of the Declarant, the Board and Owners shall be avoided.

20) The headings contained in this Declaration are for reference only and shall not in any way affect the meaning or interpretation of this Declaration.

21) Any notice required or desired to be given under the

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provisions of this Declaration to any Member, Owner or any other persons entitled to use the Common Property or any part thereof shall be deemed to have been properly served when mailed by certified or registered mail, return receipt requested, when deposited in the United States mail, postage prepaid, directed to the last known address for such person, all as shown on the books and records of the Association at the time such notice is given.

22) The Village of Northbrook shall have the right, but not the obligation, to enforce covenants or obligations of the Developer, Association and/or Owners of the Units or the Lots as defined and provided within the Declaration and further shall have the right, in accordance with all applicable laws, to enter upon the Lots and cure such default, or cause the same to be cured at the cost and expense of the Developer, Association, Unit Owners or other Owners of the Lots or Units. The Village of Northbrook shall also have the right to charge or place a lien upon a Lot or Unit for repayment for such costs and expenses, including reasonable attorneys' fees and costs in enforcing such obligations.

23) In the event there is at any time a conflict between any provision of this Declaration and any then effective provision of the Village Laws, the provision of the Village Laws then in effect shall prevail, to the extent that it is more restrictive than this Declaration. The Developer shall comply with all provisions of the Village Laws and any other federal, state, and local laws applicable to the Development.

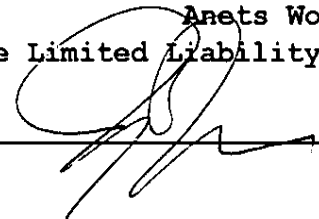
24) The Declarant/Developer reserves the right, prior to the date the initial meeting of Owners is held, to amend this Declaration so that it will comply with the legal requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the United States Veterans Administration or a similar agency or their respective successors and assigns.

25) Closing on the Purchase of a Unit shall be deemed consent by the Owner(s), or beneficial Owner, of the Unit for the Association to publish his/her/their name, address and telephone number in the Directory of Unit Owners published by the Association.

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THIS DECLARATION is executed this 16<sup>th</sup> day of April, 2018, by the Declarant, **Anets Woods LLC**, a Delaware limited liability company, as the Declarant and the Owner of the Real Estate.

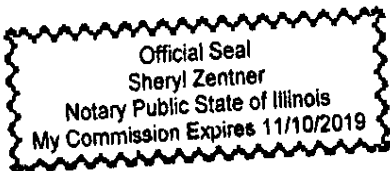
**Anets Woods LLC,**  
a Delaware Limited Liability Company

By: 

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Jerry Jones, Agent of **Anets Woods LLC**, a Delaware limited liability company, Manager, Declarant, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16<sup>th</sup> day of April, 2018.



  
Notary Public

This Document Was Prepared By And After Recording Made To:  
John J. Stocker, Esq.  
c/o Stocker and O'Neil LLP  
3501 N. Southport Ave., #490  
Chicago, Illinois 60657

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## EXHIBIT A LEGAL DESCRIPTION OF ANETS WOODS SUBDIVISION

LOTS 1 THROUGH 32 AND OUTLOTS A, B, C, D, E, F, G AND H IN ANETS WOODS, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10 AND THAT PART OF THE NORTH 20 ACRES OF THE NORTHEAST 1/4 OF SECTION 15, ALL IN TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 2016 AS DOCUMENT NUMBER 1630215140, IN COOK COUNTY, ILLINOIS.

### Property Index Numbers And Addresses

Lot	Address	PIN
1	1581 Woodview Lane	04-10-408-001-0000
2	1573 Woodview Lane	04-10-408-002-0000
3	1561 Woodview Lane	04-10-408-003-0000
4	1558 Woodview Lane	04-10-408-004-0000
5	1550 Woodview Lane	04-10-408-005-0000
6	1542 Woodview Lane	04-10-408-006-0000
7	1538 Woodview Lane	04-10-408-007-0000
8	1532 Woodview Lane	04-10-408-008-0000
9	1545 Woodview Lane	04-10-408-009-0000
10	1539 Woodview Lane	04-10-408-010-0000
11	1533 Woodview Lane	04-10-408-011-0000
12	1529 Woodview Lane	04-10-408-012-0000
13	1521 Woodview Lane	04-10-408-013-0000
14	1511 Woodview Lane	04-10-408-014-0000
15	1505 Woodview Lane	04-10-408-015-0000
16	1215 Woodview Lane	04-10-408-016-0000
17	1225 Woodview Lane	04-10-408-017-0000
18	1231 Woodview Lane	04-10-408-018-0000
19	1200 Woodview Lane	04-10-408-019-0000
20	1208 Woodview Lane	04-10-408-020-0000
21	1212 Woodview Lane	04-10-408-021-0000
22	1220 Woodview Lane	04-10-408-022-0000
23	1230 Woodview Lane	04-10-408-023-0000
24	1238 Woodview Lane	04-10-408-024-0000
25	1242 Woodview Lane	04-10-408-025-0000
26	1250 Woodview Lane	04-10-408-026-0000



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27	1256 Woodview Lane	04-10-408-027-0000
28	1260 Woodview Lane	04-10-408-028-0000
29	1560 Woodview Lane	04-10-408-029-0000
30	1568 Woodview Lane	04-10-408-030-0000
31	1572 Woodview Lane	04-10-408-031-0000
32	1588 Woodview Lane	04-10-408-032-0000
Outlot A		04-10-408-033-0000
Outlot B		04-10-408-034-0000
Outlot C		04-10-408-035-0000
Outlot D		04-10-408-036-0000
Outlot E		04-10-408-037-0000
Outlot F		04-10-408-038-0000
Outlot G		04-10-408-039-0000
Outlot H		04-10-408-040-0000

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**BY-LAWS OF THE  
ANETS WOODS  
HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**PURPOSES**

The purpose of **ANETS WOODS HOMEOWNERS ASSOCIATION**, an Illinois not-for-profit Corporation, (hereinafter referred to as the "Association"), shall be to maintain, operate and manage a residential Development with Single Family Units and improvements known as **ANETS WOODS** located in Northbrook, Illinois. The definitions of terms herein shall be consistent with the definitions of such terms set forth in the **DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR ANETS WOODS SUBDIVISION**.

**ARTICLE II**

**OFFICES**

The Corporation shall maintain in the State of Illinois a registered office and a registered agent at such office and may have other offices within or without the state.

**ARTICLE III**

**MEMBERS**

1) **MEMBERSHIP:** Every Owner of a Lot or dwelling Unit in **ANETS WOODS** shall be a Member of the Association without the right of withdrawal. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of the Unit shall be the sole qualification for membership.

2) **VOTING RIGHTS:** The Association shall have two classes of voting membership:

A. **CLASS A.** Class A Members shall be all Owners with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Unit owned. When more than one person holds ownership in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast

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with respect to any Unit. If the votes cast for a Unit conflict or are inconsistent the votes shall not be counted.

B. CLASS B. The Class B Member shall be the Developer, and it shall be entitled to ninety-six (96) votes less three (3) votes for each Unit closed, provided that Class B membership shall cease and be converted to Class A membership no later than December 31, 2021.

3) **TERMINATION OF MEMBERSHIP:** Upon the sale or transfer of a Unit or the termination of a beneficial interest in any trust holding title to a Unit, the former owner's membership in the Association is terminated.

4) **TRANSFER OF MEMBERSHIP:** Membership in this Association is not transferable or assignable to non-Unit Owners.

## ARTICLE IV

### MEETINGS OF MEMBERS

**SECTION 1. ANNUAL MEETING:** An annual meeting of the Members of the Association shall be held on or before May 30<sup>th</sup> of each year, beginning with the year 2019 or sooner as determined by the Board for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

**SECTION 2. SPECIAL MEETING:** Special meetings of the Members may be called either by the president, the Board of Directors, or not less than twenty (20%) percent of the Members having voting rights.

**SECTION 3. PLACE OF MEETING:** The Board of Directors may designate any place within the reasonable proximity of Northbrook, Illinois as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Illinois.

**SECTION 4. NOTICE OF MEETINGS:** Written notice stating the place, date and time of the meeting shall be delivered not less than seven (7) nor more than thirty-five (35) days before the date of such meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose for which

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the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered two (2) business days after it is deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Corporation, with postage thereon prepaid.

**SECTION 5. INFORMAL ACTION BY MEMBERS:** Any action required to be taken at a meeting of the Members of the Association, or any other action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by seventy-five (75%) percent of the Members entitled to vote with respect to the subject matter thereof.

**SECTION 6. QUORUM:** The Members holding twenty-five (25%) percent of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting to another date and time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting, withdrawal of Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

**SECTION 7. PROXIES.** Each Member entitled to vote at a meeting or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after eleven (11) months from its date, unless the proxy provides for a longer period.

## ARTICLE V

### BOARD OF DIRECTORS

**SECTION 1. GENERAL POWERS:** The affairs of the Association shall be managed by its Board of Directors.

**SECTION 2. NUMBER, TENURE and QUALIFICATIONS:**  
Prior to the first annual meeting the number of directors shall be three (3) and shall be appointed by the Developer. Said directors or their successors (who may also be appointed by the Developer) shall serve until such time as they are replaced by directors elected by the Members pursuant hereto.

At the first annual meeting of Members of the Association five

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(5) directors shall be elected by the Members comprising the Association. Three directors shall be elected for two year terms, and two directors shall be elected for one year terms.

Each director shall hold office until his or her term expires and until his or her successor shall have been elected and qualified. Directors need not be residents of Illinois or Members of the Association.

The Developer shall transfer control of the Association to the Members no later than December 31, 2020, or within one hundred twenty (120) days after seventy-five (75%) percent of the Units in ANETS WOODS have been conveyed, whichever first occurs.

**SECTION 3. REGULAR MEETINGS:** A regular annual meeting of the Board of Directors shall be held without other notice than these by-laws, immediately after, and at the same place as, the annual meeting of Members. At that meeting or such meeting thereafter, as agreed by the Board, the new officers shall be elected by the Board. The Board of Directors may provide by resolution the time and place, for the holding of additional regular meetings of the Board without other notice than such resolution.

**SECTION 4. SPECIAL MEETINGS:** Special meetings of the Board of Directors may be called by or at the request of the president or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place within a reasonable proximity of Northbrook, Illinois as the place for holding any special meeting of the Board so called.

**SECTION 5. NOTICE:** Notice of any special meeting of the Board of Directors shall be given at least five (5) days previously thereto by written notice to each Director at his or her address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered two (2) business days after it is deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram or an overnight delivery service such as Federal Express or UPS such notice shall be deemed to be delivered the next business day after the telegram is delivered to the telegraph company or the notice is delivered to the overnight delivery service. Notice of any special meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a

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Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

**SECTION 6. QUORUM:** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting to another date and time without further notice.

**SECTION 7. MANNER OF ACTING:** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these By-Laws, the Articles of Incorporation, or the Declaration.

**SECTION 8. VACANCIES:** Any vacancy occurring in the Board of Directors shall be filled by the Board of Directors unless the Articles of Incorporation, a statute, or these By-Laws provide that a vacancy or a directorship so created shall be filled in some other manner, in which event such provision shall control. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor.

**SECTION 9. COMPENSATION:** Directors shall not receive any salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for each regular or special meeting of the Board, provided that nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving reasonable compensation therefor.

## ARTICLE VI

### OFFICERS

**SECTION 1. OFFICERS:** The officers of the Association shall be president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a treasurer, a secretary, and such assistant treasurers, assistant secretaries or other officers as may be elected by the Board of

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Directors. Officers whose authority and duties are not prescribed in these By-Laws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary.

**SECTION 2. ELECTION AND TERM OF OFFICE:** The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

**SECTION 3. REMOVAL:** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**SECTION 4. PRESIDENT:** The president shall be the principal executive officer of the Association. Subject to the direction and control of the Board of Directors, he or she shall be in charge of the business and affairs of the Association, he or she shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which the responsibility is assigned to some other person by the Board of Directors, and in general, he or she shall discharge all duties incident to the office of the president and such other duties as may be prescribed by the Board of Directors. He or she shall preside at all meeting of the Members and of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, he or she may execute for the Association any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the



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instrument. He or she may vote all proxies and securities which the Association is entitled to vote except to the extent such authority shall be vested in a different officer or agent of the Association by the Board of Directors. The office of president shall not be held by the same person for more than two (2) consecutive terms.

**SECTION 5. VICE-PRESIDENT:** The vice-president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his or her duties as the president may direct and shall perform such other duties as from time to time may be assigned by the president or by the Board of Directors. In the absence of the president or in the event of the inability or refusal of the president to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the Board of Directors, or by the president if the Board of Directors has not made such a designation, or in the absence of any designation, then in the order of their seniority of tenure) shall perform the duties of the president and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, the vice-president (or any of them if there are more than one) may execute for the Association any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, and may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors according to the requirements of the form of the instrument.

**SECTION 6. TREASURER:** The treasurer shall be the principal accounting and financial officer of the Association. The Treasurer shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the Association; (b) have charge and custody of all funds and securities of the Association, and be responsible therefor, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the president or by the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such

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sum and with such surety or sureties as the Board of Directors shall determine.

**SECTION 7. SECRETARY:** The secretary shall record the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, be custodian of the corporate records and of the seal of the Association, if any, keep a register of the post office address of each Member which shall be furnished to the secretary by such Member, and perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the president or by the Board of Directors.

**SECTION 8. ASST. TREASURERS AND ASST. SECRETARIES:**

The assistant treasurers and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or by the president or the Board of Directors. If required by the Board of Directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

## ARTICLE VII

### COMMITTEES

**SECTION 1. COMMITTEES OF DIRECTORS:** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, including an Architectural Control Committee and Landscape Committee, each of which shall consist of two (2) or more members, which committees, to the extent not restricted by law, shall have and exercise the authority granted by the Board of Directors. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law. No act or resolution by any committee shall become binding until it is authorized by resolution of the Board.

**SECTION 2. OTHER COMMITTEES:** Other committees may also be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, Members of each such committee shall be Members of the Association, and the Board of Directors of the Association shall appoint the Members of the committees. Any Member thereof may be removed by the Board of

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Directors whenever in its judgment the best interests of the Association shall be served by such removal.

**SECTION 3. TERM OF OFFICE:** Each member of a committee shall continue as such until the next annual meeting of the Members of the Association and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member is removed from such committee, or unless such member shall cease to qualify as a member thereof.

**SECTION 4. CHAIRMAN:** One member of each committee shall be appointed chairman.

**SECTION 5. VACANCIES:** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**SECTION 6. QUORUM:** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**SECTION 7. RULES:** Each committee may adopt rules for its own proceedings not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

## ARTICLE VIII

### CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

**SECTION 1. CONTRACTS:** The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

**SECTION 2. CHECKS, DRAFTS, ETC:** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors, such

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instrument shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice-president of the Association.

**SECTION 3. DEPOSITS:** All funds of the Association shall be deposited from time to time to the credit of the Association in such federally insured banks, trust companies, or other depositories as the Board of Directors may select.

**SECTION 4. GIFTS:** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or, devise for the general purposes or for any special purpose of the Association.

## ARTICLE IX

### BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his agent or attorney for any proper purpose at any reasonable time.

## ARTICLE X

### FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

## ARTICLE XI

### ASSESSMENTS

**SECTION 1. DETERMINATION OF ASSESSMENTS:** The Board of Directors of the Association shall determine the amount of the Regular Assessment for each Unit on an Annual Basis, at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

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**SECTION 2. RESERVES and RIGHT TO COLLECT SPECIAL ASSESSMENTS:** The Regular Assessment shall include the collection of funds to be held in reserve and used for the payment of periodic maintenance, insurance deductibles, and/or the full or partial replacement of property improvements at the end of their useful life, in accordance with the Reserve provision set forth in the Homeowners Association Budget. The HOA Budget provides a list of budget categories for repairs, maintenance and replacements relative to the Association's Common Areas and individual residences, and the HOA Budget shall be allocated equally amongst the Units. The HOA Budget also establishes the estimated percentage of replacement value that will be collected and held in reserve for replacements and/or periodic maintenance subject to the following provisions: a) the Replacement costs are based on estimates that may vary from actual costs; b) the useful life estimates may also vary from actual; c) not all of the reserves are to be funded for full replacement and the portion of unfunded costs may be specially assessed at the time of the required replacement; and d) the Association shall have the right to modify its policies with respect to the percentage of full replacement costs that are collected and held in reserve. The Association's right to make changes to the replacement and reserve funding policy shall be made explicit to the Homeowners. Any change with respect to the percentage of full replacement costs that are collected and held in reserve that entails an increase or decrease in the percentage collected, greater than 25 percentage points shall require the affirmative vote of seventy (70%) percent of the owners who are affected by such proposed change. The latitude granted for establishing the percentage of replacement costs is

If the Board fails to fix the amount of an assessment as provided in above, each Owner shall be responsible for the payment of an amount equal to the assessment for the previous year.

The Board of Directors shall, upon written demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto showing the amount or amounts and the due date or dates if the assessment is to be paid in installments.

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**SECTION 4. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION:** If any assessment or part thereof is not paid within thirty (30) days after the due date, the total unpaid amount of all installments of such assessment shall immediately become due and payable and shall bear interest from the date of delinquency at four (4) points over the prime rate of interest charged by the Northern Trust Bank in Chicago, Illinois or the highest legal rate if the rate of prime plus four (4) points is usurious. The total unpaid amount of all such installments and interest thereon shall constitute a lien on the interest in the Unit of the Owner personally obligated to pay the same and upon the recording of notice thereof by the Board of Directors of the Association shall be a lien upon such Owner's interest in the Unit. The Association may, at its election, bring an action under applicable Illinois law, at law or in equity against the Owner personally obligated to pay the same in order to enforce payment and/or foreclose the lien against the lot and Unit subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or of his or her Unit. Notwithstanding the foregoing, the first mortgage encumbrance owned or held by a bank, insurance company, or savings and loan association, or other person or entity engaged in the business of making real estate loans, recorded against the interest of such

**SECTION 3. DUTIES:** The Board shall exercise all the powers and privileges and perform all of the duties and obligations of the Association, and shall provide for, collect and make payments from the assessment funds as is necessary.

period. coupled with the understanding that policies to collect less than the full replacement cost may require special assessments to fully fund the difference between the actual costs at the time of replacement, and the reserve amounts that have been collected up until that time. These provisions requiring not less than 70% approval to change the replacement reserve policy shall not be construed as a threshold for passing a special assessment, it being understood that this threshold is for changing the collection policy for future costs, and not for near term costs, defined as those that must be paid within the next twelve month

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- 15 -

The Association shall indemnify any Officer or Director who was or is a party, or is threatened to be made a party to any

## INDEMNIFICATION

### ARTICLE XV

The power to alter, amend, or repeal the By-Laws or adopt new By-Laws shall be vested in the Board of Directors unless otherwise provided in the Articles of Incorporation or the By-Laws. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given and upon the favorable vote of seventy (70%) percent of the directors. The By-Laws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or the Articles of Incorporation.

## AMENDMENTS

### ARTICLE XIV

Whenever any notice is required to be given under the provisions of the General Not-for-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## WAIVER OF NOTICE

### ARTICLE XIII

The corporate seal, if any, shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois".

## SEAL

### ARTICLE XII

Owner prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances, shall have priority, except as to the amount of assessments which become due and payable from and after the date on which the said mortgage owner or holder either takes up possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files a suit to foreclose its mortgage.

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To the extent that a Director, Officer, employee or agent of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to herein above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses

and reasonably entitled to indemnity for such expenses as the court shall deem proper. view of all the circumstances of the case, such person is fairly application that, despite the adjudication of liability, but in which such action or suit was brought shall determine upon Association, unless, and only to the extent that the court in or misconduct in the performance of his or her duty to the such person shall have been adjudged to be liable for negligence shall be made in respect to any claim, issue or matter as to which interests of the Association, provided that no indemnification reasonably believed to be in, or not opposed to, the best if such person acted in good faith and in a manner he or she connection with the defense or settlement of such action or suit, (fees) actually and reasonably incurred by such person in agent of the Association, against expenses (including attorneys' fact that such person is or was a Director, Officer, employee or Association to procure a judgment in its favor by reason of the pending or completed action or suit by or in the right of the party, or is threatened to be made a party to any threatened, The Association shall indemnify any person who was or is a

his or her conduct was unlawful. proceeding, that the person had reasonable cause to believe that Association or, with respect to any criminal action or believed to be in or not opposed to the best interests of the not act in good faith and in a manner which he or she reasonably shall not, of itself, create a presumption that the person did conviction, or upon a plea of nolo contendere or its equivalent, of any action, suit or proceeding by judgment, order, settlement, cause to believe his or her conduct was unlawful. The termination respect to any criminal action or proceeding, had no reasonable not opposed to, the best interests of the Association, and with faith and in a manner he or she reasonably believed to be in, or with such action, suit or proceeding, if such person acted in good actually and reasonably incurred by such person in connection attorneys' fees), judgments, fines and amounts paid in settlement or agent of the Association against expenses (including of the fact that he or she is or was a Director, Officer, employee than an action by or in the right of the Association) by reason threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other



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The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions hereof.

The indemnification provided hereby shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity or as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association is authorized to pay expenses incurred in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association.

(including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

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**ANETS WOODS HOMEOWNERS ASSOCIATION  
INITIAL ANNUAL OPERATING BUDGET**

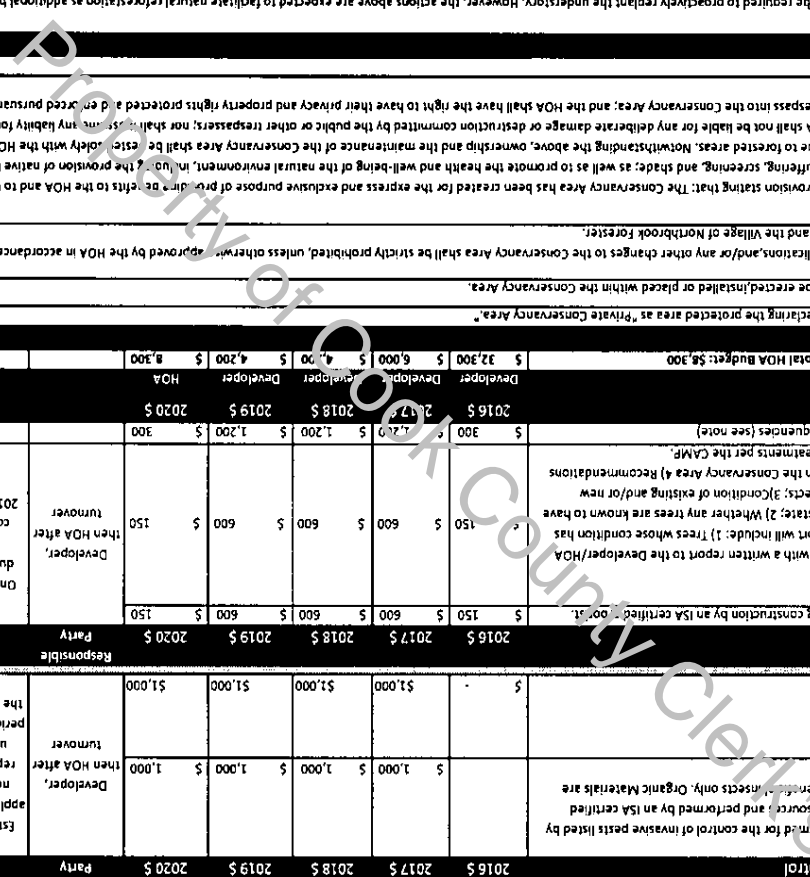
EXHIBIT C

Initial Annual	Annual Cost Per	Unit	Operating Budget	Per Unit	% Total
<b>ASSESSMENTS REVENUE</b>					
Regular Assessments	\$	96,457	\$	3,014	91.8%
Reserve Assessments	\$	8,604	\$	269	8.2%
<b>Total Assessments</b>	<b>\$</b>	<b>105,061</b>	<b>\$</b>	<b>3,283</b>	<b>273.60 100.0%</b>
<b>EXPENSES</b>					
<b>GENERAL &amp; ADMINISTRATIVE</b>					
Management Fee	\$	7,680	\$	240	7.3%
Legal & Accounting	\$	500	\$	16	0.5%
Postage	\$	500	\$	16	0.5%
Misc. Administrative	\$	500	\$	16	0.5%
<b>Sub-total: General Administrative</b>	<b>\$</b>	<b>9,180</b>	<b>\$</b>	<b>287</b>	<b>23.91 8.7%</b>
<b>INSURANCE</b>					
Liability Package	\$	2,250	\$	70	2.1%
Worker's Compensation	\$	650	\$	20	0.6%
<b>Sub-total: Insurance</b>	<b>\$</b>	<b>2,900</b>	<b>\$</b>	<b>91</b>	<b>7.55 2.8%</b>
<b>MAINTENANCE &amp; REPAIRS</b>					
Landscape Maintenance - Residential / Common / Cul de sac Island	\$	17,280	\$	540	16.4%
Landscape Replacement Costs	\$	5,000	\$	156	4.8%
Irrigation Systems Maintenance	\$	5,000	\$	156	4.8%
Pond & Dam Maintenance	\$	4,500	\$	141	4.3%
IDNR-OWR Dam Reporting	\$	1,667	\$	52	1.6%
Snow Removal - Private Roadway Area; Guest Parking; Driveways & Walks	\$	16,800	\$	525	16.0%
Snow Removal - Ice Control (Salting of driveways and guest parking)	\$	15,960	\$	499	15.2%
Common Area Electric, Water, and Gas	\$	6,500	\$	203	6.2%
Other Maintenance - Sealcoating Private Roadway and Driveways Reserves	\$	5,371	\$	168	5.1%
Other Maintenance - Lighting / Electrical	\$	500	\$	16	0.5%
Traffic Control Gate Maintenance	\$	500	\$	16	0.5%
Fences, Signs & Entry Monuments Repairs	\$	500	\$	16	0.5%
Pocket Park & Fire Pit Maintenance	\$	500	\$	16	0.5%
<b>Sub-total: Maintenance &amp; Repairs</b>	<b>\$</b>	<b>80,077</b>	<b>\$</b>	<b>2,502</b>	<b>208.54 76.2%</b>
<b>CONSERVATION AREA EXPENSES</b>					
Tree Pruning and Removals	\$	1,000	\$	31	1.0%
Insect & Disease Control	\$	1,000	\$	31	1.0%
Mulching	\$	2,000	\$	63	1.9%
Arborist Inspections and Reports	\$	300	\$	9	0.3%
<b>Sub-total: Conservation Area Expenses</b>	<b>\$</b>	<b>4,300</b>	<b>\$</b>	<b>134</b>	<b>11.20 4.1%</b>
<b>RESERVES</b>					
Capital Reserves for Major Repairs or Replacements	\$	8,604	\$	269	8.2%
<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>105,061</b>	<b>\$</b>	<b>3,283</b>	<b>273.60 100.0%</b>

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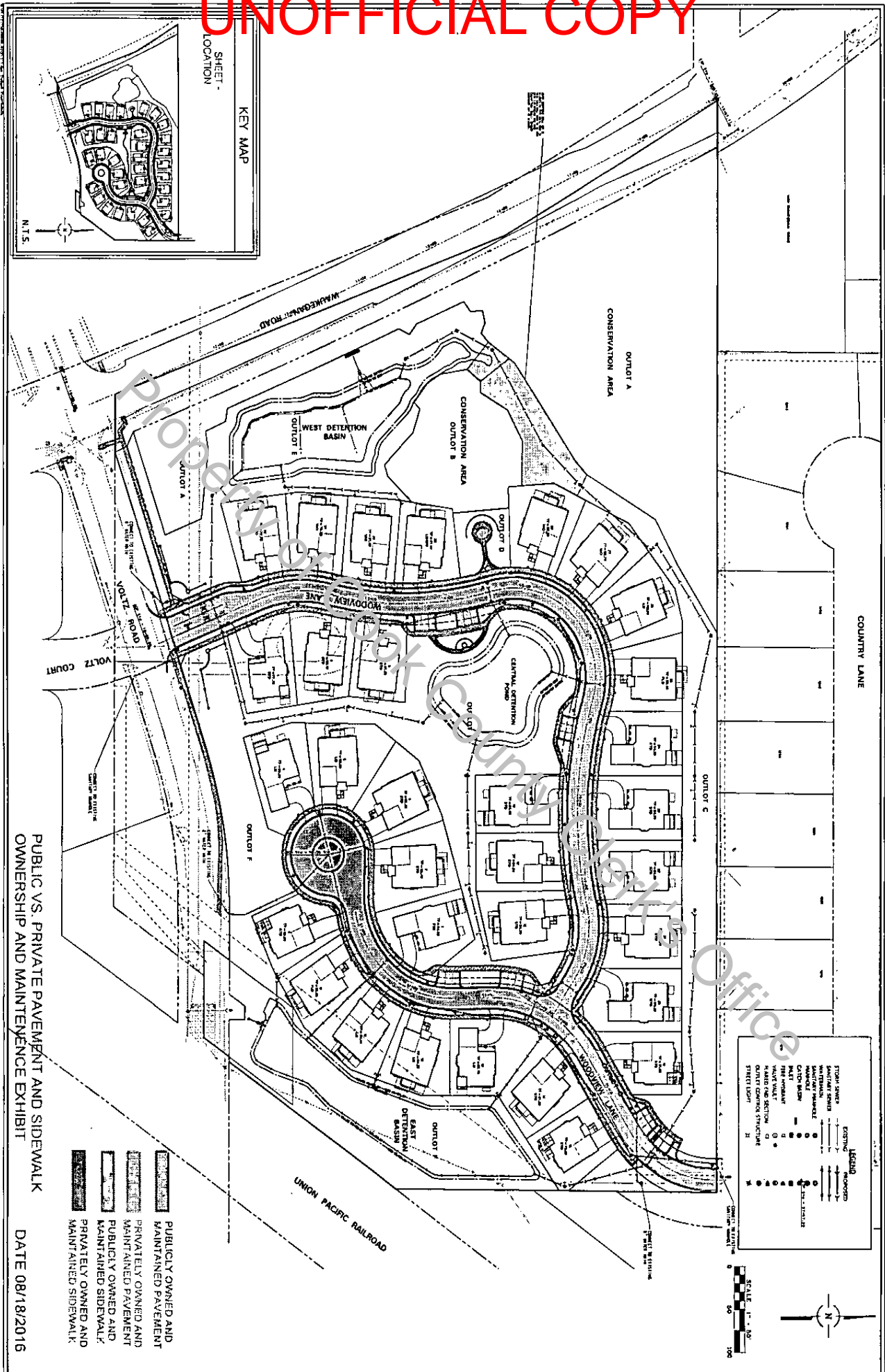
EXHIBIT E  
ANETS WOODS  
CONSERVATION AREA MANAGEMENT PLAN  
9/28/2016

TASK		2016	2017	2018	2019	2020	Frequency / Notes
Item	Woodland Clean-up	Developer	Developer	Developer	Developer	HOA	Initial work done during dormant season of the first year after construction begins; continued annual monitoring thereafter
	Sub-total	\$ 27,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	
	1a						Remove all non-vegetative debris (garbage) from forest floor
	1b	\$ 24,000					Remove select stumps of buckhorn and honeysuckle to ground floor
	1c						Remove the following that are 1 inch DBH or less to ground level: red cedar, mulberry, black locust and cottonwood
	1d						Remove garlic mustard prior to flowering
	1e						Whacking: Treat stumps w/ approved herbicide for invasive plants.
Item	Pruning and Removal	Developer	Developer	Developer	Developer	HOA	Pruning shall be performed per International Society of Arboriculture standards or Village of Northbrook guidelines; the pruning shall occur on as needed basis - only for safety concerns
	Sub-total	\$ 5,000	\$ 1,800	\$ -	\$ -	\$ 5,000	
	2a	\$ 5,000	\$ 1,800	\$ -	\$ -	\$ 5,000	Removals shall be performed under management of the Project ISA certified arborist; removals shall occur only when a tree is considered dead, diseased or hazardous per International Society of Arboriculture standards or has been identified by the forestry department of Northbrook
	2b						Developer until HOA turnover (assumed in 2020) a reserve amount of not less than \$5,000 and replenish in this amount, as used, over a 24 month period thru assessments as the HOA Board determines.
	2c						Developer, HOA to replenish this amount, as defined by OMI standards
	2d						As needed treatments shall be performed for the control of invasive pests listed by the Illinois Department of Natural Resources, and performed by an ISA certified arborist, using organic materials or botanical insecticides only. Organic Materials are defined by OMI standards
	2e						Developer, HOA to replenish this amount, as used, over a 24 month period thru assessments as the HOA Board determines.
Item	Inspections and Management	Developer	Developer	Developer	Developer	HOA	Inspections shall be performed during construction by an ISA certified arborist.
	Sub-total	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	
	3a		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	Developer, HOA to replenish this amount, as defined by OMI standards
	3b						Each inspection above shall conclude with a written report to the Developer/HOA and the Village Forester and the Report will include: 1) Trees whose condition has deteriorated to unsafe or hazardous state; 2) Whether any trees are known to have heritage or landmark trees located in the Conservancy Area 4) Recommendations for removal, pruning and/or other treatments per the CAMF.
	3c						Developer, HOA to replenish this amount, as defined by OMI standards
	3d						Developer, HOA to replenish this amount, as defined by OMI standards
	3e						Developer, HOA to replenish this amount, as defined by OMI standards
Item	OTHER PROVISIONS	Developer	Developer	Developer	Developer	HOA	Permanent signage shall be posted declaring the protected area as "Private Conservancy Area."
	Sub-total	\$ 32,300	\$ 6,000	\$ 4,200	\$ 4,200	\$ 8,300	
	4a						Developer, HOA to replenish this amount, as defined by OMI standards
	4b						Developer, HOA to replenish this amount, as defined by OMI standards
	4c						Developer, HOA to replenish this amount, as defined by OMI standards
	4d						Developer, HOA to replenish this amount, as defined by OMI standards
	4e						Developer, HOA to replenish this amount, as defined by OMI standards
Item	SUMMARY OF EXPENDITURES	Developer	Developer	Developer	Developer	HOA	2016-2019 Totals are Adjusted for frequencies (see note)
	Sub-total	\$ 300	\$ 7,200	\$ 1,200	\$ 1,200	\$ 300	
	4f						Developer, HOA to replenish this amount, as defined by OMI standards
	4g						Developer, HOA to replenish this amount, as defined by OMI standards
	4h						Developer, HOA to replenish this amount, as defined by OMI standards
	4i						Developer, HOA to replenish this amount, as defined by OMI standards
	4j						Developer, HOA to replenish this amount, as defined by OMI standards
Item	Understory Replanting	Developer	Developer	Developer	Developer	HOA	Neither Developer nor the HOA shall be required to proactively replant the understory. However, the actions above are expected to facilitate natural reforestation as additional benefits of the program.
	Sub-total	\$ 32,300	\$ 6,000	\$ 4,200	\$ 4,200	\$ 8,300	
	5a						Developer, HOA to replenish this amount, as defined by OMI standards
	5b						Developer, HOA to replenish this amount, as defined by OMI standards
	5c						Developer, HOA to replenish this amount, as defined by OMI standards
	5d						Developer, HOA to replenish this amount, as defined by OMI standards
	5e						Developer, HOA to replenish this amount, as defined by OMI standards



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EXHIBIT F



PUBLICLY OWNED AND MAINTAINED PAVEMENT AND SIDEWALK OWNERSHIP AND MAINTENANCE EXHIBIT

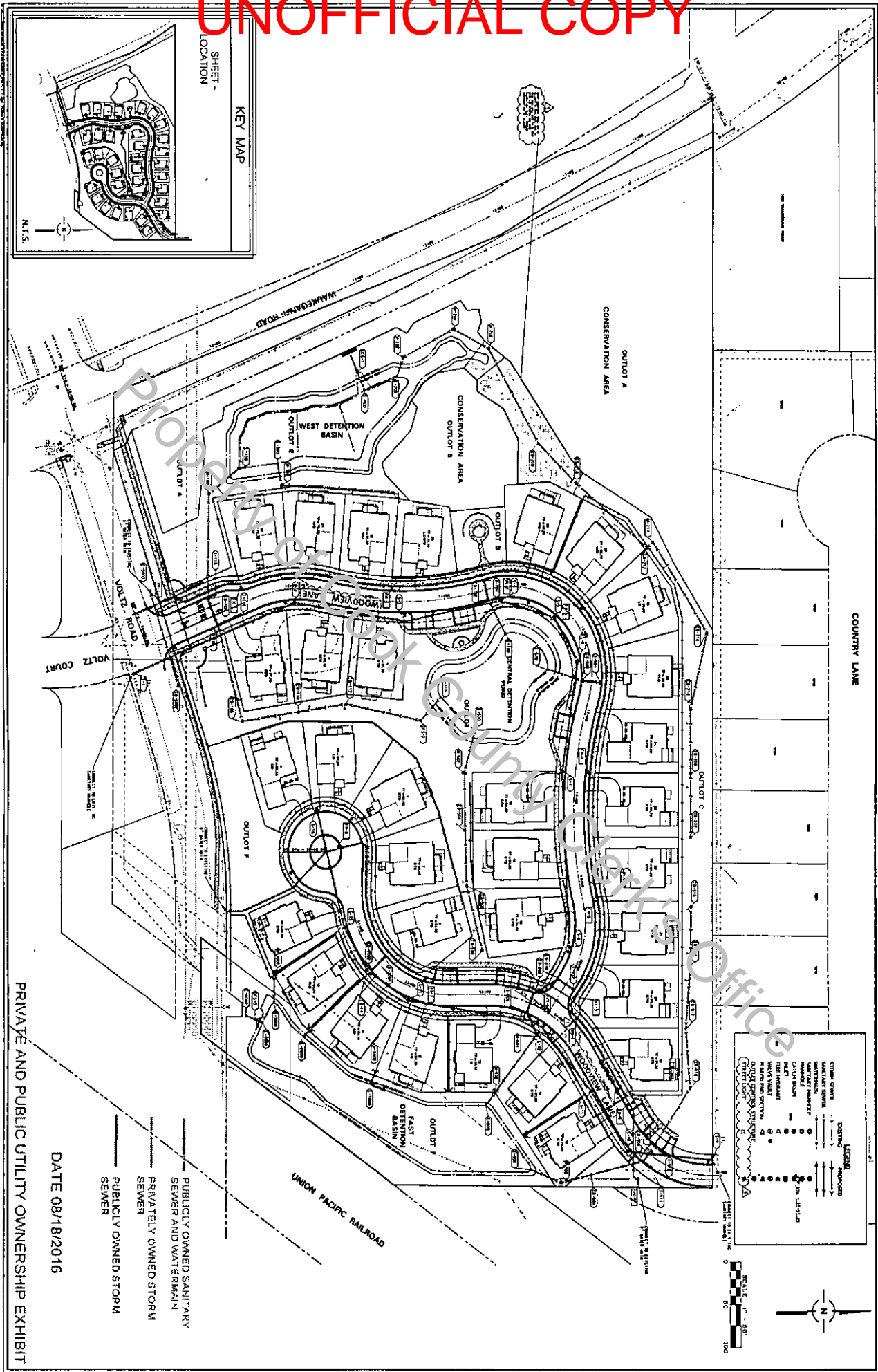
DATE 08/18/2016

- PUBLICLY OWNED AND MAINTAINED PAVEMENT AND SIDEWALK
- PRIVATELY OWNED AND MAINTAINED PAVEMENT AND SIDEWALK
- PUBLICLY OWNED AND MAINTAINED PAVEMENT AND SIDEWALK
- PRIVATELY OWNED AND MAINTAINED PAVEMENT AND SIDEWALK

	CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS 7513 W. 119th Road, Suite 400 Rosemont, Illinois 60018 Phone: (630) 584-6042 Fax: (630) 584-6043	OVERALL UTILITY PLAN  <b>ANETS WOODS</b> NORTHBROOK, ILLINOIS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"># 07/20/16 PER VELLACE</td> <td style="width: 50%;"></td> </tr> <tr> <td># 08/17/16 PER OWNER AND SPACECO</td> <td></td> </tr> <tr> <td>NO. DATE</td> <td>REMARKS</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	# 07/20/16 PER VELLACE		# 08/17/16 PER OWNER AND SPACECO		NO. DATE	REMARKS						
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# 08/17/16 PER OWNER AND SPACECO															
NO. DATE	REMARKS														

UNOFFICIAL COPY

EXHIBIT G



PRIVATE AND PUBLIC UTILITY OWNERSHIP EXHIBIT

DATE 08/18/2016

PUBLICLY OWNED SANITARY SEWER AND WATERMAIN  
 PRIVATELY OWNED STORM SEWER  
 PUBLICLY OWNED STORM SEWER

	CONSULTING ENGINEERS	OVERALL UTILITY PLAN
	SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	ANETS WOODS NORTHBROOK, ILLINOIS
9723 W. Higgins Road, Suite 100 Rosemont, IL 60018 Phone: (847) 696-4062 Fax: (847) 696-4053	07/21/16 PER VLLAZE 08/17/16 PER OWNER AND SPACECO NO. DATE REMARKS	NO. DATE REMARKS

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- This monitoring program includes a) proposed basin acceptance standards, b) annual monitoring of vegetation development, c) a proposed process for mid-course corrections, and d) annual reporting requirements to the Village on progress of vegetation development relative to the acceptance standards.
1. Reporting
    - a. The developer will provide the Village with notification 24-hours prior to the start of planting installation.
    - b. Following substantial completion, the developer will submit documentation that natural area landscape revegetation has been completed. Nursery packing lists indicating the species and quantities of materials installed will accompany this notice.
    - c. The annual report will include a location map, a summary of annual monitoring of observations, a description of management performed during the year, a tabular summary of annual progress relative to acceptance standards, representative photographs, and a list of recommendations for management during the upcoming year.
  2. Naturalized Landscape Acceptance Criteria
    - a. Within three months of seed installation (or three months after the start of the seeded growing season following dormant seeding), at least 90 percent of the seeded area, as measured by aerial cover, will be vegetated or otherwise stabilized against erosion.
    - b. Naturalized landscapes shall have no more than 0.25 square-meter devoid of vegetation, as measured by aerial coverage
    - c. Seeded areas shall have no rills or gullies greater than four inches wide by four inches deep, and basin shorelines shall not have more than six inches of cut as a result of erosion.
    - d. percent) and other wetland and prairie areas shall have a minimum of 35 percent ground cover (avg. 60 percent) by perennial species in the approved plant list and/or native species with native coefficient of conservation (C-) values of at least 2 (per Swink and Wilhelm 1994 or more current version).
    - e. Naturalized landscapes shall have a minimum of 30 percent presence by perennial species seeded or planted for the permanent matrix and/or native species with C-value of at least 2 (per Swink and Wilhelm 1994 or more current version).
    - f. Installed woody materials shall be alive, in healthy condition, and representative of the species.
    - g. No more than 25 percent cover in any specific plant community (e.g., emergent zone, prairie slope zone) shall be individually or collectively dominated by non-native or weedy species.
    - h. None of the three-most dominant species may be non-native or weedy, including but not limited to Canada thistle (*Cirsium arvense*), common reed (*Phragmites australis*), reed canarygrass (*Phalaris arundinacea*), sweet clover (*Mellilotus* spp.), Kentucky bluegrass (*Poa pratensis*), purple loosestrife (*Lythrum salicaria*), barnyard grass (*Echinochloa crus-galli*) or sandbar willow (*Salix interior*) unless otherwise indicated on the approved planting plan.
    - i. Cattails (*Typha* spp.) do not count towards the 25 percent weed criterion provided they represent no more than 20 percent cover.
    - j. All (100 percent) of the woody plantings installed within the natural area shall be

## WETLAND MANAGEMENT PLAN

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3. Responsible Parties
- a. The permittee will be responsible for ensuring vegetation establishment is progressing and for funding and implementing the three-year (minimum) "near-term" management and maintenance plan for establishing a naturalized landscape associated with the proposed project. The permittee may elect to contract management and maintenance services to a third party to ensure proper implementation.
  - b. Following Village verification that the site has achieved the landscape acceptance criteria, management of the naturalized landscape in the long-term will be performed by the Homeowners association.
4. Monitoring Methodology
- a. Monitoring shall be performed for a minimum of three years after planting is substantially complete, and until acceptance standards are met, as verified by the Village.
  - b. Annual vegetation monitoring will occur in August, September, or early October. Meander survey methodology will involve taking five to 10 representative site photographs (total) and a review of at least 20 percent of each vegetative community to identify the following:
    - a. the limits of all vegetation areas by general community type and dominant species within each planting zone (e.g., wetland and prairie zones),
    - b. all plant species (native and non-native) in each planting zone,
    - c. the five most dominant species within each planting zone,
    - d. the percent survival of planted species,
    - e. the approximate percent ground cover by perennial species (with C-value of 2 or higher) within each planting zone,
    - f. erosion and sedimentation problems,
    - g. water level or drainage problems,
    - h. areas of bare soil larger than 0.25 square-meter, and
    - i. observations on specific management strategies necessary to achieve acceptance requirements.
5. Near-term Management: The following management program should be revised as appropriate to reflect mowing as the primary maintenance technique if the developer chooses to do so. As mentioned in email correspondence with the petitioner, the evergreen species that are within the low-profile prairie area should remain a deciduous species if burning is the maintenance technique selected.
- k. A long-term Operation and Maintenance (O&M) plan will be submitted for Village review and approval as a condition of landscape performance acceptance.

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July 7, 2016

Property of Cook County Clerk's Office

NORTHBROOK, ILLINOIS  
COOK COUNTY

ANETS WOODS WEST BASIN

DAM SAFETY  
OPERATION AND MAINTENANCE PLAN

EXHIBIT I



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Hazard Classification and Downstream Community		2
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**ANETS WOODS WEST BASIN  
 OPERATION AND MAINTENANCE PLAN  
 NORTHBROOK, COOK COUNTY, ILLINOIS**

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Thus it is a requirement of all dam owners who have dams which fall under the jurisdiction of the Illinois Department of Natural Resources to operate and maintain them safely. As a dam owner the Anets Woods Homeowners' Association is responsible for the safety of the public and for maintaining the structures associated with the Anets Woods West Basin Dam. The overall public interest is served by providing a document to serve as a basis for the safe and economical operation and maintenance of the dam during both emergency and day-to-day conditions.

5) As a condition of each permit, the dam owner shall submit a maintenance plan detailing the procedures and schedules to be followed to maintain the dam and its appurtenances in a reasonable state of repair."

4) An applicant for a Class I or II dam shall submit an operational plan specifying the method and schedule for the operation of the dam and the routine operating procedures to keep the dam in good working order, including an emergency warning plan." And

Part 3702 of the 17 Illinois Administrative Code, Chapter I entitled the "Construction and Maintenance of Dams" details the requirements to obtain a permit for the construction, operation, and maintenance of a dam. Section 3702.40 b) includes the following statements:

"The Department is authorized to carry out inspections of any dam within the State, and to establish standards and issue permits for the safe construction of new dams and the reconstruction, repair, operation and maintenance of all existing dams." (emphasis added).

## Reasons for Development and Dissemination of O&M Plan

This operation and maintenance (O&M) plan has been prepared to assist the Anets Woods Homeowners' Association in successfully operating the Anets Woods West Basin. The information contained herein is intended to familiarize personnel with the overall normal operation and maintenance of the basin.

## SECTION 1 - GENERAL

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## SECTION 2 – INFORMATION ABOUT THE DAM

### Location

Anets Woods West Basin is located on the northeast corner of Waukegan Road (IL Route 43) and Voltz Road in Northbrook, IL. The site is in the southeast corner of section 10 township 42N range 12E in Cook County. More specifically, the site is located at 42° 7'26" degrees north and 87°48'46" degrees west. Figure 1 shows the general vicinity of the dam.

### Description of Dam

The proposed Anets Woods West Basin dam will be 8' high with an impoundment capacity of 1.87 acre-ft at the design high water level (HWL) of 665.00'. The basin will be a wet bottom basin with a normal water level (NWL) elevation of 661.00' and a bottom elevation of 660.00'. The basin will have 7.94 acres of tributary area, contained entirely within the proposed development footprint. Of that tributary area, 2.99 acres will be routed through an upstream detention facility before reaching the West Basin. Runoff will be routed to the West Basin via overland flow and proposed storm sewer. The basin outlet is a RCP with a 5' restrictor manhole containing a baffle weir and 5.3" orifice. Outflow from the restrictor flows over a level-spreader before entering the roadside ditch along Waukegan Road. The overflow spillway is 10' wide with 1:1 side slopes. The base of the spillway is at an elevation of 666.0'. The top of the dam is 666.5'. The purpose of the basin is to satisfy local stormwater ordinances regulating allowable runoff release from land development.

### Hazard Classification and Downstream Community

The Anets Woods West Basin dam is classified as a CLASS II, MODERATE HAZARD POTENTIAL, SMALL-SIZE dam due to the proximity of Waukegan Road (IL Route 43). The downstream community that would be affected by a failure of the dam is the Village of Northbrook

### Purpose of the Dam

The purpose of the Anets Woods West Basin is to detain water for purposes of stormwater management to satisfy requirements of the MWRD and Village of Northbrook ordinances.

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PERTINENT DATA	
666.50	Earth Embankment
4:1	Feet-NGVD
3:1	Feet-NGVD
3	Feet
660.00	RESEVOIR
661.00	Bottom of Pool
665.00	Normal Water Level
665.00	Design High Water Level
0.25	Normal Pool Storage
1.62	HWL Storage
1.87	Total Storage
659.00	PRIMARY OUTLET
5.3	Type
5.3	Orifice size
659.00	Elevation
666.00	OVERFLOW SPILLWAY
666.00	Type
666.50	Invert Elevation
666.50	Top Elevation
10	Bottom Width
666.00	Broad-Crested Weir
666.00	Feet-NGVD
666.00	Feet-NGVD
666.00	Feet-NGVD
666.00	Restrictor Manhole
666.00	Inches
666.00	Feet-NGVD

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- The Anets Woods Homeowners' Association is responsible for ensuring that the Anets Woods West Basin Dam is inspected according to the requirements of the INDR-OWR. Inspections are to be conducted by a qualified engineer. The inspections will provide a thorough evaluation of the condition of the dam and appurtenances. All engineering inspection reports must be signed and sealed by an Illinois Registered Professional Engineer. Appendix A is an example of the inspection report form which is to be utilized for these inspections.
1. Frequency: The Anets Woods West Basin is classified as a CLASS II, MODERATE HAZARD POTENTIAL SMALL-SIZED dam. The owner of a Class II dam shall submit the report every three years on the latest edition of forms furnished by OWR as shown in appendix A. In the intervals between the engineer or other qualified personnel reports on Class II dams, the owner shall file with OWR an annual statement on forms furnished by OWR stating that he is maintaining the dam in accordance with the maintenance plan prepared by his engineer or other qualified personnel and indicating any change in land use which may have occurred in the 100-year flood plain within the previously accepted limits downstream of the dam.
  2. Inspection items: The engineer will thoroughly inspect the items noted under Operation and Maintenance Inspector in addition to the following items:
    - a. Earth Embankment - Walk the crest, side slopes, downstream toe and upstream toe or at the waterline of the dam concentrating on surface erosion, seepage, cracks, settlements, slumps, slides, and animal burrows. These are described as follows:
      - Surface Erosion - Removal of vegetative cover by water action or pedestrian or vehicle usage forming deep ruts or gullies.
      - Seepage - The passage of water through and/or underneath the earth embankment abutment and natural groundline or at the contact between the embankment and outlet works can be indicated by cattails or other wet environmental vegetation, erosion channelization, or slumping on the embankment face.
      - Cracks - Deep cracks usually indicate the movement of the dam and/or the foundation and can be in either the longitudinal (along the length of the dam) or transverse (across the dam) directions. Cracking can be an indicator of the beginning of slumps. Shallow cracks may develop during the summer when the surface soils of the embankment become severely dried and are usually of no concern in regard to the safety of the dam.
      - Settlement - Settlement is indicated by depressions or low spots and can be signs of consolidation of the dam or foundation or the loss of material beneath the settlement area.

## Engineering Inspection

### SECTION 3 - INSPECTION ACTIVITIES

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The emergency action plan should be reviewed annually to assure that all contacts, addresses, telephone numbers, etc. are current. Changes to the plan should be made as appropriate but only with the concurrence of the Department of Natural Resources, Office of Water Resources. Copies of any revisions shall be provided to IDNR-OWR.

## Review of Emergency Action Plan

- to the Illinois Department of Natural Resources, Office of Water Resources.
3. Records: The Dam Inspection Report form, Appendix A, will be completed by the inspecting engineer and will be signed and sealed by an Illinois Registered Professional Engineer. This report will document problem areas and deficiencies; recommend remedial actions for problem areas; and establish time requirements for dealing with the problems. The original report will be retained in the Anets Woods Homeowners' Association file and a copy of the report will be submitted to the Illinois Department of Natural Resources, Office of Water Resources.
- f. Downstream Floodplain - Check the floodplain downstream of the dam for a distance of at least 100 feet for signs of seepage or boils.
  - e. Overflow Spillway - Check for settlement or other damage to the spillway crest. Check for any logs, tree or brush growth, and other debris in the spillway, upstream and downstream areas which may restrict the flow of water.
  - d. Rip Rap - Check to make sure that the rip rap is remaining in a uniform position. Freeze/thaw action or flow over the rip rap may tend to lift or fracture it, thus requiring replacement or leveling to maintain the necessary level of protection. NO trees or woody vegetation should be growing through the rip rap.
  - c. Outlet Works - Check for any debris or other obstructions within the basin which may block or restrict the free flow of water. Check for the development of any rusty areas on the concrete pipes or manhole, and seepage, cracking, breaking, or spalling of the concrete. Check for any erosion occurring at the embankment/structure junction.
  - b. Vegetation - Grass should be at thick vigorous growth to stabilize embankment soils and prevent erosion from occurring. Note the height of the grass; if greater than 1 foot, a mowing of the area should be scheduled before the next inspection. There should be NO trees on the earth embankment and slopes.
  - a. Slumps/Slides - Slow or sudden movements of the earth embankment slope on either face toward the toe of the dam. If seepage indicates the presence of soil particles, or if deep cracks, settlement, slumps, or slides are noticed, a qualified engineer should be contacted immediately for consultation.
  - Animal Burrows - Animal burrows result in a loss of earth embankment material and can provide seepage paths for water through the embankment.

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Timely repairs are critical and must be completed after problem areas have been identified. The Anets Woods Homeowners' Association is to perform the work required to correct items noted in the operation and maintenance and engineering inspections. Such items include mowing, seeding, tree and brush removal, replacing riprap, clearing debris, etc. The maintenance activities specified in the following sections are minimum requirements. NOTE: NO alterations or repairs to structural elements should be made without the assistance of a qualified engineer and the concurrence of the Illinois Department of Natural Resources, Office of Water Resources.

## SECTION 4 – MAINTENANCE ACTIVITIES

1. Debris: Remove all trash, logs and other debris which may obstruct flow into primary restrictor outlet or overflow spillway.
2. Rip Rap: Replace or level rip rap as needed to provide adequate protection against erosion.
3. Vegetation Control:
  - i. A good grass cover on the embankment should be maintained by seeding, fertilizing and mulching areas which are refilled, barren, or thinly vegetated. Seeding mixtures used for maintenance reseeding shall result in a cover compatible with adjacent cover.
  - ii. Grassed areas such as the embankment and areas beyond the embankment toes should be mowed at least twice annually and at any time the height of the grass exceeds 1 foot.
  - iii. All eroded areas should be filled and compacted, reseeded, fertilized and mulched to establish a thick erosion resistant cover.
  - iv. All trees and brush on the dam embankment should be removed to prevent development of a root system which could provide seepage paths.
  - v. All trees and brush should be removed from the outlet channel to a distance of approximately 100 feet downstream from the stilling basin.
4. Animal Damage: Rodent holes should be filled with compacted clayey dirt and reseeded. If rodents become a nuisance, an effective rodent control program as approved by the Illinois Department of Natural Resources, District Wildlife Biologist should be implemented.

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July 7, 2016

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NORTHBROOK, ILLINOIS  
COOK COUNTY

**ANETS WOODS WEST BASIN**

EMERGENCY ACTION PLAN

EXHIBIT J



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**LIST OF FIGURES**  
Location Map  
Inundation Maps

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SECTION 3 – EMERGENCY DETECTION, EVALUATION AND CLASSIFICATION ..... 5

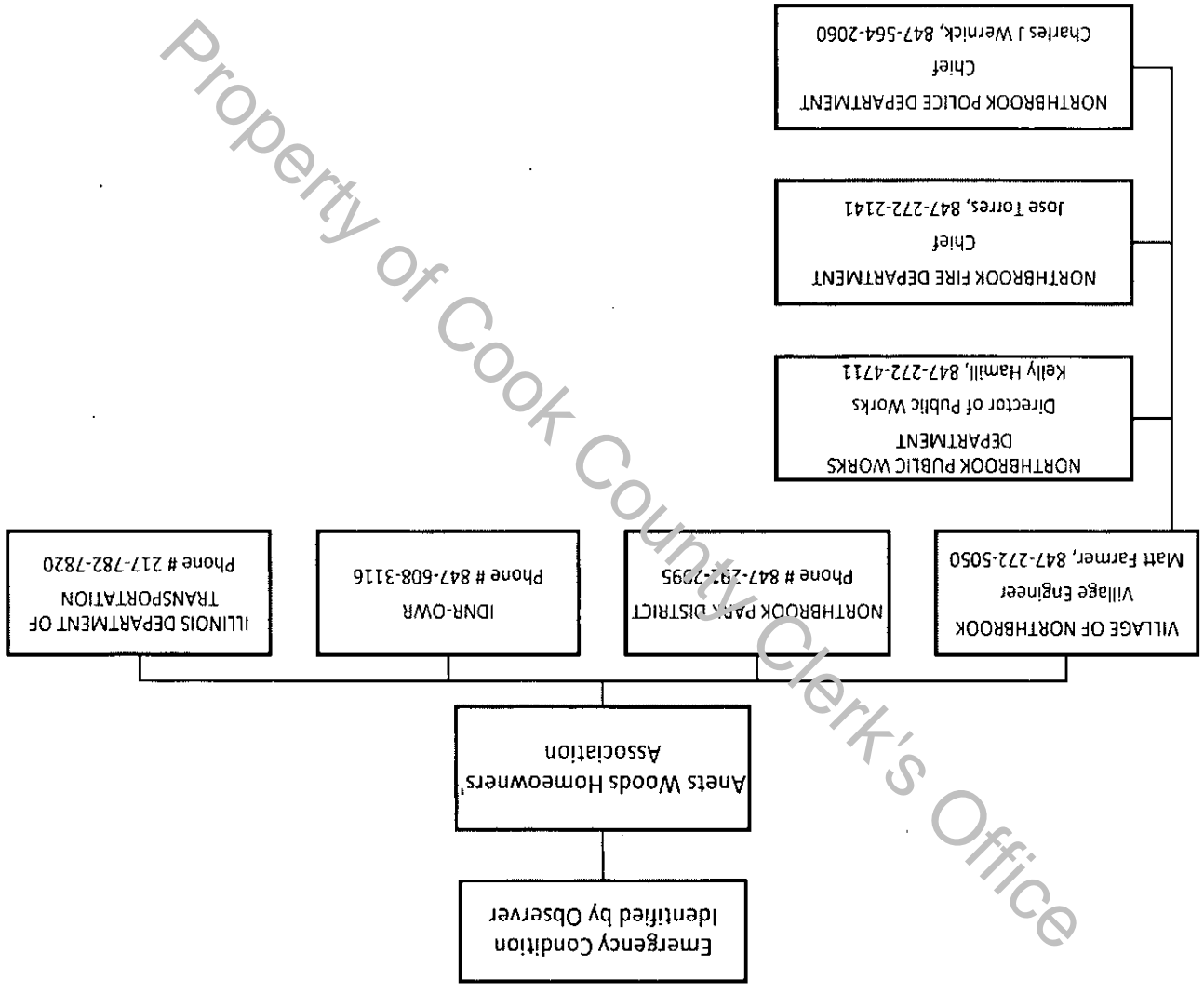
Detection and Evaluation ..... 6

Classification ..... 5

**EMERGENCY ACTION PLAN  
ANETS WOODS WEST BASIN  
NORTHBROOK, COOK COUNTY, ILLINOIS**

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EMERGENCY NOTIFICATION FLOWCHART

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"4) An applicant for a Class I or II dam shall submit an operational plan specifying the method and schedule for the operation of the dam and the routine operating procedures to keep the dam in good working order, including an emergency warning plan. The emergency warning plan must outline the procedures to be followed during major storm events or other emergency situations. Under this plan, a person designated by the dam owner would monitor dam conditions, and would warn appropriate state and local officials if major problems require immediate repairs and would indicate how the owner plans to accomplish the needed repairs, and indicate if evacuation of persons in areas downstream of the dam may be necessary."

Part 3702 of the 17 Illinois Administrative Code, Chapter I entitled the "Construction and Maintenance of Dams" details the requirements to obtain a permit for the construction, operation, and maintenance of a dam. Section 3702.40 b) includes the following statement:

**Reasons for Development of the EAP**

The purpose of this Emergency Action Plan (EAP) is to safeguard the lives and reduce damage to the property of the citizens of Northbrook downstream of the Anets Woods West Basin in the event of failure.

**SECTION 1 – STATEMENT OF PURPOSE**

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## SECTION 2 – PROJECT DESCRIPTION

### Location

Anets Woods West Basin is located on the northeast corner of Waukegan Road (IL Route 43) and Voltz Road in Northbrook, IL. The site is in the southeast corner of section 10 township 42N range 12E in Cook County. More specifically, the site is located at 42° 7'26" degrees north and 87° 48'46" degrees west. The Location Map shows the general vicinity of the dam.

### Description of Dam

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### Hazard Classification and Downstream Community

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**General Responsibilities Under the Plan**

The Anets Woods West Basin is owned by the Anets Woods Homeowners' Association (AWHOA). The Anets Woods Homeowners' Association will initiate any emergency action procedures as outlined in this plan.

If an emergency at the dam should occur, the AWHO shall be notified immediately. The AWHO will evaluate the emergency, then contact the Village of Northbrook, IDNR-OWR, and the Illinois Department of Transportation.

Upon notification, the Village Engineer will contact the Police and Fire Departments and Public Works. Depending on the condition of the emergency the Police and Fire Departments will (1) Prepare emergency management personnel for possible evacuations that may be needed or (2) Carry out the evacuation of people and close roads within the evacuation area. Public Works will assist in road closures and other non-emergency activities throughout the Village.

The Northbrook Park District will be responsible for cancellation and/or rescheduling of park activities.

Contact information is included in the Emergency Notification Flowchart on page 1.

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Potential Failure Situation is Developing (Condition B): Generally, this situation should convey the impression that "some amount of time" is still available for further analyses/decisions to be made before failure of the dam or water retaining structure is considered a foregone conclusion. This is a situation where a failure may eventually occur, but pre-planned actions taken during certain events (such as major floods, earthquakes, evidence of piping, etc.) may moderate or alleviate failure. Even if failure is inevitable, more time is generally available than in a "failure has occurred" situation to issue warnings and/or take preparedness actions. When a situation is observed that may lead to a failure if left unattended, but there is no immediate danger, the dam owner should issue a warning that a "potential failure situation is developing". The dam owner should assess the situation and determine the urgency of the emergency situation. Based on the dam owner's assessment (and as a result of prior coordination with the appropriate authorities), the authorities should be placed on alert and it is up to the authorities to determine the appropriate course of action. If it appears that a situation may take days or weeks before it could

The definitions of the two conditions are as follows:

- Failure is Imminent or Has Occurred (Condition A): Generally, this situation should convey the impression that "time has run out" with respect to the failure of the dam or water retaining structure. This is a situation where a failure either has occurred, is occurring, or obviously is just about to occur. Once the dam owner determines that there is no longer any time available to attempt corrective measures to prevent failure, the "failure is imminent or has occurred" warning should be issued. Emergency management agencies, for evacuation purposes, should conservatively interpret the phrase "failure is imminent" to mean that the dam is failing. It should not be assumed that there is any time lag between "failure is imminent" and "failure has occurred" scenarios. Therefore, "failure is imminent" and "failure has occurred" should conservatively be interpreted as essentially the same condition for evacuation purposes.

**Classification**

Emergencies are classified according to their severity and urgency. For the purpose of this EAP, two dam failure emergency classifications are provided:

- Failure is Imminent or Has Occurred (Condition A)
- A Potential Failure Situation is Developing (Condition B)

The following section includes a discussion of procedures for timely and reliable detection, evaluation, and classification of an existing or potential emergency condition. Visual inspections of the dam will be made on a routine basis as outlined in the Operation and Maintenance Plan (O&M Plan). Items that will be monitored are those noted from the O&M Plan and are noted here again. The O&M inspection checklist should be completed for each inspection.

## SECTION 3 – EMERGENCY DETECTION, EVALUATION AND CLASSIFICATION

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- embankment, failure may be imminent. Immediate action is necessary; (whirlpool) caused by water entering through the abutments of (Condition A) If, along with the piping, there is an upstream swirl flow rate or clarity unless notified otherwise by the engineer.
- ii. (Condition A) If, along with the piping, there is an upstream swirl flow rate or clarity unless notified otherwise by the engineer.
    - i. (Condition B) If the water is cloudy to muddy and the rate of flow is increasing, this condition could lead to failure of the dam. Immediate action is necessary; contact a qualified engineer for an immediate inspection. Observe the condition constantly for any further changes in flow rate or clarity unless notified otherwise by the engineer.
  - d. Piping (seepage with the removal of material from the foundation or the embankment) with moderate to active flows of cloudy to muddy water.
    - i. (Condition B) Measure the flow periodically and note any changes in clarity. Inspect the downstream area for any new seeps. Contact a qualified engineer for an immediate inspection. Observe the condition constantly for any further changes in flow rate or clarity unless notified otherwise by the engineer.
  - c. Same wet area as above with moderate seeps of clear or relatively clear water and rate of flow increasing.
    - i. (Condition B) Measure the flow periodically and note any changes in clarity. During reservoir flood stages the seepage area should be watched for any changes.
  - b. Same wet area as above with moderate seeps of clear or relatively clear water and rate of flow not increasing.
    - i. (Condition B) This condition may be caused by infiltration of rain water which is not serious, or may be the start of a serious seepage problem which would be indicated by a quick change to one of the conditions below. Note location for future comparison.
  - a. Wet area, on downstream embankment slope or any other area downstream of the embankment, with very little or no surface water or very minor seeps.
    - i. (Condition B) This condition may be caused by infiltration of rain water which is not serious, or may be the start of a serious seepage problem which would be indicated by a quick change to one of the conditions below. Note location for future comparison.

## 1. SEEPAGE

### EVALUATION/ACTION (CONDITION)

#### a. INDICATOR

#### 1. PROBLEM

The section below explains potential problems which may occur at the dam. This section presents only generalized information for the inspector to aid in a first response to a problem. Any suspected problem should be reported and assistance from a qualified engineer should be obtained as soon as possible. The condition noted is only provided as a guide. Only a qualified engineer on site can make a final determination of the dam condition. The following format is used:

develop into a failure situation, the local authorities may decide on one course of action. Periodic status report updates from the dam owner are important because when it appears that the situation is continuing to worsen at the dam, in spite of the actions being taken to moderate or alleviate failure, the local authorities may decide to change their course of action.

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inspection. Observe the condition constantly for any further changes.

considered imminent. Contact a qualified engineer for an immediate crest. This condition is critical and failure of the dam should be (Condition A) The second condition is that the slide passes through the should be treated as a seepage location and monitored as noted above. opposite the slide. If discharging water is noted, the area of the slide or watched for the emergence of any water either through the slide or to prevent future slides. The downstream side of the dam should be determine the cause of the slide and to recommend any modifications engineer should be consulted before any repairs are initiated to measured perpendicular to the slope. For this condition, a qualified crest and does not extend into the embankment more than 6 in., responses. The first condition is that the slide does not pass through the (Condition B) Various degrees of severity of a slide require different slope, toward the toe of the dam.

a. Movement of a portion of the embankment, either the upstream or downstream

## 3. SLIDE

further changes.

for an immediate inspection. Observe the condition constantly for any imminent. Immediate action is necessary; contact a qualified engineer aboutment, the situation is critical and failure of the dam may be (Condition A) If the whirlpool is over a section of the embankment or then it can be assumed that there is no piping failure.

exit or "piping" as noted above and the rotating debris is over the inlet, at the inlet move in a rotating motion. If there is no evident downstream submerged, debris may come together above the inlet and due to flows (Condition B) During high reservoir stages when the inlet is completely a. Water flowing in a swirling motion in an area on the upstream side of the dam.

## 2. RESERVOIR WHIRLPOOL

changes in flow rate or clarity unless notified otherwise by the engineer. immediate inspection. Observe the condition constantly for any further immediate action is necessary; contact a qualified engineer for an of the dam, may show the same types of flow as noted above. isolated locations several feet in diameter in the floodplain downstream cone, varying from a few inches in diameter spaced 2 to 3 ft. apart to (Condition A) Soil particles deposited around a water exit forming a i. Boils notified otherwise by the engineer.

contact a qualified engineer for an immediate inspection. Observe the condition constantly for any further changes in flow rate or clarity unless



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of Natural Resources District Wildlife Biologist, should be implemented. effective rodent control program, as approved by the Illinois Department as possible with impervious material. If rodents become a nuisance, an from these holes to determine whether they are bats. Backfill as deeply usually not serious. Watch for the movement of water and soil particles i. If the holes do not extend through the embankment the situation is diameter, caused by animals.

## 5. BURROW HOLES

a. Holes in the embankment, varying in size from about 1 inch to 1 foot in diameter, caused by animals.

for any further changes.

- iii. (Condition B) If the crack extends across the dam contact a qualified engineer for an immediate inspection. Observe the condition constantly assistance in the evaluation of the crack and recommended repairs.
- ii. (Condition B) If the crack does not extend completely across the dam and the reservoir elevation is more than 2 foot deep or rising, monitor the crack for future changes and contact a qualified engineer for evaluation of the crack and recommended repairs.
- i. (Condition B) If the crack does not extend completely across the dam and the reservoir elevation is less than 2 foot deep and falling, monitor the crack for future changes and contact a qualified engineer for assistance in the evaluation of the crack and recommended repairs.

c. Transverse cracking can indicate uneven settlement or the loss of support below the crack. Such cracks usually occur over an outlet conduit or in the taller portion of the embankment.

## 4. CRACKS

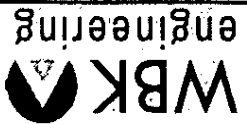
a. Cracks in the embankment can occur either in the longitudinal (along the length of the dam) or transverse (across the dam from upstream to downstream) direction.

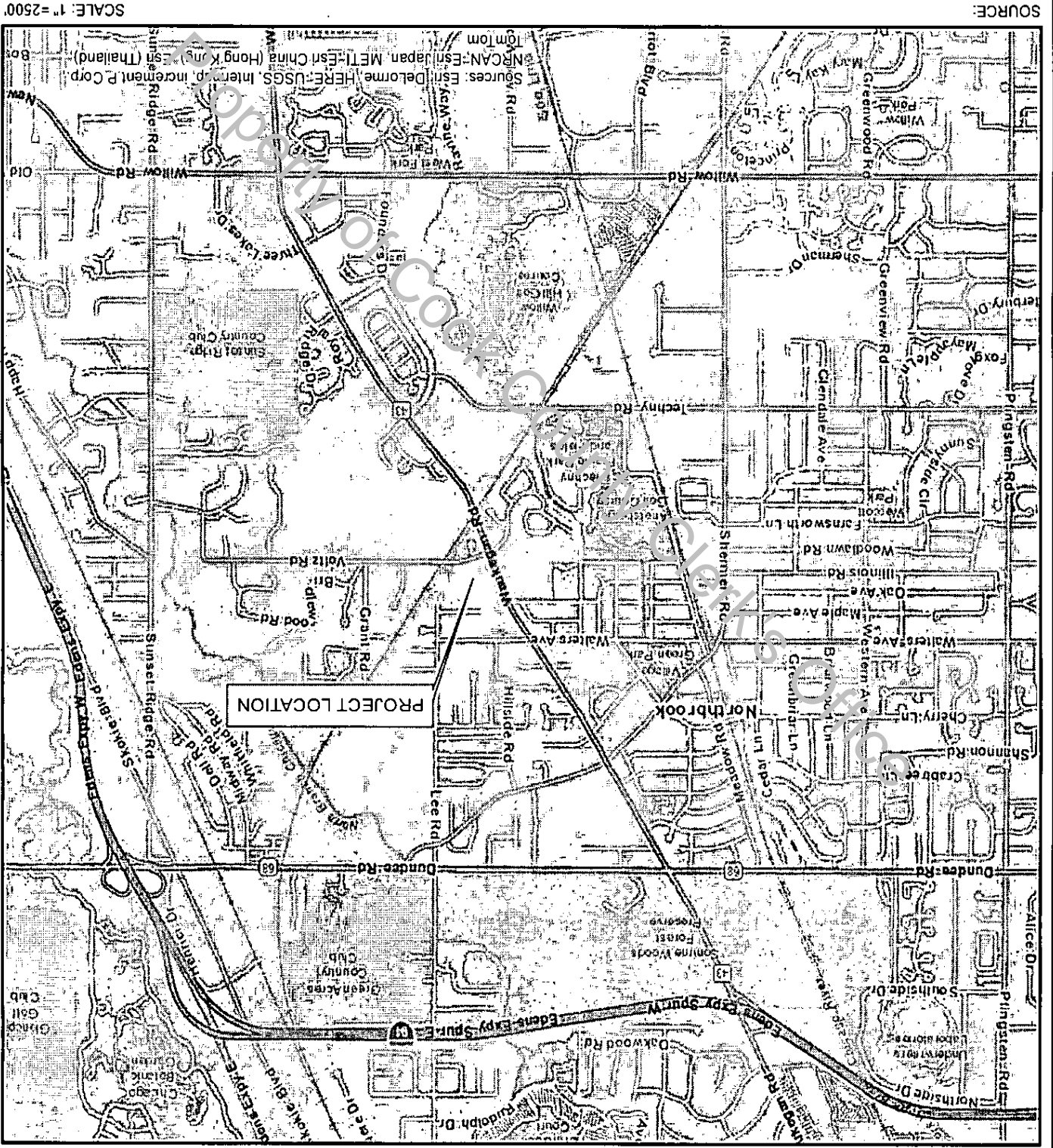
i. Some cracking of the surface soils may occur when they become dry. This cracking is to be expected and no further action is required.

b. Longitudinal cracking can indicate the beginning of a slide or be an uneven settlement of the embankment.

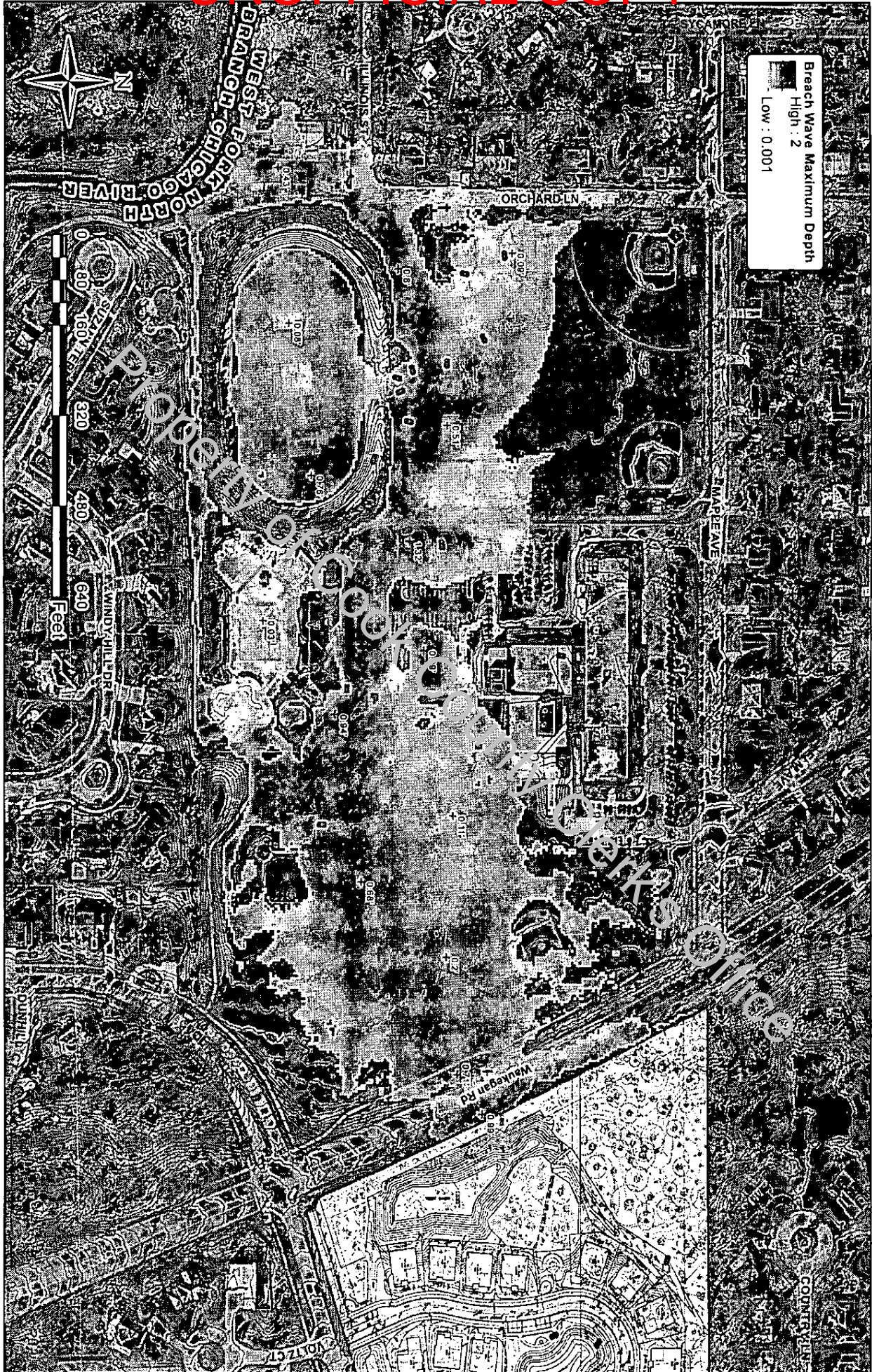
i. (Condition B) Monitor the crack for future changes and contact a qualified engineer for assistance in the evaluation of the crack and recommended repairs.

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DATE 6/15/2016	<b>PROJECT LOCATION MAP</b>			 <p><b>WBK ENGINEERING, LLC</b> 116 West Main Street, Suite 201 St. Charles, Illinois 60174 (630) 443-7755</p>
N ↑	JOB# 16-0208	<b>DAM SAFETY PERMIT</b>		<p><b>EDWARD R. JAMES PARTNERS, LLC</b> 2550 WAUKEGAN RD, SUITE 220 GLENVIEW, IL 60025 (847) 724-8200</p>
SFR	CHKD.	JSL	DWN	TITLE <b>ANETS WOODS</b>
<b>LOC MAP</b>				

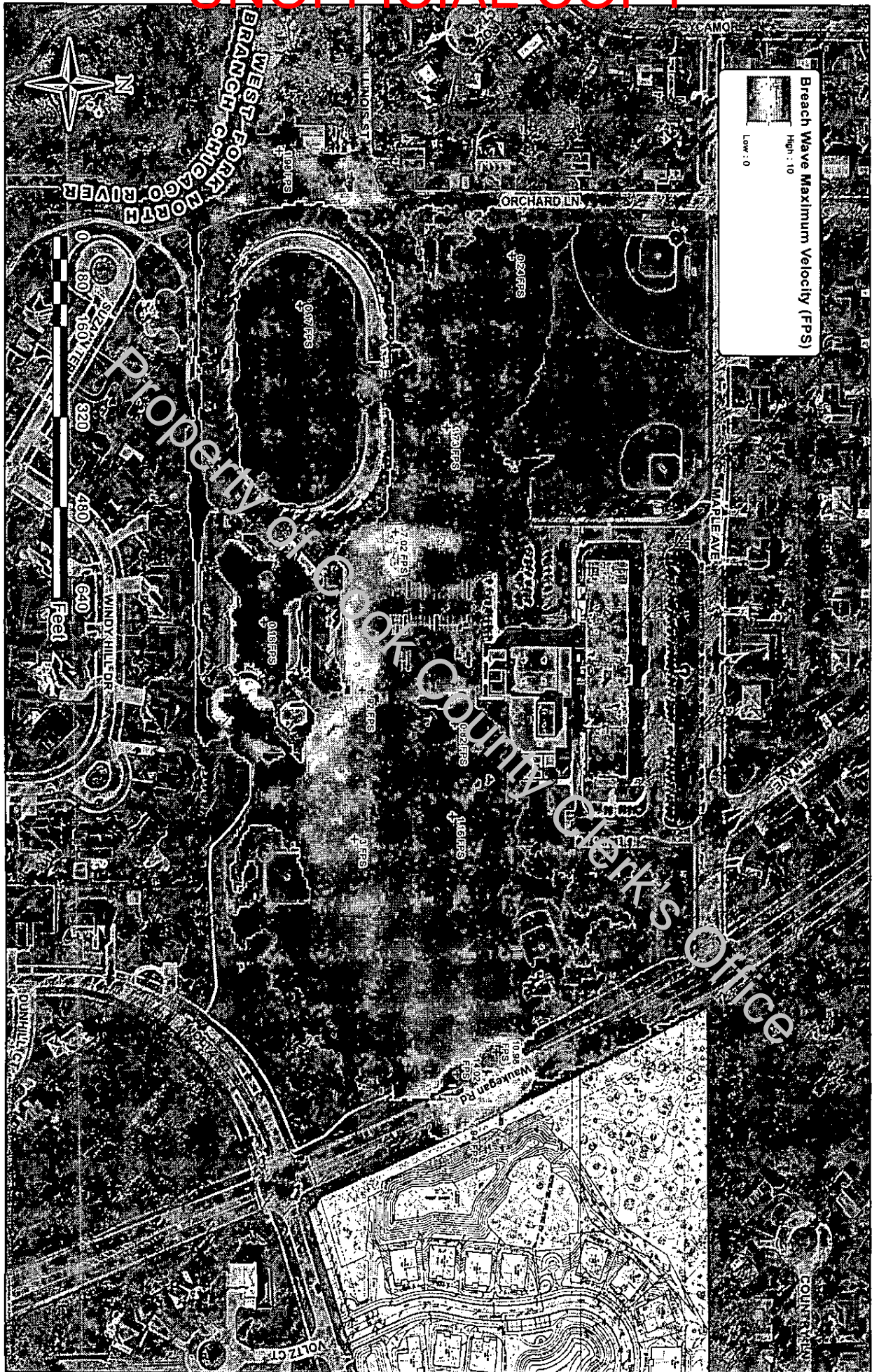


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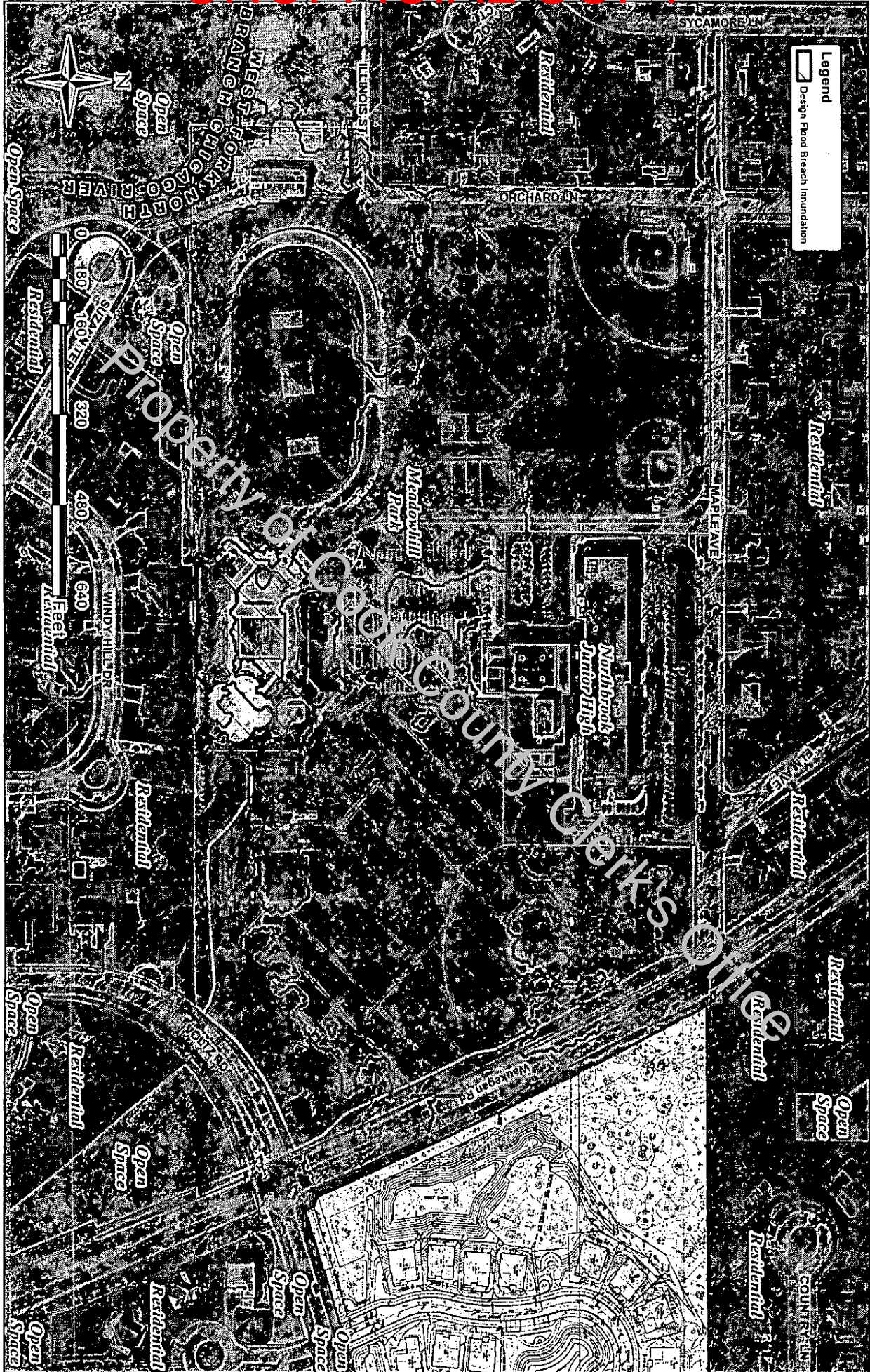
1 OF 3 SHEET NO. 1 DATE: 11-15-2018 DRAWING NO. 1		<b>WBK ENGINEERING, LLC</b> 116 WEST MAIN STREET, SUITE 201 ST. CHARLES, ILLINOIS 60174 (630) 443-7755	CLIENT: <b>EDWARD R. JAME PARTNERS, LLC</b> 2550 WAUKEGAN RD, SUITE 220 GLENVIEW, IL 60025 (847) 724-8200	DSCR: JSL DWR: JSL CWCD: BPR SCALE: 1" = 80' NO. DATE NATURE OF REVISION Breach Inundation, Spillway Design	TITLE: <b>ANETS WOODS DAM SAFETY PERMIT</b>  <b>BREACH ANALYSIS</b> SPILLWAY DESIGN FLOOD - 100-YR
			PROJECT NO. 18-001 DATE: 11-15-2018 DRAWING NO. 1		

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<p>2 OF 3</p>		<p>WBK ENGINEERING, LLC 114 WEST MAIN STREET, SUITE 203 ST CHARLES, ILLINOIS 60174 (815) 443-7755</p>	<p>CLIENT: <b>EDWARD R. JAMES PARTNERS, LLC</b> 2550 WAUKEGAN RD, SUITE 220 GLENVIEW, IL 60025 (847) 724-8200</p>	<p>DRGN. JSL</p>	<p>TITLE: <b>ANETS WOODS DAM SAFETY PERMIT</b></p>
				<p>DATE: 11/11/11</p>	
				<p>SCALE: 1" = 80'</p>	<p><b>BREACH WAVE VELOCITY</b> SPILLWAY DESIGN FLOOD - 100-YR</p>
				<p>DATE: _____</p>	

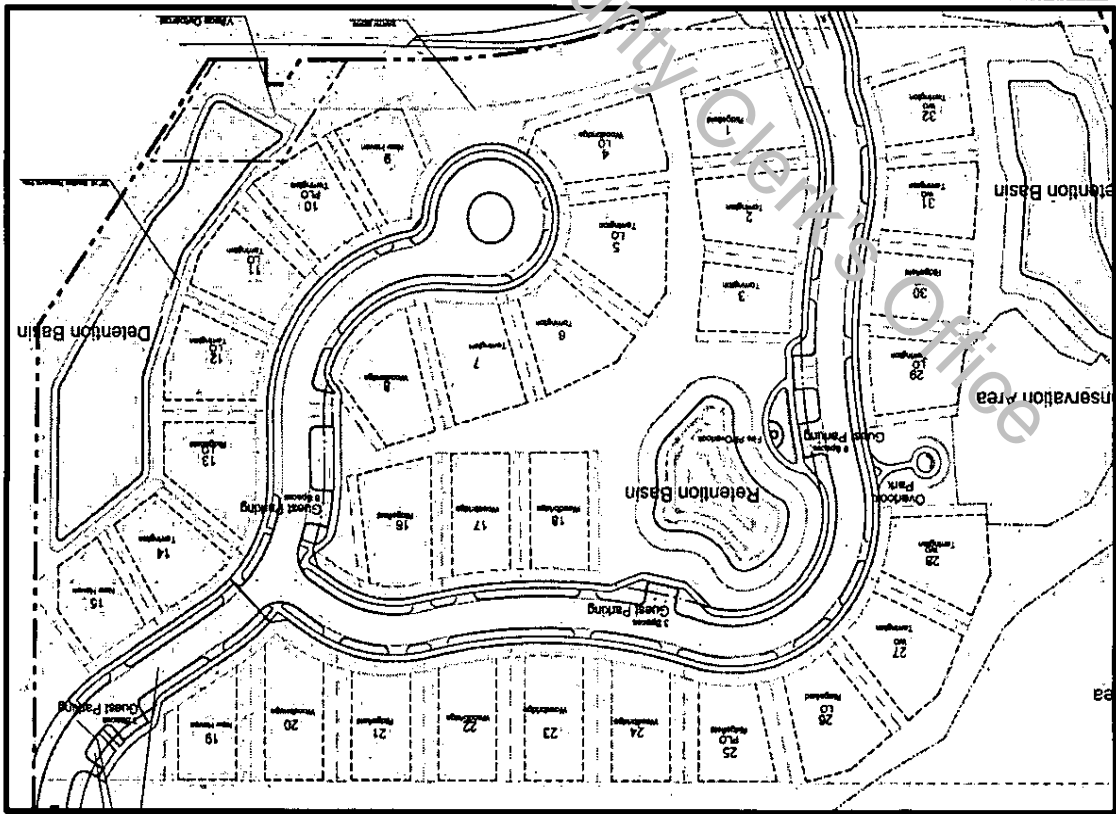
# UNOFFICIAL COPY



PROJECT NO. 14348 DATE: 01-28-18 DRAWING NO. 3 SHEET <b>3 OF 3</b>		<b>WBK ENGINEERING, LLC</b> 116 WEST MAIN STREET, SUITE 201 ST. CHARLES, ILLINOIS 60174 (618) 443-7235	CLIENT: <b>EDWARD R. JAMES PARTNERS, LLC</b> 2550 WAUKEGAN RD, SUITE 220 GLENVIEW, IL 60025 (847) 724-8200		DGN: JSL DWN: JSL CRD: SPR SCALE: 1" = 80' <small>downstream land use</small>	TITLE: <b>ANETS WOODS DAM SAFETY PERMIT</b> <b>DOWNSTREAM LAND USE MAP</b>
			NO. DATE NATURE OF REVISION			

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Lot Number	Adjacent Lots	Model	Elevation	Color
1	2,31,32			
2	1,3,30,31,32			
3	2,29,30,31			
4	5			
5	4,6			
6	5,7,9			
7	6,8,9,10			
8	7,10,11,12,9			
9	7,8,10			
10	7,8,9,11			
11	8,10,12			
12	8,11,13			
13	12,14			
14	13,15,19,20			
15	14,19			
16	17,20,21,22			
17	16,18,21,22,23			
18	17,22,23,24			
19	14,15,20			
20	14,16,19,21			
21	16,17,20,22			
22	16,17,18,21,23			
23	17,18,22,24			
24	18,23,25			
25	24,26			
26	25,27			
27	26,28			
28	27			
29	3,30			
30	2,3,29,31			
31	1,2,3,30,32			
32	1,2,31			



ANETS WOODS: ANTI-MONOTONY TRACKING SCHEDULE

EXHIBIT K

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### ANTI-MONTONY GUIDELINES:

1. The table above specifies for each lot, those homes that are considered to be "adjacent".
  2. For any two lots listed as "adjacent" the same house model cannot be used UNLESS such identical model is differentiated with a different elevation AND a different siding color.
  3. Where there are breaks between homes, due to site features and/or road curvature, including between lots 28 and 29, between lots 8 and 16, between lots 4 and 9, and between 3 and 18, these lots shall not be deemed "adjacent".
  4. No two homes, irrespective of model or elevation shall have identical siding color, if they are on the same side of the road and adjacent.
  5. Color differentiation shall be based on the color of the siding; the color of doors and/or shutters shall not be sufficient to differentiate two adjacent homes. Two adjacent homes MAY feature identical door and/or shutter colors, provided the siding color is different.
  6. Restrictions shall not apply to back relationships, such as lots 1, 2, 4, and 5; and lots 16, 17, 18 and lots 6, 7, and 8.
  7. The developer shall submit an updated schedule with each permit application; the staff shall review the schedule to determine that the specified model, elevation, and color comply with the anti-monotony guidelines specified above. If the staff determines that there is ambiguity in regards to compliance, it may refer the matter to the ACC for final determination. Similarly, if the developer disagrees with a determination, it may appeal to the ACC for final determination. Nothing shall preclude the developer from presenting additional elevations to the ACC for its review and approval, to the extent additional elevations are necessary to comply with these guidelines.
- "Adjacent": The use of the word adjacent in the above anti-monotony guidelines refers to the lots listed in column one and two in the table on page one of this document.

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IMAGE STORED IN PLAT INDEX DATABASE



*Handwritten initials/signature*

ATTACHED TO DOCUMENT

EXHIBIT

COOK COUNTY RECORDER OF DEEDS

Doc# 1810834053 Fee \$246.00  
 RHPF FEE: \$9.00 RPRF FEE: \$1.00  
 KAREN A. YARBROUGH  
 COOK COUNTY RECORDER OF DEEDS  
 DATE: 04/18/2018 11:33 AM PG: 1 OF 105

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